



## MANITOU SPRINGS CITY COUNCIL REGULAR MEETING AGENDA

City Council meetings are held in hybrid form by Zoom  
(remote) or in-person at Memorial Hall.

Memorial Hall

606 Manitou Avenue

Manitou Springs, CO 80829

Remote: [www.manitouspringsgov.com](http://www.manitouspringsgov.com); click on meeting  
link under "Government; City Council" page

| Position | Name                          | Term Expires    |
|----------|-------------------------------|-----------------|
| Mayor    | John G. Graham                | January 6, 2026 |
| At-Large | Judith Chandler               | January 4, 2028 |
| At-Large | John Shada                    | January 4, 2028 |
| At-Large | Julie Wolfe                   | January 4, 2028 |
| Ward 1   | Mayor Pro Tem Natalie Johnson | January 6, 2026 |
| Ward 2   | Nancy Fortuin                 | January 6, 2026 |
| Ward 3   | Michelle Whetherhult          | January 6, 2026 |

**May 20, 2025**

**6:00 PM**

THE CITY COUNCIL MAY TAKE ACTION ON ANY OF THE FOLLOWING AGENDA ITEMS AS PRESENTED OR MODIFIED PRIOR  
TO OR DURING THE MEETING, AND ITEMS NECESSARY TO EFFECTUATE THE AGENDA ITEMS

- A. CALL TO ORDER**
- B. PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. APPROVAL OF AGENDA**
- E. PUBLIC COMMENT ON NON-AGENDA ITEMS**
- F. POLICE DEPARTMENT AWARDS**
- G. CONSENT CALENDAR**
  - 1. Presentation of Warrants
  - 2. May 3, 2025 City Council Special Meeting Minutes
  - 3. May 6, 2025 City Council Regular Meeting Minutes
  - 4. Requesting Approval of the Energy Performance Contract with Schneider Electric
  - 5. Requesting Approval of a General Services Agreement with Viking Painting LLC for the Mesa Tank 1 Rehabilitation
  - 6. Approval to file a Request for an Extension to File the City Audit with the State Auditor
  - 7. Consideration of a Status Change Request for Open Space Advisory Committee Member Paul Arlinghaus

**H. PRESENTATION**

1. Proclamation No. 0725, A Proclamation to Recognize the 65<sup>th</sup> Annual National Public Works Week
2. Proclamation No. 0825, A Proclamation to Recognize May as Archeology and Historic Preservation Month
3. Proclamation No. 0925, A Proclamation Recognizing the 56<sup>th</sup> Annual Professional Municipal Clerks Week

**I. BUSINESS**

1. Approval of Easement for 122 Palisade Circle
2. Approval of Emergency Ordinance No. 0925, An Emergency Ordinance of the City of Manitou Springs, Colorado, Authorizing certain Energy and/or other Capital Improvements at City Facilities; the Execution and Delivery of a Lease Agreement and an Escrow Agreement related to financing a portion of the costs thereof; ratifying Action previously taken concerning the referenced documents; declaring an Emergency; and providing for other matters relating thereto
3. Final Action on Mountain Metro's 2025 Fall Service
4. Consideration of Resolution No. 0825, A Resolution Adopting an Updated Universal Fee Schedule
5. First Reading of Ordinance No. 0825, an Ordinance Reducing the City's Special Tax on the Sale of Retail Marijuana and Retail Marijuana Products

**J. HEARINGS**

1. Second Reading and Public Hearing of Ordinance No. 0625, an Ordinance of the City of Manitou Springs, Colorado, Amending Section 10.04.020(24) of the Manitou Springs Municipal Code to Reduce the Default Speed Limit on City Streets to 20 Miles Per Hour
2. Second Reading and Public Hearing of Ordinance No. 0725, An Ordinance Amending Title 2 with the Addition of a New Chapter 2.66 Concerning Elections

**K. RECEIVE OR ACT ON COUNCIL CORRESPONDENCE**

## **L. CITY ADMINISTRATOR REPORT**

### **ADJOURN**

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The City of Manitou Springs does not discriminate on the basis of disability in the admission to, access to, or operations of programs, services or activities. Reasonable accommodation will be provided to ensure equal access to all. Individuals who would like to request auxiliary aids or services should contact the ADA Coordinator at (719) 685-5481 or [jfryer@manitouspringsco.gov](mailto:jfryer@manitouspringsco.gov). You may also contact the City Clerk's Office at [cityclerk@manitouspringsco.gov](mailto:cityclerk@manitouspringsco.gov) or (719) 685-2554. Please provide a minimum of 3-5 days advance notice.



## Memorandum

Title: Presentation of Warrants  
From: Nicole Ortega, Finance Supervisor  
To: Mayor and City Council  
CC: City Administrator Denise Howell  
Allocated Time: 5 Minutes

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May 20, 2025

### **Purpose:**

To present warrants, processed April 2025 to the City Council.

### **Background:**

City Code 4.2. Powers and duties of Council:

...the Council shall have the responsibility and power to: (d) Prepare and administer an annual budget, and post monthly in City Hall and make available to the public the line by line expenditures authorized by the Council.

### **Pros and Cons:**

Not Applicable.

### **Fiscal Impact:**

\$1,916,496

### **Workload Impact:**

15 minutes of staff time.

### **Recommended Action:**

Acknowledge presentation of the warrants by approval of the Consent Calendar

## Report Criteria:

Report type: Summary

Check.Type = {&lt;-&gt;} "Adjustment"

| GL Period | Check Issue Date | Check Number | Vendor Number | Payee                                  | Check GL Account | Amount    |   |
|-----------|------------------|--------------|---------------|----------------------------------------|------------------|-----------|---|
| 04/25     | 04/01/2025       | 20240632     | 20200156      | T2 SYSTEMS CANADA INC                  | 55-202-100       | 3,180.00- | V |
| 04/25     | 04/03/2025       | 20250448     | 144983        | CINTAS FIRE                            | 10-202-100       | 2,502.89- | V |
| 04/25     | 04/24/2025       | 20250577     | 749           | RESPEC                                 | 52-202-100       | 9,095.25- | V |
| 04/25     | 04/08/2025       | 20250651     | 20220666      | AFFORDABLE TREE AND SHRUB EXPERTS INC  | 55-202-100       | 1,250.00- | V |
| 04/25     | 04/01/2025       | 20250658     | 144506        | ADVANCE AUTO PARTS                     | 10-202-100       | 4.34      |   |
| 04/25     | 04/01/2025       | 20250659     | 37            | AFLAC                                  | 10-202-100       | 34.40     |   |
| 04/25     | 04/01/2025       | 20250660     | 2021044       | ALL STAR DJS, LLC                      | 10-202-100       | 1,200.00  |   |
| 04/25     | 04/01/2025       | 20250661     | 20200132      | ALLEN, MICHAEL T                       | 10-202-100       | 1,075.00  |   |
| 04/25     | 04/01/2025       | 20250662     | 145724        | AMAZON CAPITAL SERVICES                | 10-202-100       | 10,481.84 |   |
| 04/25     | 04/01/2025       | 20250663     | 426           | AMERICAN LOCK & KEY                    | 10-202-100       | 21.25     |   |
| 04/25     | 04/01/2025       | 20250664     | 20220035      | AMERITAS LIFE INSURANCE COMPANY        | 10-202-100       | 768.12    |   |
| 04/25     | 04/01/2025       | 20250665     | 20220036      | AMERITAS LIFE INSURANCE CORP           | 10-202-100       | 3,387.28  |   |
| 04/25     | 04/01/2025       | 20250666     | 20220677      | ARTAIC GROUP, LLC                      | 39-202-100       | 7,560.62  |   |
| 04/25     | 04/01/2025       | 20250667     | 20220880      | AUTOMATED BUSINESS PRODUCTS OF COLORAD | 10-202-100       | 70.20     |   |
| 04/25     | 04/01/2025       | 20250668     | 358           | BOUND TREE MEDICAL,LLC.                | 10-202-100       | 2,227.38  |   |
| 04/25     | 04/01/2025       | 20250669     | 20220370      | BRAVO SCREEN PRINTING INC              | 10-202-100       | 490.60    |   |
| 04/25     | 04/01/2025       | 20250670     | 726           | BURLAP BAG                             | 10-202-100       | 623.20    |   |
| 04/25     | 04/01/2025       | 20250671     | 615           | CARDMEMBER SERVICE                     | 52-202-100       | 370.80    |   |
| 04/25     | 04/01/2025       | 20250672     | 125           | CEM SALES & SERVICE                    | 10-202-100       | 1,744.50  |   |
| 04/25     | 04/01/2025       | 20250673     | 2021025       | CHAVEZ CONSULTING INC                  | 10-202-100       | 2,237.50  |   |
| 04/25     | 04/01/2025       | 20250674     | 613           | CLAYTON HOLDINGS, LLC                  | 39-202-100       | 68,715.42 |   |
| 04/25     | 04/01/2025       | 20250675     | 114           | CMI INC                                | 10-202-100       | 103.93    |   |
| 04/25     | 04/01/2025       | 20250676     | 451           | COLORADO ANALYTICAL LABORATORY         | 52-202-100       | 625.00    |   |
| 04/25     | 04/01/2025       | 20250677     | 2021046       | COLORADO MUNICIPAL CLERKS ASSOC        | 10-202-100       | 360.00    |   |
| 04/25     | 04/01/2025       | 20250678     | 177           | COLORADO SPRINGS UTILITIES             | 10-202-100       | 15,973.98 |   |
| 04/25     | 04/01/2025       | 20250679     | 160224        | COLORADO SPRINGS UTILITIES             | 52-202-100       | 4,969.98  |   |
| 04/25     | 04/01/2025       | 20250680     | 642           | CORE & MAIN LP                         | 52-202-100       | 1,803.71  |   |
| 04/25     | 04/01/2025       | 20250681     | 2021019       | CROSS POINT POLYGRAPH                  | 10-202-100       | 175.00    |   |
| 04/25     | 04/01/2025       | 20250682     | 20220883      | DIVISION OF CHILD SUPPORT              | 10-202-100       | 936.00    |   |
| 04/25     | 04/01/2025       | 20250683     | 20220140      | ECOSWEEPING INC                        | 55-202-100       | 4,620.00  |   |
| 04/25     | 04/01/2025       | 20250684     | 20220911      | EL PASO COUNTY PUBLIC HEALTH           | 10-202-100       | 131.00    |   |
| 04/25     | 04/01/2025       | 20250685     | 1572          | ELEVATED ENTRANCES                     | 10-202-100       | 370.00    |   |
| 04/25     | 04/01/2025       | 20250686     | 356           | EVIDENT INC.                           | 10-202-100       | 31.00     |   |
| 04/25     | 04/01/2025       | 20250687     | 202119        | EXPRESS SERVICES, INC.                 | 10-202-100       | 2,778.65  |   |
| 04/25     | 04/01/2025       | 20250688     | 20220313      | EXTRA SPACE MANAGEMENT INC             | 10-202-100       | 14.00     |   |
| 04/25     | 04/01/2025       | 20250689     | 20221028      | FILANC                                 | 52-202-100       | 30,318.13 |   |
| 04/25     | 04/01/2025       | 20250690     | 160344        | FLAIR DATA SYSTEMS                     | 10-202-100       | 1,918.27  |   |
| 04/25     | 04/01/2025       | 20250691     | 432           | GRAINGER                               | 10-202-100       | 1,242.42  |   |
| 04/25     | 04/01/2025       | 20250692     | 681           | HACH COMPANY                           | 52-202-100       | 5,375.30  |   |
| 04/25     | 04/01/2025       | 20250693     | 1258          | HARDLINE EQUIPMENT                     | 55-202-100       | 1,390.08  |   |
| 04/25     | 04/01/2025       | 20250694     | 436           | HOME DEPOT CREDIT SERVICES             | 10-202-100       | 1,980.20  |   |
| 04/25     | 04/01/2025       | 20250695     | 594           | HORD, COPLAN, MACHT                    | 39-202-100       | 3,047.25  |   |
| 04/25     | 04/01/2025       | 20250696     | 1198          | INLAND TRUCK PARTS & SERVICE           | 10-202-100       | 1,196.95  |   |
| 04/25     | 04/01/2025       | 20250697     | 190019        | KARLSON, ERIC                          | 10-202-100       | 596.00    |   |
| 04/25     | 04/01/2025       | 20250698     | 160016        | KIMLEY-HORN AND ASSOCIATES INC         | 23-202-100       | 988.75    |   |
| 04/25     | 04/01/2025       | 20250699     | 20220682      | LANDO EXCAVATION LLC                   | 39-202-100       | 4,500.00  |   |
| 04/25     | 04/01/2025       | 20250700     | 43            | LEGAL SHIELD                           | 10-202-100       | 571.05    |   |
| 04/25     | 04/01/2025       | 20250701     | 295           | LINDSAY PRECAST, INC.                  | 54-202-100       | 13.67     |   |
| 04/25     | 04/01/2025       | 20250702     | 56            | LOWE'S                                 | 10-202-100       | 26.72     |   |
| 04/25     | 04/01/2025       | 20250703     | 148854        | MANITOU SPGS URBAN RENEWAL AUT         | 10-202-100       | 990.00    |   |
| 04/25     | 04/01/2025       | 20250704     | 20221041      | MANITOU SPRINGS METROPOLITAN DISTRICT  | 74-202-100       | 36.48     |   |
| 04/25     | 04/01/2025       | 20250705     | 142003        | MASTER BLASTER, INC.                   | 10-202-100       | 2,390.00  |   |
| 04/25     | 04/01/2025       | 20250706     | 20220651      | MBI MEDICINE FOR BUSINESS & INDUSTRY   | 52-202-100       | 191.00    |   |

M = Manual Check, V = Void Check

| GL Period | Check Issue Date | Check Number | Vendor Number | Payee                                    | Check GL Account | Amount    |
|-----------|------------------|--------------|---------------|------------------------------------------|------------------|-----------|
| 04/25     | 04/01/2025       | 20250707     | 1118          | MELCON COMMUNICATIONS LLP                | 10-202-100       | 3,050.00  |
| 04/25     | 04/01/2025       | 20250708     | 746           | MHC KENWORTH-COLORADO SPRINGS            | 10-202-100       | 1,060.20  |
| 04/25     | 04/01/2025       | 20250709     | 145606        | MILE HIGH ACE HARDWARE                   | 10-202-100       | 2,264.68  |
| 04/25     | 04/01/2025       | 20250710     | 20220280      | MOTOROLA SOLUTIONS, INC.                 | 55-202-100       | 350.00    |
| 04/25     | 04/01/2025       | 20250711     | 2021089       | NATIONSEARCH.COM LLC                     | 10-202-100       | 640.25    |
| 04/25     | 04/01/2025       | 20250712     | 187           | O'REILLY AUTO PARTS / FIRST CALL         | 10-202-100       | 165.90    |
| 04/25     | 04/01/2025       | 20250713     | 242           | PETTY CASH - FINANCE                     | 10-202-100       | 45.74     |
| 04/25     | 04/01/2025       | 20250714     | 18922         | PREFERRED DOCUMENT SOLUTIONS             | 10-202-100       | 30.49     |
| 04/25     | 04/01/2025       | 20250715     | 20220913      | PURCELL TIRE & SERVICE CENTERS           | 52-202-100       | 398.02    |
| 04/25     | 04/01/2025       | 20250716     | 194           | RAMPART                                  | 10-202-100       | 124.09    |
| 04/25     | 04/01/2025       | 20250717     | 20221059      | RANDHIR SINGH                            | 10-202-100       | 950.00    |
| 04/25     | 04/01/2025       | 20250718     | 1023          | RMS ELECTRIC SIGN COMPANY                | 52-202-100       | 1,259.80  |
| 04/25     | 04/01/2025       | 20250719     | 529           | ROCKY MOUNTAIN RESERVE                   | 10-202-100       | 153.00    |
| 04/25     | 04/01/2025       | 20250720     | 144342        | ROCKY TOP RESOURCES, INC.                | 10-202-100       | 518.29    |
| 04/25     | 04/01/2025       | 20250721     | 190           | RODRIGUEZ, LARRY J                       | 10-202-100       | 800.00    |
| 04/25     | 04/01/2025       | 20250722     | 20221060      | SCHORR, BRIAN                            | 01-202-100       | 160.00    |
| 04/25     | 04/01/2025       | 20250723     | 20200287      | SHELDON'S AUTO REPAIR                    | 10-202-100       | 95.24     |
| 04/25     | 04/01/2025       | 20250724     | 17001         | STAPLES BUSINESS ADVANTAGE               | 10-202-100       | 268.32    |
| 04/25     | 04/01/2025       | 20250725     | 160507        | STARFISH AQUATICS INSTITUTE              | 10-202-100       | 749.00    |
| 04/25     | 04/01/2025       | 20250726     | 20220769      | STATISTICAL RESEARCH INC                 | 39-202-100       | 1,627.79  |
| 04/25     | 04/01/2025       | 20250727     | 160263        | TALL TIMBERS TREE & SHRUB SERVICE INC    | 10-202-100       | 225.00    |
| 04/25     | 04/01/2025       | 20250728     | 170078        | TWIN BEARS                               | 10-202-100       | 477.00    |
| 04/25     | 04/01/2025       | 20250729     | 148821        | UCHEALTH MEDICAL GROUP                   | 53-202-100       | 120.00    |
| 04/25     | 04/01/2025       | 20250730     | 20200170      | UNITED SITE SERVICES                     | 55-202-100       | 3,966.00  |
| 04/25     | 04/01/2025       | 20250731     | 743           | USA BLUEBOOK                             | 52-202-100       | 627.12    |
| 04/25     | 04/01/2025       | 20250732     | 20220331      | VERIZON CONNECT FLEET USA LLC            | 55-202-100       | 805.40    |
| 04/25     | 04/01/2025       | 20250733     | 202195        | WATTERS H2O SERVICES                     | 52-202-100       | 5,712.50  |
| 04/25     | 04/01/2025       | 20250734     | 20220750      | WEBCEMETERIES                            | 10-202-100       | 199.00    |
| 04/25     | 04/01/2025       | 20250735     | 1027          | WESTERN PAPER DISTRIBUTORS, INC.         | 10-202-100       | 1,238.15  |
| 04/25     | 04/01/2025       | 20250736     | 20220123      | WIKSTROM, YVETTE                         | 10-202-100       | 3,850.00  |
| 04/25     | 04/01/2025       | 20250737     | 20200273      | WOLFCO COMMERCIAL SERVICES               | 52-202-100       | 275.00    |
| 04/25     | 04/01/2025       | 20250738     | 20220024      | WOLFCO COMMERCIAL SERVICES               | 10-202-100       | 135.00    |
| 04/25     | 04/01/2025       | 20250739     | 20220025      | WOLFCO COMMERCIAL SERVICES               | 10-202-100       | 165.00    |
| 04/25     | 04/01/2025       | 20250740     | 20220358      | WOLFCO COMMERCIAL SERVICES               | 10-202-100       | 100.00    |
| 04/25     | 04/01/2025       | 20250741     | 551           | XEROX FINANCIAL SVCS/MARLIN LEASING CORP | 10-202-100       | 3,832.33  |
| 04/25     | 04/01/2025       | 20250742     | 848           | CENTURYLINK                              | 10-202-100       | 61.83     |
| 04/25     | 04/01/2025       | 20250743     | 150063        | E-470 PUBLIC HIGHWAY AUTHORITY           | 10-202-100       | 8.30      |
| 04/25     | 04/01/2025       | 20250744     | 20220037      | NEW YORK LIFE                            | 10-202-100       | 1,280.85  |
| 04/25     | 04/01/2025       | 20250745     | 20221067      | NTIVIA ACCOUNTING DEPT                   | 10-202-100       | 87.36     |
| 04/25     | 04/01/2025       | 20250746     | 20221066      | RACHEL BOWMAN                            | 10-202-100       | 500.00    |
| 04/25     | 04/01/2025       | 20250747     | 20221065      | SAMUEL JOSHUA FARMER                     | 10-202-100       | 87.00     |
| 04/25     | 04/01/2025       | 20250748     | 20221064      | VEGA AMERICAS INC                        | 52-202-100       | 1,462.66  |
| 04/25     | 04/01/2025       | 20250749     | 450           | EL PASO COUNTY TREASURER                 | 23-202-100       | 84.77     |
| 04/25     | 04/01/2025       | 20250750     | 20221068      | JAMES DINETTA                            | 52-202-100       | 550.00    |
| 04/25     | 04/01/2025       | 20250751     | 20220751      | TEMP FENCE USA                           | 55-202-100       | 60.00     |
| 04/25     | 04/01/2025       | 20250752     | 20200156      | T2 SYSTEMS CANADA INC                    | 55-202-100       | 3,180.00  |
| 04/25     | 04/01/2025       | 20250753     | 177           | COLORADO SPRINGS UTILITIES               | 53-202-100       | 42,107.53 |
| 04/25     | 04/07/2025       | 20250799     | 20220020      | ALL COPY PRODUCTS                        | 10-202-100       | 52.00     |
| 04/25     | 04/07/2025       | 20250800     | 145724        | AMAZON CAPITAL SERVICES                  | 52-202-100       | 103.57    |
| 04/25     | 04/07/2025       | 20250801     | 20220677      | ARTAIC GROUP, LLC                        | 39-202-100       | 152.60    |
| 04/25     | 04/07/2025       | 20250802     | 848           | CENTURYLINK                              | 10-202-100       | 338.50    |
| 04/25     | 04/07/2025       | 20250803     | 20221073      | CHRISTINA GROW                           | 29-202-100       | 750.00    |
| 04/25     | 04/03/2025       | 20250804     | 144983        | CINTAS FIRE                              | 10-202-100       | 2,502.89  |
| 04/25     | 04/07/2025       | 20250805     | 1             | CITY OF MANITOU SPRINGS PETTY CASH       | 52-202-100       | .00 V     |
| 04/25     | 04/07/2025       | 20250806     | 177           | COLORADO SPRINGS UTILITIES               | 10-202-100       | 387.12    |
| 04/25     | 04/07/2025       | 20250807     | 20221074      | ELIZABETH GUESS                          | 29-202-100       | 1,000.00  |
| 04/25     | 04/07/2025       | 20250808     | 202119        | EXPRESS SERVICES, INC.                   | 10-202-100       | 2,734.62  |

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|-----------|------------------|--------------|---------------|-----------------------------------------|------------------|------------|
| 04/25     | 04/02/2025       | 20250809     | 20220313      | EXTRA SPACE MANAGEMENT INC              | 10-202-100       | 5.00       |
| 04/25     | 04/07/2025       | 20250810     | 20220763      | FRANSEN PITTMAN GENERAL CONTRACTORS     | 39-202-100       | 45,887.61  |
| 04/25     | 04/07/2025       | 20250811     | 148807        | HOFFMANN, PARKER, WILSON & CARBERRY     | 55-202-100       | .00 V      |
| 04/25     | 04/07/2025       | 20250812     | 436           | HOME DEPOT CREDIT SERVICES              | 10-202-100       | 129.06     |
| 04/25     | 04/07/2025       | 20250813     | 774           | HOWELL, DENISE                          | 10-202-100       | 245.16     |
| 04/25     | 04/07/2025       | 20250814     | 20221072      | JENNA GALLAS                            | 29-202-100       | 12,500.00  |
| 04/25     | 04/07/2025       | 20250815     | 160306        | JOHNSON, GARY                           | 10-202-100       | .00 V      |
| 04/25     | 04/07/2025       | 20250816     | 20221076      | JULIA WRIGHT                            | 29-202-100       | 3,800.00   |
| 04/25     | 04/07/2025       | 20250817     | 20220682      | LANDO EXCAVATION LLC                    | 52-202-100       | 30,000.00  |
| 04/25     | 04/07/2025       | 20250818     | 20221078      | LINDSAY DEEN                            | 29-202-100       | 6,375.00   |
| 04/25     | 04/07/2025       | 20250819     | 939           | MANITOU ART CENTER                      | 29-202-100       | 43,798.00  |
| 04/25     | 04/07/2025       | 20250820     | 160597        | MANITOU SPRINGS HERITAGE CENTER         | 29-202-100       | 43,798.00  |
| 04/25     | 04/07/2025       | 20250821     | 1009          | MARCUS ELECTRIC LLC                     | 52-202-100       | 1,775.00   |
| 04/25     | 04/07/2025       | 20250822     | 20220219      | MATRIX DESIGN GROUP, INC                | 55-202-100       | 66,300.57  |
| 04/25     | 04/07/2025       | 20250823     | 20221071      | MELANIE AUDET                           | 29-202-100       | 5,250.00   |
| 04/25     | 04/07/2025       | 20250824     | 144632        | MIRAMONT CASTLE                         | 29-202-100       | 43,798.00  |
| 04/25     | 04/07/2025       | 20250825     | 20221070      | NINA DAVIS                              | 29-202-100       | 5,000.00   |
| 04/25     | 04/07/2025       | 20250826     | 187           | O'REILLY AUTO PARTS / FIRST CALL        | 10-202-100       | 24.55      |
| 04/25     | 04/07/2025       | 20250827     | 20220576      | PIKES PEAK BULLETIN                     | 10-202-100       | 35.00      |
| 04/25     | 04/07/2025       | 20250828     | 20220907      | PYRAMID CONSTRUCTION INC                | 55-202-100       | 46,050.75  |
| 04/25     | 04/07/2025       | 20250829     | 855           | ROCKY MOUNTAIN AIR SOLUTIONS            | 52-202-100       | 194.36     |
| 04/25     | 04/07/2025       | 20250830     | 145602        | SITEONE LANDSCAPE SUPPLY                | 55-202-100       | 36.31      |
| 04/25     | 04/07/2025       | 20250831     | 20221075      | STEVE WOOD                              | 29-202-100       | 8,000.00   |
| 04/25     | 04/07/2025       | 20250832     | 20200156      | T2 SYSTEMS CANADA INC                   | 55-202-100       | 34.75      |
| 04/25     | 04/07/2025       | 20250833     | 20220380      | TAKE 5 CAR WASH                         | 10-202-100       | 336.00     |
| 04/25     | 04/07/2025       | 20250834     | 20221035      | TALOS TECHNOLOGIES LTD                  | 52-202-100       | 9,160.00   |
| 04/25     | 04/07/2025       | 20250835     | 1196          | THE LANDSCAPER, LLC                     | 55-202-100       | 5,647.50   |
| 04/25     | 04/07/2025       | 20250836     | 10065         | WASTE CONNECTIONS                       | 10-202-100       | 4,417.64   |
| 04/25     | 04/07/2025       | 20250837     | 10064         | WASTE CONNECTIONS                       | 10-202-100       | 294.00     |
| 04/25     | 04/07/2025       | 20250838     | 20220750      | WEBCEMETERIES                           | 10-202-100       | 199.00     |
| 04/25     | 04/07/2025       | 20250839     | 20221069      | WESTERN NATIVE SEED                     | 10-202-100       | 47.00      |
| 04/25     | 04/07/2025       | 20250840     | 148807        | HOFFMANN, PARKER, WILSON & CARBERRY     | 55-202-100       | 24,601.33  |
| 04/25     | 04/15/2025       | 20250841     | 20221082      | KC WOOD PRODUCTS LLC                    | 10-202-100       | 5,700.00   |
| 04/25     | 04/28/2025       | 20250939     | 144506        | ADVANCE AUTO PARTS                      | 10-202-100       | 59.97      |
| 04/25     | 04/28/2025       | 20250940     | 37            | AFLAC                                   | 10-202-100       | 34.40      |
| 04/25     | 04/28/2025       | 20250941     | 145724        | AMAZON CAPITAL SERVICES                 | 52-202-100       | 1,925.38   |
| 04/25     | 04/28/2025       | 20250942     | 145600        | AMERICAN BATTERY CORPORATION            | 10-202-100       | 93.53      |
| 04/25     | 04/28/2025       | 20250943     | 144601        | BADGER METER                            | 52-202-100       | 1,345.04   |
| 04/25     | 04/28/2025       | 20250944     | 1516          | CASELLE INC                             | 10-202-100       | 1,787.00   |
| 04/25     | 04/28/2025       | 20250945     | 1             | CITY OF MANITOU SPRINGS PETTY CASH      | 52-202-100       | .00 V      |
| 04/25     | 04/28/2025       | 20250946     | 384           | CLEARWAY ENERGY GROUP                   | 10-202-100       | 2,359.04   |
| 04/25     | 04/28/2025       | 20250947     | 1124          | CLEARWAY ENERGY GROUP LLC               | 52-202-100       | 2,099.88   |
| 04/25     | 04/28/2025       | 20250948     | 144462        | COLORADO GEOLOGICAL SURVEY              | 55-202-100       | 1,350.00   |
| 04/25     | 04/28/2025       | 20250949     | 177           | COLORADO SPRINGS UTILITIES              | 55-202-100       | 519.87     |
| 04/25     | 04/28/2025       | 20250950     | 642           | CORE & MAIN LP                          | 52-202-100       | 412.64     |
| 04/25     | 04/28/2025       | 20250951     | 20220071      | CORNELIUS, ASHLEY                       | 29-202-100       | 3,500.00   |
| 04/25     | 04/28/2025       | 20250952     | 20220017      | CYBERSOURCE CORPORATION                 | 55-202-100       | 548.00     |
| 04/25     | 04/28/2025       | 20250953     | 658           | EL PASO COUNTY PUBLIC HEALTH LABORATORY | 10-202-100       | 368.00     |
| 04/25     | 04/28/2025       | 20250954     | 202119        | EXPRESS SERVICES, INC.                  | 10-202-100       | 3,021.48   |
| 04/25     | 04/28/2025       | 20250955     | 20220763      | FRANSEN PITTMAN GENERAL CONTRACTORS     | 39-202-100       | 199,512.54 |
| 04/25     | 04/28/2025       | 20250956     | 188           | GALLS, LLC                              | 10-202-100       | 589.27     |
| 04/25     | 04/28/2025       | 20250957     | 20220965      | GSE CONSTRUCTION CO, INC                | 52-202-100       | 137,034.65 |
| 04/25     | 04/28/2025       | 20250958     | 436           | HOME DEPOT CREDIT SERVICES              | 10-202-100       | 561.57     |
| 04/25     | 04/28/2025       | 20250959     | 160306        | JOHNSON, GARY                           | 10-202-100       | 529.00     |
| 04/25     | 04/28/2025       | 20250960     | 15009         | JR ENGINEERING LLC                      | 53-202-100       | 416.25     |
| 04/25     | 04/29/2025       | 20250961     | 20221082      | KC WOOD PRODUCTS LLC                    | 10-202-100       | .00 V      |
| 04/25     | 04/28/2025       | 20250962     | 56            | LOWE'S                                  | 53-202-100       | 34.17      |

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| 04/25     | 04/28/2025       | 20250963     | 20220372      | MANITOU SPRINGS INDIGENOUS PEOPLES DAY  | 29-202-100       | 6,000.00   |
| 04/25     | 04/28/2025       | 20250964     | 20220219      | MATRIX DESIGN GROUP, INC                | 55-202-100       | 11,161.12  |
| 04/25     | 04/28/2025       | 20250965     | 20221084      | MATTINGER, JAMES                        | 10-202-100       | 10.00      |
| 04/25     | 04/28/2025       | 20250966     | 144558        | MFCP INC.                               | 53-202-100       | 217.08     |
| 04/25     | 04/28/2025       | 20250967     | 145606        | MILE HIGH ACE HARDWARE                  | 53-202-100       | 81.11      |
| 04/25     | 04/28/2025       | 20250968     | 180050        | MINCH, NEALE                            | 10-202-100       | 375.00     |
| 04/25     | 04/28/2025       | 20250969     | 20200300      | MORENO, MARCUS                          | 10-202-100       | 1,340.00   |
| 04/25     | 04/28/2025       | 20250970     | 187           | O'REILLY AUTO PARTS / FIRST CALL        | 10-202-100       | 35.15      |
| 04/25     | 04/28/2025       | 20250971     | 242           | PETTY CASH - FINANCE                    | 10-202-100       | 147.24     |
| 04/25     | 04/28/2025       | 20250972     | 20220576      | PIKES PEAK BULLETIN                     | 10-202-100       | 7,255.00   |
| 04/25     | 04/28/2025       | 20250973     | 202148        | R & R AUTO GLASS                        | 10-202-100       | 280.00     |
| 04/25     | 04/24/2025       | 20250974     | 749           | RESPEC                                  | 52-202-100       | 9,095.25   |
| 04/25     | 04/28/2025       | 20250975     | 20211013      | RH BORDEN                               | 53-202-100       | 5,265.00   |
| 04/25     | 04/28/2025       | 20250976     | 143           | SCHMIDT CONSTRUCTION                    | 52-202-100       | 973.08     |
| 04/25     | 04/28/2025       | 20250977     | 20220557      | STAMPLI CREDIT CARD                     | 10-202-100       | 7,694.04   |
| 04/25     | 04/28/2025       | 20250978     | 20200156      | T2 SYSTEMS CANADA INC                   | 55-202-100       | 10,879.59  |
| 04/25     | 04/28/2025       | 20250979     | 20220380      | TAKE 5 CAR WASH                         | 10-202-100       | 140.00     |
| 04/25     | 04/28/2025       | 20250980     | 20220751      | TEMP FENCE USA                          | 55-202-100       | 1,420.00   |
| 04/25     | 04/28/2025       | 20250981     | 170078        | TWIN BEARS                              | 10-202-100       | 289.00     |
| 04/25     | 04/28/2025       | 20250982     | 145515        | ULINE                                   | 10-202-100       | 288.71     |
| 04/25     | 04/28/2025       | 20250983     | 203           | UTILITY NOTIFICATION CENTER OF COLORADO | 52-202-100       | 78.67      |
| 04/25     | 04/28/2025       | 20250984     | 20221079      | VORDERLANDWEHR, GRETCHEN                | 29-202-100       | 2,378.00   |
| 04/25     | 04/28/2025       | 20250985     | 20220675      | WEISBURG LANDSCAPE MAINTENANCE          | 52-202-100       | 1,312.50   |
| 04/25     | 04/28/2025       | 20250986     | 213           | WHISLER INDUSTRIAL SUPPLY               | 10-202-100       | 770.92     |
| 04/25     | 04/28/2025       | 20250987     | 144761        | ADAMSON POLICE PRODUCTS                 | 10-202-100       | 1,981.20   |
| 04/25     | 04/28/2025       | 20250988     | 144506        | ADVANCE AUTO PARTS                      | 52-202-100       | 205.40     |
| 04/25     | 04/28/2025       | 20250989     | 20200132      | ALLEN, MICHAEL T                        | 10-202-100       | 1,037.50   |
| 04/25     | 04/28/2025       | 20250990     | 145724        | AMAZON CAPITAL SERVICES                 | 10-202-100       | 4,478.58   |
| 04/25     | 04/28/2025       | 20250991     | 20220035      | AMERITAS LIFE INSURANCE COMPANY         | 10-202-100       | 818.36     |
| 04/25     | 04/28/2025       | 20250992     | 20220036      | AMERITAS LIFE INSURANCE CORP            | 10-202-100       | 3,370.68   |
| 04/25     | 04/28/2025       | 20250993     | 20220880      | AUTOMATED BUSINESS PRODUCTS OF COLORAD  | 10-202-100       | 57.24      |
| 04/25     | 04/28/2025       | 20250994     | 500           | BARNHART PUMP COMPANY, INC.             | 52-202-100       | 4,818.72   |
| 04/25     | 04/28/2025       | 20250995     | 20220180      | BATTERIES + BULBS #090                  | 10-202-100       | 52.90      |
| 04/25     | 04/28/2025       | 20250996     | 137           | BILL'S EQUIPMENT AND SUPPLY INC         | 10-202-100       | 671.40     |
| 04/25     | 04/28/2025       | 20250997     | 358           | BOUND TREE MEDICAL,LLC.                 | 10-202-100       | 1,041.97   |
| 04/25     | 04/28/2025       | 20250998     | 726           | BURLAP BAG                              | 53-202-100       | 827.40     |
| 04/25     | 04/28/2025       | 20250999     | 20220770      | BUTTS, STEFFANY                         | 29-202-100       | 2,600.00   |
| 04/25     | 04/28/2025       | 20251000     | 20221093      | CANO CUSTOM LANDSCAPES, LLC             | 10-202-100       | 7,613.20   |
| 04/25     | 04/28/2025       | 20251001     | 615           | CARDMEMBER SERVICE                      | 10-202-100       | 18,740.33  |
| 04/25     | 04/28/2025       | 20251002     | 125           | CEM SALES & SERVICE                     | 10-202-100       | 1,368.05   |
| 04/25     | 04/28/2025       | 20251003     | 2021025       | CHAVEZ CONSULTING INC                   | 54-202-100       | 8,693.75   |
| 04/25     | 04/28/2025       | 20251004     | 170           | CIRSA                                   | 10-202-100       | 195,437.75 |
| 04/25     | 04/28/2025       | 20251005     | 1             | CITY OF MANITOU SPRINGS PETTY CASH      | 10-202-100       | 40.04      |
| 04/25     | 04/28/2025       | 20251006     | 235           | CLEAN AIR LAWN CARE                     | 25-202-100       | 2,560.00   |
| 04/25     | 04/28/2025       | 20251007     | 665           | COLORADO DIVISION OF FIRE PREVENTION    | 10-202-100       | 530.00     |
| 04/25     | 04/28/2025       | 20251008     | 2021034       | COLORADO PERA                           | 10-202-100       | 114.73     |
| 04/25     | 04/28/2025       | 20251009     | 177           | COLORADO SPRINGS UTILITIES              | 10-202-100       | 73,349.50  |
| 04/25     | 04/28/2025       | 20251010     | 160561        | COLORADO WATER CONSERVATION BOARD       | 52-202-100       | 5,829.89   |
| 04/25     | 04/28/2025       | 20251011     | 20220883      | DIVISION OF CHILD SUPPORT               | 10-202-100       | 312.00     |
| 04/25     | 04/28/2025       | 20251012     | 150063        | E-470 PUBLIC HIGHWAY AUTHORITY          | 10-202-100       | 5.00       |
| 04/25     | 04/28/2025       | 20251013     | 20220140      | ECOSWEEPING INC                         | 55-202-100       | 5,940.00   |
| 04/25     | 04/28/2025       | 20251014     | 20220673      | EICKHOF COLUMBARIA INC                  | 10-202-100       | 21,475.42  |
| 04/25     | 04/28/2025       | 20251015     | 321           | EL PASO COUNTY SHERIFFS OFFICE          | 10-202-100       | 12,500.00  |
| 04/25     | 04/28/2025       | 20251016     | 202119        | EXPRESS SERVICES, INC.                  | 10-202-100       | 5,491.34   |
| 04/25     | 04/28/2025       | 20251017     | 20221028      | FILANC                                  | 52-202-100       | 53,512.33  |
| 04/25     | 04/28/2025       | 20251018     | 160344        | FLAIR DATA SYSTEMS                      | 10-202-100       | 4,649.45   |
| 04/25     | 04/28/2025       | 20251019     | 20221088      | GAINWELL TECHNOLOGIES                   | 10-202-100       | 319.17     |

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| 04/25     | 04/28/2025       | 20251020     | 188           | GALLS, LLC                           | 10-202-100       | 391.58     |
| 04/25     | 04/28/2025       | 20251021     | 144799        | GARDEN OF THE GODS ACE HARDWARE      | 10-202-100       | 2.94       |
| 04/25     | 04/28/2025       | 20251022     | 1024          | GOODYEAR AUTO SERVICE CTR            | 10-202-100       | 443.60     |
| 04/25     | 04/28/2025       | 20251023     | 5040          | GOVPRO CONSULTING LLC                | 10-202-100       | 543.75     |
| 04/25     | 04/28/2025       | 20251024     | 432           | GRAINGER                             | 10-202-100       | 82.39      |
| 04/25     | 04/28/2025       | 20251025     | 20220011      | GRAPHIC TICKETS & SYSTEMS            | 55-202-100       | 2,048.71   |
| 04/25     | 04/28/2025       | 20251026     | 20221044      | GRAY, AUDREY                         | 29-202-100       | 21,760.00  |
| 04/25     | 04/28/2025       | 20251027     | 160394        | GUIRY'S INC.                         | 10-202-100       | 20.58      |
| 04/25     | 04/28/2025       | 20251028     | 681           | HACH COMPANY                         | 52-202-100       | 359.00     |
| 04/25     | 04/28/2025       | 20251029     | 436           | HOME DEPOT CREDIT SERVICES           | 55-202-100       | 555.63     |
| 04/25     | 04/28/2025       | 20251030     | 594           | HORD, COPLAN, MACHT                  | 39-202-100       | 2,844.10   |
| 04/25     | 04/28/2025       | 20251031     | 15009         | JR ENGINEERING LLC                   | 39-202-100       | 4,165.00   |
| 04/25     | 04/28/2025       | 20251032     | 144638        | KUMAR & ASSOCIATES, INC.             | 39-202-100       | 623.75     |
| 04/25     | 04/28/2025       | 20251033     | 20220682      | LANDO EXCAVATION LLC                 | 53-202-100       | 56,505.65  |
| 04/25     | 04/28/2025       | 20251034     | 160255        | LIFEMED SAFETY, INC.                 | 10-202-100       | 3,530.00   |
| 04/25     | 04/28/2025       | 20251035     | 20221087      | LLOYD, JOHN                          | 10-202-100       | 100.00     |
| 04/25     | 04/28/2025       | 20251036     | 56            | LOWE'S                               | 52-202-100       | 29.60      |
| 04/25     | 04/28/2025       | 20251037     | 939           | MANITOU ART CENTER                   | 29-202-100       | 8,270.00   |
| 04/25     | 04/28/2025       | 20251038     | 106           | MANITOU SPRINGS CHAMBER OF COMMERCE  | 10-202-100       | 146,813.75 |
| 04/25     | 04/28/2025       | 20251039     | 20220842      | MANITOU SPRINGS MIDDLE SCHOOL        | 10-202-100       | 1,000.00   |
| 04/25     | 04/28/2025       | 20251040     | 1009          | MARCUS ELECTRIC LLC                  | 55-202-100       | 955.00     |
| 04/25     | 04/28/2025       | 20251041     | 142003        | MASTER BLASTER, INC.                 | 10-202-100       | 1,160.00   |
| 04/25     | 04/28/2025       | 20251042     | 20220651      | MBI MEDICINE FOR BUSINESS & INDUSTRY | 55-202-100       | 320.00     |
| 04/25     | 04/28/2025       | 20251043     | 1082          | MEDIAWERX CORPORATION                | 29-202-100       | 1,011.00   |
| 04/25     | 04/28/2025       | 20251044     | 1118          | MELCON COMMUNICATIONS LLP            | 10-202-100       | 3,050.00   |
| 04/25     | 04/28/2025       | 20251045     | 145606        | MILE HIGH ACE HARDWARE               | 10-202-100       | 584.99     |
| 04/25     | 04/28/2025       | 20251046     | 20220280      | MOTOROLA SOLUTIONS, INC.             | 55-202-100       | 350.00     |
| 04/25     | 04/28/2025       | 20251047     | 301           | NALCO COMPANY                        | 52-202-100       | 8,907.54   |
| 04/25     | 04/28/2025       | 20251048     | 2021089       | NATIONSEARCH.COM LLC                 | 10-202-100       | 1,157.65   |
| 04/25     | 04/28/2025       | 20251049     | 20220037      | NEW YORK LIFE                        | 10-202-100       | 1,158.55   |
| 04/25     | 04/28/2025       | 20251050     | 20221067      | NTIVIA ACCOUNTING DEPT               | 10-202-100       | 15,363.19  |
| 04/25     | 04/28/2025       | 20251051     | 415           | OLSON PLUMBING & HEATING             | 10-202-100       | 3,526.37   |
| 04/25     | 04/28/2025       | 20251052     | 187           | O'REILLY AUTO PARTS / FIRST CALL     | 10-202-100       | 125.96     |
| 04/25     | 04/28/2025       | 20251053     | 20220774      | ORGANIC GARDENING SERVICES LLC       | 10-202-100       | 3,502.80   |
| 04/25     | 04/28/2025       | 20251054     | 20200095      | ORR, CATHERINE                       | 29-202-100       | .00 V      |
| 04/25     | 04/28/2025       | 20251055     | 20221090      | PETERS, JOHANN                       | 10-202-100       | 130.13     |
| 04/25     | 04/28/2025       | 20251056     | 242           | PETTY CASH - FINANCE                 | 10-202-100       | 720.00     |
| 04/25     | 04/28/2025       | 20251057     | 20220576      | PIKES PEAK BULLETIN                  | 10-202-100       | 2,150.00   |
| 04/25     | 04/28/2025       | 20251058     | 18922         | PREFERRED DOCUMENT SOLUTIONS         | 10-202-100       | 30.49      |
| 04/25     | 04/28/2025       | 20251059     | 160025        | PRODUCTION PRINTING D11              | 10-202-100       | 198.68     |
| 04/25     | 04/28/2025       | 20251060     | 20221089      | PRS                                  | 10-202-100       | 663.79     |
| 04/25     | 04/28/2025       | 20251061     | 148811        | PSI SYSTEMS, INC.                    | 10-202-100       | 288.24     |
| 04/25     | 04/28/2025       | 20251062     | 1217          | RAM PRODUCTS, LTD                    | 10-202-100       | 62.07      |
| 04/25     | 04/28/2025       | 20251063     | 194           | RAMPART                              | 10-202-100       | 465.97     |
| 04/25     | 04/28/2025       | 20251064     | 20221092      | RASMUSEN, BENJAMIN                   | 10-202-100       | 917.92     |
| 04/25     | 04/28/2025       | 20251065     | 749           | RESPEC                               | 52-202-100       | 12,914.80  |
| 04/25     | 04/28/2025       | 20251066     | 20220190      | RIVET ENGINEERING GROUP LLC          | 39-202-100       | 6,200.00   |
| 04/25     | 04/28/2025       | 20251067     | 855           | ROCKY MOUNTAIN AIR SOLUTIONS         | 52-202-100       | 2,436.82   |
| 04/25     | 04/28/2025       | 20251068     | 529           | ROCKY MOUNTAIN RESERVE               | 10-202-100       | 157.25     |
| 04/25     | 04/28/2025       | 20251069     | 143           | SCHMIDT CONSTRUCTION                 | 52-202-100       | 1,159.76   |
| 04/25     | 04/28/2025       | 20251070     | 20200287      | SHELDON'S AUTO REPAIR                | 10-202-100       | 195.48     |
| 04/25     | 04/28/2025       | 20251071     | 2004          | SHRED-IT USA                         | 10-202-100       | 34.35      |
| 04/25     | 04/28/2025       | 20251072     | 145602        | SITEONE LANDSCAPE SUPPLY             | 10-202-100       | 1,972.29   |
| 04/25     | 04/28/2025       | 20251073     | 20220387      | STUTZMAN, KARA                       | 29-202-100       | 250.00     |
| 04/25     | 04/28/2025       | 20251074     | 144725        | SUPER VACUUM MANUFACTURING CO        | 10-202-100       | 9,630.97   |
| 04/25     | 04/28/2025       | 20251075     | 20200156      | T2 SYSTEMS CANADA INC                | 55-202-100       | 5,835.75   |
| 04/25     | 04/28/2025       | 20251076     | 662           | TAYCO SCREEN PRINTING                | 10-202-100       | 208.00     |

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| 04/25         | 04/28/2025       | 20251077     | 596           | TAYLOR FENCE COMPANY                     | 10-202-100       | 150.00       |
| 04/25         | 04/28/2025       | 20251078     | 20220751      | TEMP FENCE USA                           | 55-202-100       | 979.00       |
| 04/25         | 04/28/2025       | 20251079     | 20221091      | THE RAWLINGS COMPANY LLC                 | 10-202-100       | 1,268.79     |
| 04/25         | 04/28/2025       | 20251080     | 2021042       | THUNBERG, SOPHIE                         | 29-202-100       | 5,000.00     |
| 04/25         | 04/28/2025       | 20251081     | 160437        | TOLL, SHANTI                             | 29-202-100       | 4,000.00     |
| 04/25         | 04/28/2025       | 20251082     | 170078        | TWIN BEARS                               | 10-202-100       | 12.00        |
| 04/25         | 04/28/2025       | 20251083     | 148821        | UCHEALTH MEDICAL GROUP                   | 10-202-100       | 95.00        |
| 04/25         | 04/28/2025       | 20251084     | 20200170      | UNITED SITE SERVICES                     | 55-202-100       | 4,703.00     |
| 04/25         | 04/28/2025       | 20251085     | 144398        | UNIVAR SOLUTIONS                         | 52-202-100       | 1,566.91     |
| 04/25         | 04/28/2025       | 20251086     | 743           | USA BLUEBOOK                             | 52-202-100       | 2,842.58     |
| 04/25         | 04/28/2025       | 20251087     | 20220331      | VERIZON CONNECT FLEET USA LLC            | 55-202-100       | 805.40       |
| 04/25         | 04/28/2025       | 20251088     | 160197        | VERMEER SOUTH                            | 10-202-100       | 175.98       |
| 04/25         | 04/28/2025       | 20251089     | 20220465      | WALTON, HERALD & WALTON, NAOMI           | 52-202-100       | 500.00       |
| 04/25         | 04/28/2025       | 20251090     | 439           | WALT'S TOWING                            | 10-202-100       | 140.00       |
| 04/25         | 04/28/2025       | 20251091     | 202195        | WATTERS H2O SERVICES                     | 52-202-100       | 6,262.50     |
| 04/25         | 04/28/2025       | 20251092     | 1027          | WESTERN PAPER DISTRIBUTORS, INC.         | 10-202-100       | 1,283.34     |
| 04/25         | 04/28/2025       | 20251093     | 20200273      | WOLFCO COMMERCIAL SERVICES               | 10-202-100       | 175.00       |
| 04/25         | 04/28/2025       | 20251094     | 20220024      | WOLFCO COMMERCIAL SERVICES               | 10-202-100       | 135.00       |
| 04/25         | 04/28/2025       | 20251095     | 20220025      | WOLFCO COMMERCIAL SERVICES               | 10-202-100       | 165.00       |
| 04/25         | 04/28/2025       | 20251096     | 20220358      | WOLFCO COMMERCIAL SERVICES               | 10-202-100       | 100.00       |
| 04/25         | 04/28/2025       | 20251097     | 160160        | WONG, MARK                               | 10-202-100       | 145.72       |
| 04/25         | 04/28/2025       | 20251098     | 551           | XEROX FINANCIAL SVCS/MARLIN LEASING CORP | 10-202-100       | .00 V        |
| 04/25         | 04/30/2025       | 20251098     | 20221083      | BAREFOOT NATIVE                          | 55-202-100       | .00 V        |
| 04/25         | 04/30/2025       | 20251099     | 20221080      | TASSENT, YOKE                            | 10-202-100       | 55.00        |
| Grand Totals: |                  | 305          |               |                                          |                  | 1,916,495.83 |

## Report Criteria:

Report type: Summary

Check.Type = {&lt;&gt;} "Adjustment"



## Memorandum

Title: May 3, 2025 City Council Special Meeting Minutes

From: City Clerk's Office

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

---

May 20, 2025

### **Purpose:**

To review and approve the meeting minutes from the May 3, 2025 City Council meeting.

### **Background:**

The City Council met in special session on May 3, 2025.

### **Pros and Cons:**

N/A

### **Fiscal Impact:**

None.

### **Workload Impact:**

Approximately one hour of staff time to prepare and review the minutes.

### **Recommended Action:**

Approve the May 3, 2025 City Council special meeting minutes through the approval of the consent calendar.

**CITY OF MANITOU SPRINGS  
CITY COUNCIL**

Special Meeting Minutes  
606 Manitou Avenue  
May 3, 2025

The City Council of Manitou Springs held a Special Session on Tuesday, May 3, 2025, at 606 Manitou Avenue, in the City of Manitou Springs, County of El Paso, and State of Colorado.

**COUNCIL MEMBERS PRESENT FOR ROLL CALL:**

Mayor John Graham  
Mayor Pro Tem Natalie Johnson  
Councilor Judith Chandler  
Councilor John Shada  
Councilor Julie Wolfe  
Councilor Nancy Fortuin  
Councilor Michelle Whetherhult

**A. SPECIAL MEETING CALL TO ORDER**

Mayor Graham called the work session portion of the meeting to order at 9:02 AM.

**B. ROLL CALL**

All members of the City Council were present for the roll call.

**C. APPROVAL OF AGENDA**

Councilor Fortuin moved to approve the agenda as presented. The motion was seconded by Councilor Chandler. The motion carried unanimously (7-0).

**D. EXECUTIVE SESSION**

1. An Executive Session for the consideration of documents protected by the mandatory nondisclosure provisions of the Open Records Act, pursuant to Section 5.1(f) of the Manitou Springs Home Rule Charter, specifically C.R.S. §24-72-204(1)(a), et seq., and by reference C.R.S. §29-2-106(4)(c)(II), pertaining to sales tax information of a confidential nature.

Mayor Graham read the purpose of the Executive Session into the record at 9:02 AM.

Mayor Pro Tem Johnson moved to enter the Executive Session for the stated purpose. The motion was seconded by Councilor Shada. The motion was carried unanimously (7-0).

The City Council moved back to Special Session at 2:19 PM. Mayor Graham confirmed the Executive Session was held solely for the stated purpose and that no formal decision was made.

### **ADJORN**

With no other items to discuss, Councilor Chandler moved to adjourn the meeting. The motion was seconded by Mayor Pro Tem Johnson. The motion was carried (7-0). The meeting adjourned at 2:19 PM.

Attest:

---

John Graham, Mayor

---

Elena Krebs, City Clerk

*If you need this document in an alternative format, such as large print, accessible PDF, or Braille, please contact the City Clerk's Office at [cityclerk@manitouspringsco.gov](mailto:cityclerk@manitouspringsco.gov) or (719) 685-2554.*



## Memorandum

Title: May 6, 2025 City Council Regular Meeting Minutes

From: City Clerk's Office

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

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May 20, 2025

### **Purpose:**

To review and approve the meeting minutes from the May 6, 2025 City Council meeting.

### **Background:**

The City Council met in regular session on May 6 ,2025.

### **Pros and Cons:**

N/A

### **Fiscal Impact:**

None.

### **Workload Impact:**

Approximately three hours of staff time to attend the meeting and to prepare and review the minutes.

### **Recommended Action:**

Approve the May 6, 2025 City Council regular meeting minutes through the approval of the consent calendar.

**CITY OF MANITOU SPRINGS  
CITY COUNCIL**

Regular Meeting Minutes  
606 Manitou Avenue  
May 6, 2025

The City Council of Manitou Springs met in Regular Session on Tuesday, May 6, 2025, at 606 Manitou Avenue, in the City of Manitou Springs, County of El Paso, and State of Colorado.

**COUNCIL MEMBERS PRESENT FOR ROLL CALL:**

Mayor John Graham  
Mayor Pro Tem Natalie Johnson  
Councilor Judith Chandler  
Councilor John Shada  
Councilor Nancy Fortuin  
Councilor Michelle Whetherhult

**COUNCIL MEMBERS ABSENT FOR ROLL CALL:**

Councilor Julie Wolfe (Arrived at 6:06 PM)

**A. CALL TO ORDER**

Mayor Graham called the meeting to order at 6:02 PM.

**B. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited.

**C. ROLL CALL**

All members of the City Council were present for the roll call, except for Councilor Wolfe.

**D. APPROVAL OF AGENDA**

Councilor Shada moved to approve the agenda as presented. The motion was seconded by Councilor Fortuin. The motion carried unanimously (6-0).

**E. PUBLIC COMMENT ON NON-AGENDA ITEMS**

There was no public comment.

## F. CONSENT CALENDAR

1. April 8, 2025 City Council Special Meeting Minutes
2. April 15, 2025 City Council Regular Meeting Minutes
3. April 22, 2025 City Council Special Meeting Minutes
4. Approve the American Institute of Architects (AIA) Document A133-2019 Agreement with Fransen Pittman for Hiawatha Gardens Pre-Construction Services Phase 1, 3 and 4
5. Approve the American Institute of Architects (AIA) Document A133-2019 Agreement with Fransen Pittman for Hiawatha Gardens Pre-Construction Phase 2

**Note for the Record** – This item was pulled from the consent calendar as requested by Councilor Fortuin.

6. Approve the American Institute of Architects (AIA) Document B133-2019 Agreement with Davis Partnership Architects for Hiawatha Gardens Phase 1 (Parking Lot and Restroom Structure)
7. Approve the American Institute of Architects (AIA) Document B133-2019 Agreement with Davis Partnership Architects for Hiawatha Gardens Phase 2 (Pavilion and Plaza)

**Note for the Record** – This item was pulled from the consent calendar as requested by Councilor Fortuin.

8. Approve the American Institute of Architects (AIA) Document B133-2019 Agreement with Davis Partnership Architects for Hiawatha Gardens Phase 3 (Old Mans Trail and Vehicular Bridge)
9. Approve the American Institute of Architects (AIA) Document B133-2019 Agreement with Davis Partnership Architects for Hiawatha Gardens Phase 4

**Note for the Record** – Councilor Wolfe arrived at 6:06 PM.

Councilor Fortuin moved to approve the consent calendar as amended. The motion was seconded by Mayor Pro Tem Johnson. The motion carried unanimously (7-0).

F5. Approve the American Institute of Architects (AIA) Document A133-2019 Agreement with Fransen Pittman for Hiawatha Gardens Pre-Construction Phase 2

Councilor Fortuin stated that she did not think it would be beneficial to have two open air pavilions across the street from one another and expressed concern about the costs

associated with phase two. She added that she felt the final concept did not get the time and consideration needed with some changes occurring late in the process.

Mayor Graham stated that he had concerns as well and noted the large amount of material presented for review.

Councilor Wolfe moved to approve the American Institute of Architects (AIA) Document A133-2019 Agreement with Fransen Pittman for Hiawatha Gardens Pre-Construction Phase 2. The motion was seconded by Councilor Shada. The motion was carried (6-1) with Councilor Fortuin as the dissenting vote.

F7. Approve the American Institute of Architects (AIA) Document B133-2019 Agreement with Davis Partnership Architects for Hiawatha Gardens Phase 2 (Pavilion and Plaza)

Councilor Fortuin reiterated her concerns about the planned Pavilion and costs previously stated about item F5.

Councilor Chandler moved to approve the American Institute of Architects (AIA) Document B133-2019 Agreement with Davis Partnership Architects for Hiawatha Gardens Phase 2. The motion was seconded by Councilor Shada. The motion was carried (6-1) with Councilor Fortuin as the dissenting vote.

## **G. PRESENTATION**

### 1. Mountain Metro Presentation – Route 3 and Fall 2025 Schedule

Jacob Matsen, Transit Planning and Operations Supervisor with Mountain Metropolitan Transit presented the proposed bus schedule. He noted that there are two service changes a year, and that the change to extend Route 33 to include the Dillon Mobility Hub is expected to be implemented on September 28, 2025. He presented the proposed route along Manitou Avenue, with a planned layover at Fields Park for the next couple of years until the Dillon Parking Lot can accommodate buses and stated that the current layover time is six minutes. He explained that the extended route would result in a smaller number of round trips, with times between each stop increasing and suggested that the city may want to consider an additional bus. Additionally, Transit Planning and Operations Supervisor Matsen presented the plan to share the costs of Route 3 between the City of Colorado Springs and the City of Manitou Springs, providing free service to riders. He reviewed the current route which runs from the Downtown Colorado Springs Terminal to Old Man's Trail in Manitou Springs and presented the cost share plan with a total cost of \$52,222 for Manitou Springs and \$148,354 for Colorado Springs. He noted that a new Intergovernmental Agreement (IGA) would be needed and that this change is expected to be implemented on April 26, 2026. He stated that the Manitou Springs Mobility and Parking Board (MAP) voted unanimously to support the proposed plan on April 23, 2025. He added that they hope

the plan will lead to reduced traffic in Manitou Springs and that the savings from what the city has paid for Route 36 could help pay for the costs of Route 3.

There was a brief discussion about Colorado Department of Transportation (CDOT) in which Transit Planning and Operations Supervisor Matsen confirmed that CDOT does not need to approve the layover stops.

Transit Planning and Operations Supervisor Matsen noted that the stop at the Smischny Parking Lot would not be included in the new route.

Councilor Chandler commended the proposal and expressed appreciation for the thoughtful consideration for the plan.

Mayor Graham echoed appreciation for the proposed plan.

## **H. BUSINESS**

1. First Reading of Ordinance No. 0625, an Ordinance of the City of Manitou Springs, Colorado, Amending Section 10.04.020(24) of the Manitou Springs Municipal Code to Reduce the Default Speed Limit on City Streets to 20 Miles Per Hour

City Administrator Denise Howell introduced the ordinance and noted that the subject was previously discussed during a City Council Work Session on April 8, 2025.

Police Chief Bill Otto confirmed that in areas without posted speed limits the default speed limit would apply.

Councilor Chandler stated that she would like to see all of El Paso Boulevard change to a 20 Mile Per Hour speed limit, rather than the current posted speed limit of 25 Miles Per Hour.

There was a general discussion about the impact the ordinance and posted speeds would have on speed limits in different areas of the city, in which City Administrator Howell stated that staff would do additional research regarding the Model Traffic Code to confirm.

City Attorney Jeff Parker confirmed that the City's current speed limits would be changed by the ordinance as the City has already adopted section 1101(7) of the Model Traffic Code, which enables the City to adopt their own speed limits, therefore, making the default speed limit 20 Miles Per Hour in residential and nonresidential districts. He explained that if the City Council is concerned about the definitions of districts referenced in the code or the ordinance, then more research should be done to ensure that the ordinance does not conflict with the Model Traffic Code and that the change does effectively accomplish what the City Council is trying to implement.

City Administrator Howell advised posting speed limits where changes will be made, rather than simply removing signs, to avoid confusing drivers who may be unaware of the change.

Councilor Wolfe suggested adding signage at each entry point to the city notifying drivers of the default speed limit for all areas without posted speeds, similar to what the City of Colorado Springs does.

Councilor Chandler expressed concern about the definitions being inclusive of El Paso Boulevard.

Councilor Shada moved to approve on first reading Ordinance No. 0625, an Ordinance of the City of Manitou Springs, Colorado, Amending Section 10.04.020(24) of the Manitou Springs Municipal Code to Reduce the Default Speed Limit on City Streets to 20 Miles Per Hour. The motion was seconded by Councilor Wolfe. The motion was carried unanimously (7-0).

2. First Reading of Ordinance No. 0725, An Ordinance Amending Title 2 with the Addition of a New Chapter 2.66 Concerning Elections

City Clerk Elena Krebs stated that the City's Charter does reference the laws that govern elections and some petition procedures, however the code is missing some basic framework regarding elections that would be procedurally beneficial. She explained that the ordinance will add a deadline for write in candidates with the option to cancel an election in the event where there are no opposing candidates, as well as defined requirements for Campaign Finance Laws for a simpler process.

Councilor Chandler noted that only 25 signatures are required to have your name added to the ballot for open City Council positions and expressed concerns about cancelling elections. She added that allowing residents to vote promotes fair and free elections, highlighting the importance of the act of voting.

Councilor Wolfe stated that allowing the city to cancel elections without opposing candidates would save money and suggested adding language deeming the unopposed candidates elected officials.

City Attorney Parker confirmed that the law allowing for the cancellation of unopposed elections does treat the new officials the same as an elected official.

Councilor Fortuin noted that the ordinance would give the city the option to cancel, which would be a beneficial option to potentially save on election costs.

Councilor Chandler added that an election allows the elected person to receive feedback of their support via the count of votes in favor. She expressed that she finds the process more characteristic of an appointed official than that of a genuinely elected official.

Councilor Wolfe moved to approve on first reading, Ordinance No. 0725, An Ordinance Amending Title 2 with the Addition of a New Chapter 2.66 Concerning Elections. The

motion was seconded by Councilor Shada. The motion was carried (6-1), with Councilor Chandler as the dissenting vote.

## **I. RECEIVE OR ACT ON COUNCIL CORRESPONDENCE**

Councilor Fortuin shared that the URA met in the morning and that there will be a new owner of Colorado Lodge at the end of May who has plans to renovate the lodge.

Mayor Graham shared that there was an award ceremony for the Fire Department on Friday, May 2, 2025. He added that the new Fire Training Facility was dedicated to the former Fire Chief, John Forsett.

## **J. CITY ADMINISTRATOR REPORT**

City Administrator Denise Howell reports on the following:

- Staff is monitoring storm drainage during the heavy rain.
- The potholes in front of the library will need to be repaired after the rain has stopped.

## **K. EXECUTIVE SESSION**

1. An Executive Session to determine positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators, pursuant to Section 5.1(d) of the Manitou Springs Municipal Charter. This executive session concerns the Manitou Springs Metropolitan District.
2. An Executive Session to determine positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators, pursuant to Section 5.1(d) of the Manitou Springs Municipal Charter, concerning the management and operation of the Incline.

Mayor Graham read the purpose of the Executive Session into the record at 7:12 PM.

Councilor Wolfe moved to enter the Executive Session for the stated purpose. The motion was seconded by Councilor Chandler. The motion was carried (7-0).

The City Council moved back to Regular Session at 9:47 PM. Mayor Graham confirmed the Executive Session was held solely for the stated purpose and that no formal decision was made.

## ADJORN

With no other items to discuss, Councilor Wolfe moved to adjourn the meeting. The motion was seconded by Councilor Whetherhult. The motion was carried unanimously (7-0).

The meeting was adjourned at 9:47 PM.

Attest:

---

John Graham, Mayor

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Elena Krebs, City Clerk

*If you need this document in an alternative format, such as large print, accessible PDF, or Braille, please contact the City Clerk's Office at [cityclerk@manitouspringsco.gov](mailto:cityclerk@manitouspringsco.gov) or (719) 685-2554.*



## Memorandum

Title: Requesting Approval of the Energy Performance Contract with Schneider Electric

From: Denise Howell, City Administrator

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

---

May 20, 2025

### **Purpose:**

To approve the Energy Performance Contract with Schneider Electric for a turnkey water meter replacement program and municipal facility improvements.

### **Background:**

The Colorado Energy Office Energy Performance Contracting Program assists local governments to incorporate energy and water conservation measures with little or no upfront capital.

The City selected Schneider Electric to perform an Investment Grade Audit in order to design and engineer a constructable solution for energy and water efficiency updates. The main focus of this project has been a comprehensive water meter replacement for all active accounts in Manitou Springs. Other improvements include LED lighting at 11 facilities and sites, window replacements and HVAC installation for Memorial Hall, and updated IT and telecommunications services, resulting in lower contract costs. A communications campaign for the water meter scope of work is included to inform the community and streamline the installation process.

Schneider Electric completed the investment Grade Audit. They received approval from the Colorado Energy Office on the content, veracity of, and adherence to state statute for the Investment Grade Audit Report as well as the Energy Performance Contract agreement.

### **Pros and Cons:**

#### **Pros:**

- State loan to pay for the meter replacements.
- Replacement of the water meter will reduce our water loss.
- Provide a customer portal - customers are made aware of leaks early.
- Leak detection
- Save on the cost of replacing meters that are no longer operating



- Upgrade billing software
- Meters must be replaced

**Cons:**

- Cost
- Inconvenience to customers

**Fiscal Impact:**

The project will pay for itself within a 20-year period. The first three years of savings and additional water revenues at minimum are guaranteed per state statute. A 20-year lease purchase agreement with Huntington Bank will be used to finance the project. Savings and revenues generated annually by these improvements will meet or exceed the annual lease payments.

The maximum contract price is \$3,963,779.

**Workload Impact:**

Significant

**Recommended Action:**

Move to approve the Energy Performance Contract with Schneider Electric through approval of the consent calendar.

## COLORADO ENERGY OFFICE – ENERGY PERFORMANCE CONTRACTING PROGRAM



### ENERGY PERFORMANCE CONTRACTING

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

#### *MODEL CONTRACT*

*The Colorado Energy Office presents this document as a model contract. General Counsel to Political Subdivision should make suitable adaptations to this Model Contract pursuant to applicable Political Subdivision statutes, charter provisions and code or other procedural requirements.*

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|                                                    |                                                    |
|----------------------------------------------------|----------------------------------------------------|
| POLITICAL SUBDIVISION:                             | <u>City of Manitou Springs, Colorado</u>           |
| ENERGY SERVICE COMPANY<br>(STATE REGISTERED NAME): | <u>Schneider Electric Buildings Americas, Inc.</u> |
| PROJECT NUMBER:                                    | <u></u>                                            |
| PROJECT NAME:                                      | <u>City of Manitou Springs EPC</u>                 |

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## **PARTIES**

This Energy Performance Contract (hereinafter called "Contract" or "EPC") is entered into by and between Schneider Electric Buildings Americas, Inc., (hereinafter called "Contractor"), and the City of Manitou Springs, CO (hereinafter called the "City" or "Political Subdivision").

## **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 approvals, clearance and coordination have been accomplished by Political Subdivision, to enter into a contract for the design and implementation of energy analysis and recommendations pertaining to measures that would significantly increase Utility Cost Savings, Operations and Maintenance Cost Savings, and Vehicle Fleet Operational and Fuel Cost Savings, pursuant to **§29-12.5-101, C.R.S.**; and

**WHEREAS**, the Contractor or other entity and the Political Subdivision entered into a certain Investment Grade Audit (IGA) Contract pursuant to **§29-12.5-102, C.R.S.**, whereby the Contractor or other entity provided an analysis and recommendations in the form of an IGA Report and an Energy Performance Contracting (EPC) Project Proposal. Such report and project proposal provided: estimates of (i) the amounts by which Utility Cost Savings and Operation and Maintenance Cost Savings would increase and (ii) all costs of such Utility Cost-Savings Measures or Facility Improvement Measures (FIMs), including, but not limited to, itemized costs of design, engineering, equipment, materials, installation, maintenance, repairs, and debt service or estimates of (i) the amounts by which Vehicle Fleet Operational and Fuel Cost Savings would increase and (ii) all costs of such Vehicle Fleet Operational and Fuel Cost-Savings Measures, set forth in **§29-12.5-102(2), C.R.S.**; and

**WHEREAS**, the Contractor or other entity was selected by the Political Subdivision as the entity to analyze and recommend measures to significantly increase utility cost, operation and maintenance cost, and vehicle fleet operational and fuel cost savings, through an IGA, pursuant to competitive negotiations; and

**WHEREAS**, the Political Subdivision has approved Contractor's or other entity's analyses and recommendations in the IGA set forth in **§29-12.5-102, C.R.S.**; and

**WHEREAS**, the analysis and recommendations provided by the Contractor or other entity pursuant to the IGA indicate that the expected annual payments by the Political Subdivision required under this Contract, or as required in a contract with the Political Subdivision and any Third-Party Lessor, which payments shall include any annual maintenance costs and annual fees for measurement and verification per statute, for the implementation of one or more Utility Cost-Savings Measures or FIMs is required to be equal to or less than the sum of the Utility Cost Savings and Operation and Maintenance Cost Savings achieved by the implementation of such Utility Cost-Savings Measures and FIMs on an annual basis; and

**WHEREAS**, the Contractor or other entity and the Governing Body of the Political Subdivision have reviewed the Energy Performance Contract Project Proposal, which was derived from the IGA Report, in respect of which the Political Subdivision has received and reviewed the IGA Record of Review from the Colorado Energy Office (CEO), and created a finalized EPC Description of Work (**Schedule B**), and that all the necessary information has been incorporated into the appropriate EPC schedules to complete the Work; and

**WHEREAS**, the Contractor is either (i) the same entity that performed the IGA and is therefore exempt from any additional competitive bidding or procurement provisions, pursuant to **§29-12.5-103(1)(a), C.R.S.**, or (ii) not the same entity that performed the IGA and was selected for performance of this Contract pursuant to negotiation requirements, and applicable competitive bidding or procurement provisions; 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 effective 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 28 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 or reimburse the Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract, except that the Principle Representative may make any payments for work that was completed under a properly executed contract for an investment grade audit that are to be paid under this contract in accordance with the terms of the investment grade audit 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.

#### **1. DEFINITIONS**

The following terms as used herein 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**

"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. 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.

**G. Colorado Open Records Act (CORA)**

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

**H. 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.

**I. Compensation**

"Compensation" means the funds payable to the Contractor by the Political Subdivision for the performance of the Contractor's obligations hereunder, including, but not limited to, the Project and the

M&V Services.

**J. Contingency Funds**

"Contingency Funds," if applicable, means the moneys of the Political Subdivision not included in the Fixed Limit of Construction Cost and budgeted, appropriated and encumbered for Project contingency purposes in order that the Political Subdivision may use such moneys to pay to the Contractor, any other contractor through a Separate Contract constituting a portion of the Project Work as determined and authorized by the Governing Body, or any Third-Party Lessor. Contingency Funds could be used in the event of construction cost budget overage, if the Principal Representative, upon the authorization of the Governing Body, determines to add to or change the Contractor's Scope of Work, hire a contractor for special services (example-environmental remediation) or reduce the Political Subdivision's obligation to any Third-Party Lessor, all pursuant to **Article 6(C)** and **Article 6(J)**.

**K. Construction Commencement Date**

"Construction Commencement Date" means the date the Principal Representative issues a written Notice to Proceed to Commence Construction Phase form, which shall not be issued until all necessary permits and approvals that are the responsibility of the Political Subdivision have been obtained by the Political Subdivision

**L. Construction Documents**

"Construction Documents" means the documents set forth in **Article 6(A)**.

**M. Construction Term**

"Construction Term" means the period of time in which Contractor shall complete the Project, pursuant to **Article 6(F)**. Construction is representative of Installation, Commissioning, Training and project closeout up until the point of turn over by the Contractor to the Political Subdivision.

**N. Contract Documents**

"Contract Documents" means this Contract; the Exhibits; the Schedules; and the Construction Documents. **Article 25**, list the Exhibits and Schedules attached hereto and incorporated by reference herein.

**O. Contractor's Intellectual Property**

"Contractor's Intellectual Property" means any formulas, patterns, devices, inventions or processes, copyrights, patents, or other intellectual property purchased, licensed or developed or otherwise rightfully owned or possessed by Contractor, plus any modifications or enhancements thereto and derivative works based thereon.

**P. Contractor's One-Year Warranty**

"Contractor's One Year Warranty" means the warranty period means twelve (12) months from the date of Substantial Completion, which for purposes of this Contract means that the construction work has been completed to the point that it can be utilized for its intended use.

**Q. Contract Term**

"Contract Term" means the definition set forth in **Article 2(B)**.

**R. 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 =  $\sum \text{each measure} \div \text{total cost} \times \text{service life}$ .

**S. C.R.S.**

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

**T. Deliverable**

"Deliverable" means any document, material, data, information, specification or other deliverable that Contractor is required to deliver to the Principal Representative under this Contract, the Exhibits, Schedules or other document or report which is required to be delivered by Contractor to the Principal Representative pursuant to this Contract and is created after the Effective Date.

**U. Design Documents**

"Design Documents" or "DDs" means documents supplied by Contractor consisting of drawings, specifications, and other documents that fix and describe the size and character of the entire Project as to architectural, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate, and include design plans and documentation for each Utility Cost-Savings Measure or FIM that may become part of the Project, and as further described in **Article 5(C)**.

**V. Energy**

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

**W. Energy Conservation Measure**

“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.

**X. 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 **C.R.S.29-12.5-101 (2.5)**.

**Y. 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.

**Z. 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 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.

**AA. 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.

**BB. Equipment**

“Equipment” means the equipment, systems and associated services set forth on **Schedule B**, together and with any and all includes all replacements, repairs, restorations, Modifications and improvements of or to such Equipment.

**CC. Escrow Agreement**

"Escrow Agreement" means the escrow agreement, if applicable, executed by the Political Subdivision, the Lessor, if any, and the Escrow Fund Custodian, pursuant to which the Escrow Fund is established and administered.

**DD. Escrow Fund**

"Escrow Fund" means the fund, if applicable, established under the Escrow Agreement

**EE. Escrow Fund Custodian**

"Escrow Fund Custodian" is indicated in **Article 3D**.

**FF. Evaluation**

"Evaluation" means the process of examining the Contractor's Work and rating such Contractor's Work based on criteria established in this Contract.

**GG. Excluded Materials and Activities**

"Excluded Materials and Activities" means asbestos, materials containing asbestos, or the existence, use, detection, removal, containment or treatment thereof, pollutants, hazardous wastes, hazardous materials, or the storage, handling, use, transportation, treatment, or the disposal, discharge, leakage, detection, removal, or containment thereof.

**HH. Facility**

"Facility " or "Facilities" means any building or utility owned or operated by the Political Subdivision.

**II. 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.

**II. 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.

**JJ. 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.

**KK. Fiscal Year**

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

**LL. Fixed Limit of Construction Cost**

"Fixed Limit of Construction Cost" or "FLCC" means the total amount to be paid by the Political Subdivision or any Third-Party Lessor to Contractor for Contractor's satisfactory performance, construction, and installation of all elements of the Work, which shall include, but not be limited to, costs and expenses, permits, performance bonds, materials, labor, auditing, IGA, design, engineering, project construction management costs, commissioning, training, profit, travel expenses, communications, code work, including review, inspection, and compliance unless otherwise noted, acquisition and installation of Equipment. The Fixed Limit of Construction Cost is included as a part of the MCP and all costs comprising the Fixed Limit of Construction Cost shall be identified in **Schedule F**, which shall be executed after this Contract is effective. The Fixed Limit of Construction Cost does not include any Contingency Funds or the M&V Fee.

**MM. 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.**

**NN. Guarantee**

“Guarantee” means the warranty and guarantee made by the Contractor in **Article 14** hereof that for each year of the Guarantee Period, the Project shall result in annual cost savings equal to or greater than the Guaranteed Annual Cost Savings presented in **Schedule C** which shall be equal to or greater than the Political Subdivision’s annual payments used to repay the project funding, as set forth in **§29-12.5-101(3),**

**C.R.S.** Failure to meet the Guaranteed Annual Cost Savings in any year during the Guarantee Period shall result in Contractor directly remunerating the Political Subdivision the dollar amount equal to the cost value of that year’s Guaranteed Annual Cost Savings shortfall. Alternatively, subject to the Governing Body’s consent, which shall not be unreasonably withheld, Contractor may implement additional Utility Cost-Savings Measures or FIMs, at no cost to the Political Subdivision, which may generate additional annual cost savings in future years of the Performance Period to offset future Guaranteed Annual Cost Savings shortfall.

**OO. 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 Contractor set forth in **EPC Schedule D.**

**PP. Guaranteed Annual Cost Savings**

“Guaranteed Annual Cost Savings” means measurable and verifiable aggregate of Guaranteed Annual Utility Cost Savings, Guaranteed Annual Operations and Maintenance Cost Savings, and Annual Vehicle Fleet Operational and Fuel Cost Savings guaranteed by Contractor resulting from the Project that shall occur for each year of the Guarantee Period pursuant to **Schedule C.** Guaranteed Annual Utility Cost Savings shall be determined by Contractor’s Measurement and Verification of annual utility unit use reductions and the application of mutually agreed to baseline and escalated utility unit costs for each year of the Guarantee Period as defined in **Schedule C.**

**QQ. Guaranteed Annual Operations and Maintenance Cost Savings**

“Guaranteed Annual Operations and Maintenance Cost Savings” means annual cost savings resulting from a verifiable reduction in the Political Subdivision’s operation and maintenance budget.

**RR. Guaranteed Annual Utility Cost Savings**

“Guaranteed Annual Utility Cost Savings” means annual Utility Cost Savings resulting from a reduction of usage and the application of the mutually agreed to baseline and escalated utility unit rates as presented in **Schedule C.**

**SS. Guaranteed Annual Vehicle Fleet Operational and Fuel Cost Savings**

“Guaranteed Annual Vehicle Fleet Operational and Fuel Cost Savings” means measurable and verifiable annual cost savings resulting from the reduction of vehicle operations, fuel and maintenance costs.

**TT. 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 §7**).

**UU. Investment Grade Audit**

“Investment Grade Audit” or “IGA” means a detailed audit of certain Facilities of the Political Subdivision, including the Premises, conducted by the Contractor or another party pursuant to the IGA Contract, as provided in **§29-12.5-102, C.R.S.** and in respect of which the Political Subdivision has received and reviewed the IGA Record of Review from the CEO, which serves as the basis for this Energy Performance Contract.

**VV. 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.

**WW. kW**

“kW” means “Kilowatt” (abbreviation)

**XX. kWh**

“kWh” means “Kilowatt-hour” (abbreviation)

**YY. Lease Purchase Agreement**

“Lease Purchase Agreement” means any annually renewable lease purchase financing agreement entered into by the Political Subdivision, as lessee of the Equipment, and a Third-Party Lessor, as lessor of the Equipment and Services, for the financing of the Utility Cost-Savings Measures and FIMs as a result of Contractor’s work pursuant to this Contract (constituting the capital project so financed), as authorized pursuant to **§29-12.5-103, C.R.S.**

**ZZ. Material Change**

“Material Change” means any change or cumulative changes in or to the Premises, whether structural, operational or otherwise in nature as determined by the Governing Body or the Principal Representative, if authorized to do so by the Governing Body, and the Contractor, to increase or decrease Guaranteed Annual Cost Savings, as defined in **PP** above, in accordance with the provisions and procedures set forth in **Schedule B** and is correlated with such change in energy or water usage, and as described in **Article 17**.

**AAA. Maximum Contract Price**

“Maximum Contract Price” or “MCP” means the maximum amount of total allowable costs under this Contract, as set forth in **Article 4(A)**, which shall be the total amount paid by the Political Subdivision, or Third-Party Lessor on behalf of the Political Subdivision, to Contractor, and which shall include, but not be limited to, the Fixed Limit of Construction Cost, the Measurement and Verification Fee, and any Contingency Funds. It is the maximum amount payable to the Contractor pursuant to this Contract.

**BBB. 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 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.

**CCC. M&V Commencement Date**

“M&V Commencement Date” means the first day of the month following the completion by Contractor and the Principal Representative’s submittal of Notice of Final Acceptance.

**DDD. M&V Fee**

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

**EEE. 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**.

**FFF. M&V Services**

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

**GGG. M&V Term**

"M&V Term" has the meaning as described to it in **EPC Contract §13(D)**.

**HHH. MMBtu**

"MMBtu" means 1 Million British thermal unit (abbreviation).

**III. Modification (of Equipment)**

"Modification of Equipment" means a field installable upgrade, feature, addition, accessory or modification to Equipment, which is made by or for the original manufacturer of such Equipment.

**JJJ. Modification (to the contract)**

"Modification to the Contract" means a written (i) amendment to this Contract signed by both parties or (ii) Change Order executed by both parties in accordance with **Schedule A**.

**KKK. Open Book Pricing**

"Open Book Pricing" means "Open Book Pricing" as set forth in **Article 6(H)**.

**LLL. Operation 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.

**MMM. Personally Identifiable Information (PII)**

"PII" means personally identifiable information including, without limitation, any information maintained by the Political Subdivision about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in **§24-72-501, C.R.S.**

**NNN. Political Subdivision Confidential Information**

"Political Subdivision Confidential Information" means any and all Records of the Political Subdivision not subject to disclosure under CORA and not already publicly available. Confidential Information of the Political Subdivision shall include, but is not limited to PII, Tax Information, and Political Subdivision personnel records not subject to disclosure under CORA and not already publicly available.

**OOO. Premises**

"Premises" is as set forth in **Article 5(A)**.

**PPP. Project**

"Project" means Contractor's design, acquisition, construction, and installation of the Utility Cost-Savings Measures and FIMs, and all Equipment and Services related thereto, as set forth in **Schedule B** and the Contract Documents, but does not include M&V Services.

**QQQ. Rebate**

"Rebate" means moneys including solar REC's and utility rebates, all as described in **Schedule B** and on **Schedule G**.

**RRR. Review**

"Review" means the examination by the Principal Representative of the Contractor's Work to ensure that it is adequate, accurate, correct and in accordance with this Contract.

**SSS. Schedule A**

"**Schedule A**" means **Schedule A** to this Contract, attached hereto as General Conditions of the Energy Performance Contract.

**TTT. Schedule B**

"**Schedule B**" means **Schedule B** to this Contract, attached hereto as EPC Description of Work. The **Schedule B** is developed from information in the EPC Project Proposal. **Schedule B** includes, but is not limited to: the final list of facilities that define the Premise, final list of improvements, installed equipment and upgrades, training, start-up, commissioning, and design/construction schedule. **Schedule B** details the cost for the Work from initial design to the start of the Guarantee Period. **Schedule B** includes the financial performance including any rebates, grants, Political Subdivision provided funds, and the potential third-party financial amount that totals up to the Maximum Contract Price.

**UUU. Services**

“Services” means all services performed by Contractor hereunder, including, but not limited to, engineering, design, project management, construction management, design, training, and M&V Services, and tangible material produced either separately or in conjunction with the Work performed.

**VVV. Simple Payback**

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

**WWW. 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.

**XXX. 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.

**YYY. 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.

**ZZZ. Utility Cost Savings**

“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.

**AAAA. 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.**

**BBBB. 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, daylighting harvesting, 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 including occupancy controls 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. Upgrades and changes to electrical infrastructure including but not limited to motors, transformer and switch gear which may have energy savings and or maintenance savings.
- xiii. Procurement of low-cost energy supplies of all types, including electricity, natural gas and other fuel

sources, and water

- xiv. Indoor air quality improvements that conform to applicable building code requirements
- xv. Daylighting systems
- xvi. 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
- xvii. Services to reduce utility costs by identifying utility errors and optimizing existing rates schedules
- xviii. 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
- xix. Vehicle fleet operational and fuel cost savings
- xx. 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.

**CCCC. Vehicle Fleet Operational and Fuel Cost Savings**

“Vehicle Fleet Operational and Fuel Cost Savings” means the definition set forth in **CRS§29-12.5-101(10)**, which is 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 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.

**DDDD. Vehicle Fleet Operational and Fuel Cost-Savings Contract**

“Vehicle Fleet Operational and Fuel Cost-Savings Contract” in 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.

**EEEE. 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.

**FFFF. Work**

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

**GGGG. Work Product**

“Work Product” means the tangible 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 a Schedule shall be construed and interpreted as defined in that Schedule.

## **2. ORGANIZATION AND TERM**

### **A. Contract Phases**

This Contract shall be performed in accordance with its provisions and contains the following phases:

- i. Funding (**Articles 3 and 4**)
- ii. Pre-Construction (**Article 5**)
- iii. Construction (**Article 6, 7, and 9**)
- iv. Start-up, Commissioning, and Acceptance (**Article 8**)

- v. Training (**Article 10**)
- vi. Measurement and Verification (**Article 13**)

**B. Contract Term**

Contractor shall complete the Work and its other obligations as described herein on or before

May 28, 2026.

The Political Subdivision shall not be liable to compensate Contractor for any Work performed prior to the Effective Date or after the termination of this Contract, except as otherwise provided in the Investment Grade Audit Agreement which shall survive any early termination or cancellation of the Contract. The term of this Contract ("Contract Term") shall be divided into three (3) separate components:

- i. The "Planning Term," shall commence on the Effective Date and upon delivery by the Principal Representative to Contractor of a Notice to Proceed to Commence Design Phase under **Article 4(H)** and terminate upon delivery by the Principal Representative to Contractor of a Notice to Proceed to Commence Construction Phase for the last improvement per the Construction and Installation **Article 6(B)**
- ii. The "Construction Term," shall commence upon delivery by the Principal Representative to Contractor of a Notice to Proceed to Commence Construction Phase under **Article 6(E)**, and terminate no more than 373 Calendar Days.

after the Construction Commencement Date, unless sooner terminated as provided in this Contract or unless the Construction Term is extended by Change Order or Amendment in accordance with the terms and conditions of the Contract.

- iii. The M&V Term shall begin on the M&V Commencement Date and continue for a minimum term of three years per statute (**§29-12.5-101(3)(c), C.R.S.**) and no greater than the Finance Agreement Term. The M&V Term shall terminate pursuant to **Schedule D** unless sooner terminated as provided in this Contract.

**3. FUNDING**

**A. Source of Funds**

The Political Subdivision intends to obtain

\$3,963,779

in funds for the MCP required under this Contract by entering into a personal property annually renewable lease purchase financing arrangement with a Third-Party Lessor [or in such other manner as the Governing Body of the Political Subdivision, in its sole discretion, shall deem authorized by resolution or ordinance pursuant to and within the limitations of applicable constitutional, statutory (which may include **§29-12.5- 101(3)(b), C.R.S.**) and code provisions pertaining to the Political Subdivision. The total amount of funds that the Governing Body of the Political Subdivision will seek to acquire from a Third-Party Lessor will be

\$3,963,779.

If Political Subdivision is unable to obtain funds in any manner for the entire amount of the MCP, the Governing Body of the Political Subdivision and the Contractor may negotiate a reasonable reduction in the Project scope, price, and Guarantee in a manner consistent with any available funds or the Governing Body of the Political Subdivision may unilaterally terminate this Contract, in the sole discretion of the Governing Body of the Political Subdivision. If the Political Subdivision is unable to obtain financing for the entire amount of the MCP and the Parties are unable to revise the Project scope to obtain available funds within sixty (60) days of the Effective Date, either Party may terminate this Contract upon 10 days written notice to the other Party and such termination shall not be a default under this Contract. Upon termination, neither Party shall have any obligation to the other Party under this Contract, except for those provisions which by their terms survive any such termination, as provided herein.

**B. Political Subdivision Funds**

The Political Subdivision will provide all or a portion of the moneys for the MCP required under this Contract in the amount of

\$0

from existing appropriations specifically budgeted, appropriated and encumbered for this purpose as full or partial compensation for the cost of the Project as described in

**Schedule B** and indicated on **Schedule G** to be paid to Contractor as reimbursement pursuant to **Schedule A**.

**C. Escrow Account**

Any funds obtained by the Political Subdivision from a Third-Party Lessor shall be deposited into an escrow account established on the Political Subdivision's behalf. The Principal Representative shall be authorized by the Governing Body of the Political Subdivision to direct the Escrow Fund Custodian, as described in **Article 3(D)**, to compensate Contractor for the Work performed by Contractor and accepted in writing by the Principal Representative in accordance with **Article 4** and **Schedule A**, and the Escrow Fund Custodian will make payment from the escrow account in accordance with procedures set forth in the Lease Purchase Agreement, this Contract, and any escrow agreement. Final payment shall be made to Contractor upon the Principal Representative's submittal of the Notice of Final Acceptance of the Project. Any proceeds from the escrow account shall accrue to the Political Subdivision.

**D. Escrow Fund Custodian**

The Escrow Fund Custodian is hereby identified as:

|                                                           |
|-----------------------------------------------------------|
| Amy Thompson                                              |
| Vice President                                            |
| 525 Vine St, 14 <sup>th</sup> floor, Cincinnati, OH 45202 |
| 513-762-5182                                              |
| amy.thompson@huntington.com                               |

Escrow Fund Custodian is subject to change at any time, without notice, and at the Principal Representative's discretion. The Principal Representative shall notify Contractor and the Third-Party Lessor within 15 days of any change in the Escrow Fund Custodian.

**E. Energy Policy Act**

The Political Subdivision agrees that, for the Work to be performed herein, Contractor may in consultation with the Principal Representative, determine which, if any, entity shall be the "designer(s)" as that term is identified in the Energy Policy Act of 2005, and which entity(s) shall have the exclusive right to report to any federal, state, or local agency, authority or other party, including without limitation under Section 179(d) of the Energy Policy Act of 2005, any tax benefit associated with the Work. Upon Notice of Final Acceptance, the Governing Body of the Political Subdivision, at its sole discretion, may authorize the Principal Representative to execute a Written Allocation including a Declaration related to Section 179D of the Internal Revenue Code. The Contractor may prepare the Declaration and all accompanying documentation.

**4. COMPENSATION**

Upon authorization by the Governing Body of the Political Subdivision, the Principal Representative will, or will direct any Escrow Fund Custodian to, in accordance with the provisions of this **Article 4**, pay Contractor in the amounts and using the methods set forth below:

**A. Maximum Contract Price**

|                                    |             |
|------------------------------------|-------------|
| The MCP from <b>Schedule G</b> is: | \$3,963,779 |
|------------------------------------|-------------|

The MCP reflects the maximum amount of compensation payable to Contractor pursuant to this Contract. The MCP may include, without limitation,

|                                                      |             |
|------------------------------------------------------|-------------|
| The cost of the IGA in the amount of:                | \$25,797    |
| The Fixed Limit of Construction Cost of:             | \$3,894,204 |
| The M&V Fees in an amount not to exceed:             | \$25,000    |
| The Client Services Fees in an amount not to exceed: | \$18,788    |

If any Political Subdivision funds are used pursuant to **Article 3(B)** of this Contract, the maximum amount of the MCP available for payment by the Political Subdivision during any Fiscal Year of the Contract term shall be as follows:

*(Match this schedule with **Schedule G** and **Schedule B**, but do not use if amount in Political Subdivision provided capital contribution is zero)*

Political Subdivision is not providing capital contribution. This is not applicable.

**B. Changes to MCP**

Upon authorization by the Governing Body of the Political Subdivision, the Principal Representative may decrease the amount available for the MCP with the mutual consent of the Contractor and assuring that the decrease in the MCP does not adversely affect the Contractor's requirement to meet the Guaranteed Annual Cost Savings. A change in the Guaranteed Annual Cost Savings may be considered a Material Change to this Contract, pursuant to **Article 17**. The MCP shall not be changed without an amendment to this Contract, in accordance with the General Conditions.

**C. Invoicing**

Contractor shall invoice the Political Subdivision in the format and manner required by the Principal Representative and in accordance with the Schedule of Values and shall allow the Principal Representative to review supporting documentation as needed to verify Contractor's compliance with the invoicing and pricing requirements of the Contract. Payments and Retainage

The Principal Representative will, or will direct any Escrow Fund Custodian to, compensate Contractor for Work done by Contractor pursuant to **Schedule A**. The Principal Representative shall withhold and release retainage amounts pursuant to **Schedule A** and as allowed by applicable law.

**D. Availability of Political Subdivision Funds**

The Political Subdivision cannot make commitments in this EPC that extend beyond the term of the current Fiscal Year. Therefore, Contractor's compensation beyond the current Fiscal Year is contingent upon the specific budgeting, appropriations and encumbrances by the Governing Body of the Political Subdivision, in its sole discretion, for the purpose of providing for the commitments in this EPC in subsequent Fiscal Years. If other funds are used to fund this Contract, in whole or in part, the Political Subdivision's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Contract shall be made only from available funds specifically budgeted, appropriated and encumbered for this Contract and the Political Subdivision's liability for such payments shall be limited to the amount remaining of such encumbered funds. If Political Subdivision or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the Governing Body of the Political Subdivision may terminate this Contract upon written notice to Contractor. Upon termination, neither Party shall have any obligation to the other Party under this Contract, except for those provisions which by their terms survive any such termination, as provided herein.

**E. Erroneous Payments and Excess Funds**

Payments made to Contractor in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Contractor, may be recovered from Contractor by deduction from subsequent payments under this Contract or other contracts, grants or agreements between the Political Subdivision and Contractor or by other appropriate methods and

collected as a debt due to the Political Subdivision. Such funds shall not be paid to any party other than the Political Subdivision.

**F. Notice to Proceed to Commence Design Phase**

If the Political Subdivision obtains funding from any and all sources in the amount of the MCP for the purposes set forth herein, upon terms and conditions satisfactory to the Governing Body of the Political Subdivision, in its sole discretion, or obtains funds sufficient for a revised Project scope, price, and Guarantee, if authorized by the Governing Body of the Political Subdivision, the Principal Representative shall deliver to Contractor a Notice to Proceed to Commence Design Phase instructing Contractor to commence with the Pre-Construction Services, as described in **Article 5**.

**5. PRE-CONSTRUCTION SERVICES**

**A. Premises**

The Premises is the Facilities owned or controlled by the Political Subdivision, as initially detailed on the IGA Contract Exhibit C and finalized in EPC **Schedule B**.

**B. Professional Design Services**

**i. Qualifications**

Design services shall be performed by properly licensed and qualified architects, engineers and other professionals selected and paid by Contractor, subject to review by the Principal Representative. The professional obligations of such persons shall be undertaken and performed on behalf of Contractor. Nothing contained herein shall create any contractual relationship with the Political Subdivision between Subcontractors, architects, engineers or suppliers. Prior to designating a professional to perform any of these services, Contractor shall submit the name, together with a resume of training and experience in the work of like character and magnitude to the Project being contemplated to the Political Subdivision. All Drawings, Specifications, calculations, certifications and Submittals prepared by such design professionals shall bear the signature and seal of such design professionals and the Political Subdivision shall be entitled to rely upon the adequacy, accuracy and completeness of such design services.

**ii. Designation of Professionals**

All Work performed by Contractor that constitutes the practice of architecture/engineering shall be performed by properly qualified and licensed professionals employed by Contractor and shall be performed in accordance with applicable Colorado law.

**iii. Conflict of Interest**

Consultant or subcontractor, not already approved by the Governing Body of the Political Subdivision, shall not be engaged to perform Work wherein a conflict of interest exists, as described in **Article 27(N)**, provided, however, that with full disclosure to the Governing Body of the Political Subdivision of such interest, the Governing Body of the Political Subdivision may provide a waiver, in writing, in respect to the particular consultant or subcontractor.

**iv. Pre-construction Meeting**

Contractor and its architect and/or engineer may attend pre-construction meetings, as deemed necessary by the Contractor and the Principal Representative and such additional meetings as the Principal Representative may request. All pre-construction meetings shall be scheduled by Contractor with the approval of the Principal Representative.

**v. Minutes**

Contractor shall record minutes of all meetings and distribute them to all participants of the meetings within 30 days after each meeting.

**C. Design Documents**

i. Based on the Scope of Work in **Schedule B** the Contractor shall prepare, for the Principal Representative's acceptance, the Design Documents (DDs) defined in **Article 1(K)**. The DDs and requirements for code review may be waived or modified per Utility Cost-Savings Measure or FIM as mutually agreed in writing between the Parties. Such DDs may include the following, where applicable:

- a)** Analysis of the proposed Work and the structure as such relates to any laws, codes, ordinances, and regulations
- b)** As necessary, provide site development Drawings for each proposed Utility Cost-Savings Measure

- or FIM, defining the proposed scope of the Project. Include earthwork, surface development, and utility infrastructure as applicable
- c) Plans in one-line format of the proposed structural, mechanical, and electrical systems as necessary to define size, location and quality of Equipment, materials, and constructions, for each proposed Utility Cost-Savings Measure or FIM
- d) Floor plans including proposed equipment
- e) Cut-sheets and/or samples of proposed materials, equipment and system components
- f) Proposed architectural schedule, HVAC, plumbing and electrical fixture schedules
- g) Specifications, which, identifying conditions of the Contract, materials, and standards for each proposed Utility Cost-Savings Measure or FIM
- h) Design plans and documentation for each Utility Cost-Savings Measure or FIM that requires a design as agreed to with the Principal Representative
- i) Submittal of final Equipment List, Construction and Installation Schedule, Systems Start-up and Commissioning, Contractor's Maintenance Responsibilities, Political Subdivision's Maintenance Responsibilities, Contractors Training Responsibilities, and the Manifest of Ownership as defined in the Schedule B
- j) Submittal of an updated construction cost estimate as applicable, in substantially the same form as **Schedule F**
- ii. A code review is required to meet the local jurisdiction authority code procedure.
- iii. At the completion by Contractor and acceptance by the Principal Representative of the DDs, Contractor shall provide electronic or printed drawings and such other documents as necessary to fully illustrate the Design Development Phase to the Principal Representative. Electronic drawing files should be in a form acceptable to the Principal Representative.
- iv. Contractor shall be responsible for ensuring that the DDs, prepared by Contractor are in full compliance with applicable codes, regulations, laws and ordinances, including both technical and administrative provisions thereof. If Contractor deviates from such codes, regulations, law or ordinance, without written authorization from the State Buildings Program, Contractor, shall make such corrections in the Construction Documents as may be necessary for compliance.
- v. The Principal Representative shall notify Contractor of acceptance or denial of the DDs in writing within 10 days of receipt.

## 6. CONSTRUCTION

### A. Construction Documents

The Construction Documents, if required, shall consist of the following:

- i. Final Construction Documents reviewed and approved by the Principal Representative in writing for constructability and code compliance
- ii. All Design Documents applicable to the Project
- iii. Any appendices, addenda, clarifications and allowances
- iv. All modifications issued pursuant to this Contract
- v. Construction and Installation Schedule
- vi. Finalized Schedule of Values

### B. Construction and Installation Schedule

Contractor shall prepare a Construction and Installation Schedule, which shall provide the timetable for the execution and completion of the Project. Such Construction and Installation Schedule shall be subject to the approval of the Principal Representative , pursuant to **Schedule A**, and shall be consistent with previously issued preliminary schedules during development, and not exceeding time limits under the Contract Documents and shall provide a schedule for the entire Project, to the extent required by the Contract Documents.

### C. Schedule of Values

Contractor shall prepare a schedule of the price of construction, which shall be delivered to the Principal Representative for approval and which shall be in substantially similar format as the attached **Schedule F**, and which such Contractor-submitted **Schedule F** shall be subject to review and approval by the Principal Representative . The Schedule of Values shall include, without duplication:

All labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of

the Project, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Project

- i. The compensation for services and work provided by Contractor
- ii. All bond premiums and costs of insurance
- iii. All Design and drafting Services
- iv. All other allowable compensable services pursuant to this Contract as approved by the Principal Representative
- v. Contingency Funds if any

**D. Approval and Completion of Construction Documents**

Except as otherwise provided in this Section, the Construction Documents shall be subject to final approval by Principal Representative, on behalf of the Political Subdivision, and other reviewing authorities. The Principal Representative or written designee shall review documents submitted by Contractor and shall render decisions pertaining thereto without unreasonable delay. If authorized by the Governing Body of the Political Subdivision, the Principal Representative's approval shall be issued in the form of the Notice to Proceed to Commence Construction Phase.

**E. Notice to Proceed to Commence Construction Phase**

Upon receipt of Notice to Proceed to Commence Construction Phase, Contractor shall commence the Project, as described in **Article 1**, and **Schedule B**.

**F. Construction Term**

The Construction Term shall commence on the Construction Commencement Date and shall terminate upon the date according to **Article 2** or the date on which:

- i. Contractor has completed the Project Work
- ii. Contractor has finalized and delivered to the Principal Representative all necessary, updated, and final documents, including schedules, exhibits, and completed Punch Lists, at the Principal Representative's determination
- iii. Contractor has delivered to the Principal Representative a Notice of Substantial Completion, which indicates that Contractor has constructed, installed, and commenced operating the Utility Cost-Savings Measures or FIMs specified in **Schedule B**
- iv. The Principal Representative has inspected and accepted the Project, according to **Article 8** and **Schedule A**, including the design, construction, installation, and operation of the Project and accepted Contractor's submittal of a Notice of Substantial Completion as demonstrated by signing and executing such Notice of Substantial Completion
- v. The Principal Representative, on behalf of the Political Subdivision, has issued a Notice of Final Acceptance

**G. Fixed Limit of Construction Cost**

Contractor shall complete the Project and be reimbursed an amount not to exceed the Fixed Limit of Construction Cost per **Article 4(A)**. Contractor shall design and construct the Project within the price specified in this **Article 6(G)** and shall furnish all of the labor and materials to perform the Work for the complete and prompt execution of the Project in accordance with the Contract Documents. The Fixed Limit of Construction Cost includes all of Contractor's Project Work responsibilities, including acquisition of plumbing and electrical building permits and conducting code review. The Governing Body of the Political Subdivision may decrease the amount available for the Fixed Limit of Construction Cost based on the actual costs of labor and materials to Contractor, with the mutual consent of the Contractor, and assuring that the decrease in the FLCC does not adversely affect the Contractor's requirement to meet the Guaranteed Annual Cost Savings. A change in the Guaranteed Annual Cost Savings may be considered a Material Change to this Contract, pursuant to **Article 17**. However the Fixed Limit of Construction Cost and the Maximum Contract Price shall not be changed without an amendment or change order to this Contract, in accordance with EPC General Conditions.

**H. Cost Reporting**

Contractor shall fully disclose all costs as per the Open Book Pricing requirements to the Political Subdivision through Applications for Contractors Payments and in such detail as the Principal Representative may request. Contractor shall maintain cost accounting records on authorized work

Performed as per **Article 24(K)**. Such accounting records shall identify the price for materials, labor, including all prices of subcontractor's, vendors, and services received for the Project. The Principal Representative may evaluate all prices through price analysis to compare costs with reasonable criteria such as established catalog and market prices or historical prices to ensure the Contractor's prices are reasonable and acceptable. Upon request by the Principal Representative, Contractor shall provide the Principal Representative complete access to such records at reasonable times and locations. The records shall be consistent with the Schedule of Values, **Schedule F**. Any disputes shall be subject to the terms of this Contract and **Schedule A**.

**I. Progress Meetings**

Contractor shall schedule and conduct regular progress meetings at which meetings the Principal Representative and Contractor shall discuss such matters as procedures, progress, schedule, costs, quality control and problems relating to the Project. Contractor shall record and distribute minutes of all such progress construction meetings within

five (5) business

days of the meeting.

**J. Contingency Funds**

If authorized by the Governing Body of the Political Subdivision, the Principal Representative may authorize the disbursement of Contingency Funds to Contractor through an EPC Contract Change Order, as described in **Schedule A**.

**7. CONTRACTOR PERFORMANCE**

**A. Performance of Project**

Contractor shall perform the Project in accordance with the Contract Documents. Contractor shall construct and install the Project in accordance with the Construction and Installation Schedule. Contractor shall supervise and direct the Project and be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Project under this Contract, subject to the review and approval by the Principal Representative and of the Construction and Installation Schedule. Contractor shall design, construct and install the Utility Cost-Savings Measures or FIMs. Before purchasing any major Equipment not specified within the Construction Documents, Contractor shall consult with, and if necessary, receive the written or electronic approval of the Principal Representative regarding the price, specifications, warranty, and manufacturer of the Equipment.

**B. Contractor's Duty of Proper Performance**

Contractor shall perform the Project so as to maintain and not degrade the structural integrity of the Premises or its operating systems. Contractor shall provide the Equipment and all Services, and complete all Work contemplated under this Contract with skill and diligence and in strict accordance with the provisions of the Contract Documents.

**C. Standards of Comfort**

Contractor's performance of the Project shall maintain and provide the standards of heating, cooling, ventilation, hot water supply, and lighting quality as described in this Contract **Schedule N** (Standards of Comfort). It is understood during the implementation of the project, the standards may fluctuate and unless specifically defined in Attachment B, temporary heating and cooling will not be provided.

**D. Security**

Contractor shall meet Political Subdivision requirements for security and access to the Premises, however such requirements must be provided to Contractor in writing in advance of Contractor scheduling Work that may be affected by such requirements.

**8. START-UP, COMMISSIONING, INSPECTION, and ACCEPTANCE**

**A. Contractor**, in conjunction with the Political Subdivision's selected personnel, shall direct the testing of installed utilities, operations, systems and Equipment for readiness.

**B. Systems Startup and Equipment Commissioning**

Contractor shall conduct systematic commissioning of all Equipment installed as part of the Work, in accordance with the procedures specified in System Start-up and Commissioning and **Schedule A**, any operating parameters of Equipment from Equipment manufacturers, and this Contract. Contractor

agrees that **System Start-up and Commissioning** shall follow and use as a standard the procedures and protocol for Commissioning located in the document *Commissioning Guidelines for Energy Saving Performance Contracts for the Colorado Energy Office*, provided by the Political Subdivision. Contractor shall test the Project and the Equipment to ensure it is functioning in accordance and compliance with any published Specifications and this Contract and to determine if modified building systems, subsystems or components are functioning properly within the Project Work. Contractor shall provide notice to the Principal Representative of the scheduled test(s) and the Principal Representative and/or its designees may be present at any or all such tests.

**C. Acceptance by Principal Representative**

Contractor's Work shall be subject to acceptance by the Principal Representative pursuant to this Contract and **Schedule A**, which such acceptance shall not be unreasonably withheld.

**D. Correction of Deficiencies**

Contractor shall correct all deficiencies in the operation of the Project and the Equipment occurring prior to Principal Representative acceptance. Contractor shall also provide Principal Representative with reasonably satisfactory documentary evidence that the Equipment installed is the Equipment specified in **Schedule B** and any subsequently necessary and accepted design or construction documents.

**E. Inspection and Disputes**

- i. The Principal Representative may inspect the Work provided under this Contract at all reasonable times the Premises. If any Work does not conform to this Contract, the Principal Representative may require Contractor to perform the Work again in conformity with this Contract's requirements, with no additional compensation. When defects in the quality or quantity of Work cannot be corrected by re-performance, the Principal Representative may:
  - a) Require Contractor to take necessary action to ensure that the future performance conforms to Contract requirements; and/or
  - b) Equitably reduce the payment due Contractor to reflect the reduced value of the Work performed, subject to the terms and conditions set forth in Article 33 (Payments Withheld) of Schedule A.
- ii. Such remedies in no way limit the remedies available to the Political Subdivision in the termination provisions of this Contract, or remedies otherwise available at law. Disputes under this Contract shall be subject to the terms of this Contract and **Schedule A**.

**9. ENVIRONMENTAL REQUIREMENTS**

**A. Excluded Material and Activities**

Pursuant to its performance of the Project, Contractor may encounter, but is not responsible for, any work relating to Excluded Materials and Activities, as defined in **Article 1**. If performance of Work involves any Excluded Materials and Activities, the Principal Representative may terminate this Contract with written notice to Contractor. . If, in the sole discretion of the Governing Body of the Political Subdivision, the Political Subdivision requires continued performance of this Contract, and the performance of any Project involves any Excluded Materials and Activities, the Political Subdivision shall perform or arrange for the performance of such work and shall bear the sole cost, risk, and responsibility therefore.

**B. Discovery of Excluded Materials and Activities**

**i. Notice - Work Stoppage**

If Contractor discovers Excluded Materials and Activities, Contractor shall immediately cease work and remove all Contractor personnel or Subcontractors from the site, and notify the Principal Representative. Contractor shall undertake no further work on the Premises except as authorized by the Principal Representative in writing. Notwithstanding anything in this Contract to the contrary, any such event of discovery or remediation by the Political Subdivision or Contractor shall not constitute a default. In the event of such stoppage of Work by Contractor, the time for the completion of the Work shall be automatically extended by the amount of time of the work stoppage and any additional costs incurred by Contractor as a result shall be added by Change Order. To the fullest extent permitted by law, the Political Subdivision shall indemnify and hold harmless the Contractor, Subcontractors, Subconsultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property

(other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

ii. **Other Hazardous Materials**

Contractor shall be responsible for safely handling, installing, and/or disposing of any other hazardous or other materials that it may bring to the Premises.

iii. **Polychlorinated Biphenyl (PCB) Ballasts; Mercury Lamps**

Contractor is specifically responsible for the proper handling and disposal of Polychlorinated Biphenyl (PCB) Ballasts and Mercury Lamps were defined in the scope of work. Upon discovery of PCB Ballasts and Mercury Lamps, Contractor shall enter into an agreement with an approved PCB ballast disposal contractor who shall provide an informational packet, packing receptacles and instructions, labels and shipping materials, transportation, and recycling or incineration services such materials. All capacitors and asphalt potting compound materials removed from the PCB Ballasts shall be incinerated in a federally approved facility. After proper disposal, a Certificate of Destruction shall be provided by the approved facility to the Principal Representative. Contractor's responsibility shall be for the proper and legal management of any of the PCB Ballasts removed as a result of the Work. Contractor shall enter into an agreement with an approved Mercury Lamp disposal contractor who shall provide approved containers, materials required to label, transportation, recycling or incineration in accordance with EPA requirements, and a copy of the Manifest of Ownership.

iv. **Manifests of Ownership**

The Political Subdivision will sign a Manifest of Ownership for any PCB Ballasts and Mercury Lamps encountered and removed from the Premises.

## **10. TRAINING AND FOLLOW-UP ACTIVITIES BY CONTRACTOR**

**A. Training**

Contractor shall provide training to the Principal Representative and to Political Subdivision personnel regarding operation of all new and upgraded Equipment. Training shall be conducted simultaneously with Project commissioning Work and shall include, but not be limited to, any HVAC equipment installed, controls, utilities, lighting, safety, manufacturer's warranties, and operation and maintenance manuals per Contractor Training Responsibilities. All training performed by Contractor shall (i) meet the standards established by the Equipment manufacturers, (ii) be included in the Fixed Limit of Construction Cost and (iii) be completed per **Contractor Training Responsibilities**, in order for the Principal Representative to issue a Notice of Final Acceptance of the Project.

**B. Emissions Reductions Documentation and Reporting**

Contractor shall include information about environmental savings (not any Guaranteed Annual Cost Savings as described in **Article 14(B)**) in each annual report and advise the Principal Representative about opportunities to achieve monetary benefit from such credits.

**C. Application for Certifications**

Contractor shall provide information related to **Schedule B** necessary for the Principal Representative to submit any required Federal, State, Local performance or other applicable Certifications.

## **11. MALFUNCTIONS AND EMERGENCIES**

**A.** The Principal Representative will use its best efforts to notify Contractor within 24 hours of the Principal Representative's actual knowledge and occurrence of: (i) any malfunction in the operation of the Equipment or any pre-existing energy related equipment that might materially impact the Guaranteed Annual Cost Savings, (ii) any interruption or alteration to the energy supply to the Premises, or (iii) any alteration or modification in any energy-related equipment or its operation. When the Principal Representative exercises reasonable due diligence in attempting to assess the existence of a malfunction, interruption, or alteration it shall be deemed not at fault in failing to correctly identify any such conditions as having a material impact upon the Guaranteed Annual Cost Savings.

**B.** If such malfunction, interruption, or alteration occurs during the Contractor's One-Year Warranty period, Contractor shall use commercially reasonable efforts to respond to any such notice within one (1) business day of receipt of notice, and shall promptly thereafter proceed with corrective measures. The Principal Representative will provide Contractor with written memorialization of any telephone notice within three business days after the notice was given.

**C.** Contractor shall provide a written record of all service work performed for each malfunction or

emergency. This record shall indicate the reason for the service, description of the problem and the corrective action performed.

- D. The Political Subdivision may take reasonable steps to protect the Equipment if, due to an emergency, it is not possible or reasonable to notify Contractor before taking any such actions. The Political Subdivision agrees to maintain the Premises in good repair and to protect and preserve all portions thereof, which may in any way affect the operation or maintenance of the Equipment, all in accordance with the same standard of care the Political Subdivision applies to the Premises generally.

## **12. OWNERSHIP**

### **A. Ownership of Documents (Instruments of Service)**

- i. Drawings, specifications and other documents, including those in electronic form, prepared by the Contractor's Architect/Engineer and the Contractor's Architect/Engineer's consultants are Instruments of Service that may be used by Political Subdivision solely with respect to this Project. The Contractor's Architect/Engineer and the Contractor's Architect/Engineer's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.
- ii. Upon execution of this EPC and the contract between the Contractor's and the Contractor's Architect/Engineer, the Contractor's Architect/Engineer shall grant to the Political Subdivision a perpetual nonexclusive license to reproduce and use, and permit others to reproduce and use for the Political Subdivision, the Contractor's Architect/Engineer's Instruments of Service solely for the purposes of constructing, using and maintaining the Project for future alterations or additions to the Project. The Contractor's Architect/Engineer shall obtain similar nonexclusive licenses from the Contractor's Architect/Engineer's consultants consistent with this Agreement. If and upon the date the Contractor's Architect/Engineer is adjudged in default, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Political Subdivision to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections and additions to the Instruments of Service solely for the purposes of completing, using and maintaining the Project for future alterations or additions to the Project.
- iii. Any unilateral use by the Political Subdivision of the Instruments of Service for completing, using, maintaining, adding to or altering the Project or facilities shall be at the Political Subdivision's sole risk and without liability to the Contractor's Architect/Engineer and the Contractor's Architect/Engineers consultants; provided, however, that if the Political Subdivision's unilateral use occurs for completing, using or maintaining the Project as a result of the Contractor's Architect/Engineer's default, nothing in this Article shall be deemed to relieve the Contractor's Architect/Engineer of liability for its own acts or omissions or default.

### **B. As-Built Drawings/Record Drawings**

The Contractor's Architect/Engineer and its consultants shall, upon completion of the Construction Term, receive redline as-built Drawings from any Subcontractors or vendors. These redline changes shall describe the built condition of the Project. This information and all of the incorporated changes directed shall be incorporated by the Contractor's Architect/Engineer and its consultants into a Record Drawings document provided to the Political Subdivision in the form of an electro-media format and a reproducible format as agreed between the parties. The Contractor's Architect/Engineer shall also provide the Principal Representative with the as-built Drawings as received from the Contractor.

### **C. Ownership of Existing Equipment**

- i. Property owned by the Political Subdivision located at the Premises on the Effective Date shall remain the property of Political Subdivision even if it is replaced or its operation made unnecessary by Work Contractor performs pursuant to this Contract. Contractor shall advise the Principal Representative in writing of any equipment and materials to be replaced at the Premises and the Principal Representative shall within 30 days designate in writing to Contractor which equipment and materials should not be disposed of off-site by Contractor.
- ii. The Principal Representative shall designate the location and storage for any equipment and materials that it designates to be disposed of by Contractor. Contractor shall dispose of all equipment and materials designated by the Principal Representative as disposable off-site and in accordance with all applicable disposal laws and regulations. For the avoidance of doubt, Contractor shall not be obligated or responsible for disposing any equipment or materials that are not part of the scope of work unless

specifically spelled out in the scope of work.

- iii. Except as otherwise indicated, Contractor shall not be obligated to dispose of or be responsible for any materials identified in **Article 4(O)**.

### 13. MEASUREMENT AND VERIFICATION PLAN

#### A. M&V Plan

Contractor shall provide the M&V Plan as required per the CEO Measurement and Verification Policy. The M&V Plan shall outline the M&V Option for each Utility Cost-Savings Measure or FIM. The Contractor M&V Plan is presented in **Schedule D** per the requirements of **Schedule D**.

#### B. M&V Services

Contractor shall provide M&V Services and all other services required to be performed by it pursuant to **Schedule D** during the M&V Term. Contractor agrees that **Schedule D** shall follow and use as a standard the procedures and protocol as stated in the CEO Measurement and Verification Policy.

#### C. Energy Usage Records and Data

The Principal Representative shall furnish, or authorize its utility suppliers to furnish, to Contractor or its designee upon Contractor's written request, all records and data regarding energy, water, or other utilities usage and related maintenance at the Premises no later than 45 days from date of request.

#### D. M&V Term

The M&V Term shall begin on the M&V Commencement Date and continue for a minimum term of three years per statute **§29-12.5-101(3)(c), C.R.S.** and no greater than the Finance Agreement Term. Upon termination of the M&V Term, the Political Subdivision shall have no further liability or responsibility for any further payment to Contractor for M&V Services. Upon termination or expiration of the M&V Term the Contractor shall have no further liability or responsibility for any M&V Services or Guarantee.

#### E. M&V Fee

The Political Subdivision shall pay to Contractor for performance of the M&V Services a maximum not-to-exceed amount as indicated in **Article 4** and as specified in **Schedule D** and shall be included in the MCP. Cost savings to support the fee are guaranteed. The cost is not included in the financed amount. At the request of the Principal Representative, additional years of M&V may be added at a negotiated additional cost, and shall not be included in the MCP.

#### F. Payment

The Political Subdivision shall pay Contractor pursuant to **Articles 4**.

#### G. M&V Information Procedure

Measurement and Verification of Savings shall be verified as outlined in **Schedule D**.

#### H. Monitoring Equipment

Contractor shall provide all additional necessary equipment required to perform the M&V Services. The Contractor may utilize existing equipment, systems, utility meters if applicable or provide the necessary equipment as described in **Schedule D**.

#### I. Independent Monitor

The Political Subdivision, at its sole expense, may hire an independent third party monitor to review Contractor's measurement and verification reports, including verifying the prorated share of the Guarantee in any event of contract termination. The Political Subdivision shall pay the cost of any independent monitoring through a separate contract.

### 14. GUARANTEE

#### A. Guarantee

The Guarantee for the first year of the Guarantee Period is

\$275,877

as indicated on **Schedule C**. Contractor hereby warrants and guarantees that during the Guarantee Period, the Project shall result in annual cost savings equal to or greater than the Guaranteed Annual Cost Savings presented in **Schedule C** which shall be equal to or greater than the Political Subdivision's annual and aggregate payments used to repay the project funding, as provided in **Schedule C** and as set forth in **§29-12.5-101(3), C.R.S.** Failure to meet Guaranteed Annual Cost Savings in any year during the Guarantee Period shall be as defined in **Article 1**. Cost savings in excess of the Guaranteed Annual Cost Savings shall be solely retained by the Political Subdivision.

#### B. Sufficiency of Savings

Contractor hereby warrants, guarantees, and represents that the Guaranteed Annual Cost Savings is

accurately represented in **Schedule C**.

**C. Termination**

If this Contract is terminated by Governing Body of the Political Subdivision for any reason, the Guarantee shall be cancelled and Contractor shall have no further obligations hereunder, except to guarantee the Political Subdivision the prorated portion of the annual amount of Guarantee up to the date of termination. The prorated portion shall include any Savings incurred prior to the termination date. The Contractor shall have all of the remedies listed in this **Article 14** in addition to all other remedies set forth in other sections of this Contract and **Schedule A**.

**15. MODIFICATION, UPGRADE OR ALTERATIONS OF EQUIPMENT**

**A. Modification of Equipment**

Without Contractor's prior written approval, which shall not be unreasonably withheld, during the term of this Contract, the Political Subdivision shall not affix or install any accessory equipment or device on any of the Equipment if such addition changes or impairs the originally intended Savings, functions, value or use of the Equipment.

**B. Upgrade or Alteration of Equipment**

- i. During the performance of this Contract, Contractor may, subject to prior authorization of the Governing Body of the Political Subdivision, change the Equipment, revise any procedures for the operation of the Equipment or implement other energy saving actions in the Premises, provided that: (a) Contractor complies with the Standards of Comfort, as set forth in this Contract, and services set forth in **Schedule N**; (b) such modifications or additions to, or replacement of the Equipment, and any operational changes, or new procedures enable Contractor to achieve a greater amount of energy and cost savings than the Savings, at the Premises; (c) any cost incurred relative to such modifications, additions or replacement of the Equipment, or operational changes or new procedures are solely borne by Contractor and paid for with any Contingency Funds; and (d) any such action complies with State, federal and local law and is in the public interest of the Political Subdivision, in the sole discretion of the Governing Body of the Political Subdivision. Any such upgrade or alteration shall not result in any additional cost to the Political Subdivision.
- ii. All modifications, additions or replacements of the Equipment or revisions to operating or other procedures shall be described at that time in supplemental Schedules provided to the Governing Body of the Political Subdivision for approval; provided that any replacement of the Equipment shall, unless otherwise agreed, be new and shall reduce energy consumption at the Premises more than the Equipment being replaced. Contractor shall update any and all software it owns which is necessary for the operation of the Equipment. Upon the approval of the Governing Body of the Political Subdivision, all replacements of and alterations or additions to the Equipment shall become part this Contract and the Equipment described in **Schedule B**.

**16. LOCATION AND ACCESS**

**Contractor Access**

The Principal Representative shall provide access to the Premises for Contractor to perform any function related to this Contract during regular business hours, or such other reasonable hours requested by Contractor that are acceptable to the Principal Representative. Contractor shall be granted immediate access to make emergency repairs or corrections as Contractor determines are needed. Contractor shall provide a written memorialization within three business days of the access specifying the emergency action taken, the reasons therefore, and the impact on the Premises.

**17. MATERIAL CHANGES**

A Material Change as defined could be the result of the Political Subdivision not fulfilling its responsibilities as listed in **Article 22** or from actions including to but not limited to one or more of the following:

- i. manner of use of the Premises by the Political Subdivision; or
- ii. occupancy of the Premises; or
- iii. modifications, alterations or overrides of the energy management system schedules or hours of operation, set back/start up or holiday schedules; or
- iv. facility modifications, renovations, new construction, including the replacement, addition or removal in types and quantities of energy and water consuming equipment, including plug load items, used at the Premises; or

- v. changes in utility provider or utility rate classification; or
- vi. any other conditions other than climate affecting energy or water usage at the Premises.

**A. Reported Material Changes; Notice by Political Subdivision**

The Principal Representative shall use commercially reasonable efforts to deliver to Contractor a written notice describing all actual or proposed Material Changes in the Premises or in the operations of the Premises at least 14 days before any actual or proposed Material Change is implemented or as soon as is practicable after an emergency or other unplanned event. Notice to Contractor of Material Changes which result because of a bona fide emergency or other situation precluding advance notice shall be deemed sufficient if given by the Principal Representative within five business days after the Principal Representative discovers the event constituting the Material Change or receives actual knowledge thereof.

**B. Other Adjustments**

Contractor shall work with the Principal Representative to investigate, identify and correct any Material Changes that prevent the Savings from being realized. As a result of any such investigation, Contractor and the Principal Representative shall determine what, if any, adjustments to the baseline shall be made in accordance with the provisions set forth in **Schedule B** and **Schedule C**. Any disputes between the Political Subdivision and the ESCO concerning any such adjustment shall be resolved in accordance with the provisions of **Schedule A**.

**C. Force Majeure**

Neither party will be responsible to the other for damages, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence of that party. Such conditions (each, a "*Force Majeure*") include, but are not limited to: acts of God; strikes; labor disputes; fires; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; electrical power outages; interruptions or degradations in telecommunications, computer, or electronic communications systems; or unavailability of parts, materials or supplies at the times or prices reasonably expected by the parties; and epidemic, pandemic, quarantine restrictions, or other public health crisis..

**D. Material Price Escalation**

Materials Price Escalation: When the price for any item of materials to be used on the Project increases five percent (5%) or more from at least thirty (30) days after the date of the Contractor's bid and the date of materials purchase, the Owner shall pay to Contractor all sums by which the cost to the Contractor for any materials item has increased at least five percent (5%), as demonstrated by Contractor. This includes but is not limited to price increases in lumber, plywood, steel, sheet metal, roofing materials, fuel, manufactured products and equipment.

**18. INSURANCE**

Contractor shall obtain and maintain at all times during this Contract, insurance in the kinds and amounts as specified in **Schedule A**.

**19. 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 may constitute 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, may also constitute a Breach.

Each of the following events or conditions may constitute a Breach by Contractor:

- i. Contractor does not provide the Standards of Comfort and service set forth in **Schedule N** due to failure of Contractor to properly design, install, maintain, repair or adjust the Equipment except that such failure, if corrected or cured within 30 days after written notice by the Principal Representative to Contractor demanding that such failure be cured, shall be deemed cured for purposes of this Contract; or
- ii. Any representation or warranty furnished by Contractor in this Contract is false or misleading in any material respect when made; or
- iii. The existence of any lien or encumbrance upon the Equipment by any subcontractor, laborer or

materialman which is not released or otherwise cured within 30 days after notice of said filing.

- iv. Any failure by the Contractor to perform or comply with the terms and conditions of this Contract, including Breach of any covenant contained herein except that such failure, if corrected or cured within 30 days after written notice by the Principal Representative to the Contractor demanding that such failure to perform be cured, shall be deemed cured for purposes of this Contract; or
- v. The creation or submittal by Contractor of any data related to this Contract that is intentionally inconsistent or incorrect, or the inability to verify Contractor's reports regarding the Guarantee as determined by any independent third-party monitor retained by the Political Subdivision if such third-party monitor reasonably determines that such inability is due to intentional acts of Contractor. Except as provided herein, any creation or submittal by Contractor of any data related to this Contract that is inconsistent, incorrect, or unable to be verified shall be considered a breach and is subject to the cure period discussed herein; or
- vi. The Savings is less than the Guaranteed Annual Cost Savings and the Contractor fails to reconcile the difference as provided herein.

**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 **Article 27**. 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 **Article 20**. Notwithstanding anything to the contrary herein, the Principal Representative, 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.

**20. REMEDIES**

**A. Remedies Not Involving Termination**

If Contractor is in Breach under any provision of this Contract, the Political Subdivision, in the sole discretion of the Governing Body of the Political Subdivision, 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 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 directive of the Governing Body of the Political Subdivision 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 because 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 Political Subdivision may demand immediate removal from the Project of any of Contractor's employees, agents, or Subcontractors whom the Principal Representative reasonably 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 Contractor'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 the price paid therefore to the Political Subdivision.

**B. Termination Prior to M&V Commencement Date**

If Contractor is in Breach under any provision of this Contract, in addition to all other remedies set forth in other sections of this Contract and **Schedule A**. The Political Subdivision may terminate this entire Contract or any part of this Contract as provided herein or pursuant to **Schedule A**. The Political Subdivision may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively. 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.

To the extent specified in any termination notice, Contractor shall complete and deliver to the Principal Representative for the records of the Political Subdivision all Work 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 of the Political Subdivision, 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 12** above. 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. Subject to the terms of Schedule A, all Work Product, at the option of the Governing Body of the Political Subdivision, shall be delivered by Contractor to the Political Subdivision and shall become the Political Subdivision's personal property.

**C. Termination of M&V Term**

Notwithstanding anything to the contrary herein, the Governing Body of the Political Subdivision may terminate this Contract after the first three years of the M&V Term by providing written notice to Contractor no less than thirty (30) days prior to the end of the third year of the M&V term, and if so terminated, Contractor shall have no further obligations hereunder thereafter.

**21. REPRESENTATIONS AND WARRANTIES**

**A. Representations**

Contractor makes the following specific representations and warranties, each of which was relied on by Political Subdivision in entering into this Contract.

**i. Standard and Manner of Performance**

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

**ii. Legal Authority – Contractor Signatory**

Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, and by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms. If requested by the Political Subdivision, Contractor shall provide the Principal Representative, for the records of the Political Subdivision, with proof of Contractor's authority to enter into this Contract within 15 days of receiving such request.

**iii. Licenses, Permits, Etc.**

Contractor represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have and maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. Contractor warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Contract, without reimbursement by the Political Subdivision or other adjustment in MCP. Additionally, the Contractor 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. Contractor, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of

Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Contractor to properly perform the terms of this Contract is an Event of Default by Contractor and constitutes grounds for termination of this Contract.

Contractor shall use Subcontractors who are qualified and licensed in the State of Colorado to perform the work so subcontracted pursuant to the terms hereof.

The Equipment is or shall be compatible with, or functional with, and or an upgrade to all other Premises mechanical and electrical systems, subsystems, or components with which the Equipment interacts, and that, as installed, neither the Equipment nor such other systems, subsystems, or components shall materially adversely affect each other as a direct or indirect result of Equipment installation or operation except in cases where that Principal Representative has directed, or approved, Contractor to install such equipment.

That Contractor is financially solvent, able to pay its debts as they mature and possesses sufficient working capital to complete the installation and perform its obligations under this Contract.

**B. Warranties**

The warranties set forth in this section and such other warranties as may be set forth in this Contract are a part of the minimum work requirements of this Contract and all remediation or other actions required by such warranties shall be performed or delivered without additional cost to the Political Subdivision.

**i. Warranties Generally Applicable**

In addition to the Warranties provided in **Schedule A**, during the Construction phase, **§2A**, of this Contract and for a period of one year following the Principal Representative's submission of either the Notice of Substantial Completion or Notice of Partial Substantial Completion for each Utility Cost-Savings Measure or FIM, whichever is longer, Contractor warrants that:

- a)** The Work shall meet the Specifications set forth in the Contract Documents and be reasonably acceptable to the Political Subdivision;
- b)** There are not any pending suits, claims, or actions of any type with respect to the Equipment or Work;
- c)** All Equipment and Work provided are free and clear of any liens, encumbrances or claims arising by or through Contractor or any party related to Contractor;
- d)** Contractor will perform all of its obligations in accordance with **Article 7**, Contractor Performance;
- e)** the Equipment is new, unless otherwise agreed in writing;
- f)** any Equipment manufactured by Contractor and sold hereunder will be free of defects in workmanship and material.

**ii. Equipment**

Specific and any material warranties that exceed the equipment One-Year Warranty period shall be provided directly by the Equipment or material manufacturers and Contractor shall assign such warranties to the Political Subdivision, after the One-Year Warranty period.

**iii. Obligations**

During the One-Year Warranty period, Contractor shall remedy any defects due to faulty materials and shall pay for, repair and replace any resulting damage to other work or any other resulting damage directly associated with the Work. Only new and not reconditioned parts may be used as a remedy unless otherwise agreed to in writing. The Personal Representative shall give written notice to Contractor of observed defects or other Work requiring correction with reasonable promptness.

Contractor shall pursue rights and remedies against any Equipment manufacturers under the warranties in the event of Equipment malfunction or improper or defective function, defects in parts, workmanship and performance during the One-Year Warranty period. Contractor shall, during the One-Year Warranty period, notify the Principal Representative whenever defects in Equipment parts or performance arise that may provide a warranty claim. During the One-Year Warranty period, the cost of any risk of damage or damage to the Equipment and its performance, including damage to property, equipment of the Political Subdivision or the Premises, or Equipment, due to Contractor's failure to exercise its warranty rights shall be borne solely by Contractor.

Notwithstanding the above, nothing in this section shall be construed to abrogate Contractor's duty to perform its other obligations under this Contract.

## **22. POLITICAL SUBDIVISION M&V TERM RESPONSIBILITIES**

The Political Subdivision is responsible during the M&V Term for:

- a) Hours of operation of the Premises or for any equipment or systems operating at the Premises; or
- b) Notifying the Contractor about equipment performance issues as they are noticed; or
- c) Permanent changes in the comfort and service parameters set forth in **Schedule N** (Standards of Comfort); or
- d) Failure to provide maintenance of and repairs to the Equipment in accordance with Political Subdivision's Maintenance Responsibilities; or
- e) If Political Subdivision's Building Automation Control System allows for remote access then Political Subdivision shall provide Contractor with access to such system. Providing Contractor the right once a month, with prior notice, to inspect the Premises to determine if the Political Subdivision is complying with appropriate schedules. For the purpose of determining such compliance, the checklist to be set forth in Political Subdivision's Maintenance Responsibilities, as completed and recorded by Contractor during its monthly inspections, shall be used to measure and record the compliance of the Political Subdivision. The Political Subdivision shall make the Premises available to Contractor for and during each monthly inspection, and shall have the right to witness each inspection and Contractor's recordation on the checklist. The Principal Representative, on behalf of the Political Subdivision, may complete checklist for the Political Subdivision at the same time. Contractor shall not interfere with any operations of the Political Subdivision during any monthly inspection.

## **23. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE**

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

## **24. GENERAL PROVISIONS**

*Below are provisions used by the State for State projects, modified for use by Political Subdivisions. Such provisions may not apply to the Political Subdivision. Political Subdivisions may use them, modify them, or substitute them.*

### **A. Assignments**

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. 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 State shall be subject to the provisions of this Contract, except in the event that any third party acquires substantially all of the assets and obligations of Contractor, at which point the State may choose, in its sole discretion, to either provide consent to the assignment or terminate this contract without further obligation to the contractor.

### **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. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal, state and local 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 24(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. 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.

**E. Entire Understanding**

This Contract, together with the Contract Documents, 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.

**F. Modification**

Except as specifically provided in this Contract, any modifications 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 law and the Contract Documents. This Contract is subject to such modifications as may be required by changes in federal, State or local law, or their implementing regulations. If any such modification becomes required by law, the Parties shall in good faith negotiate a mutually agreeable amendment to the Contract to include such modification or make any other changes necessitated thereby.

**G. 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.

**H. 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.

**I. Taxes**

The Political Subdivision and Contractor agree to take all necessary measures to comply with all tax laws and regulations that apply to this Contract. Each Party shall be responsible for and pay when due all taxes for which such Party is liable by reason of the performance of this Contract, if any. However, 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.** Any changes in foreign exchange rates, sales taxes, tariffs or other taxes, duties or charges occurring after the Effective Date that has an impact on the cost of the Project including any Deliverables or component or part thereof provided by ESCO in connection with the Scope of Work shall be chargeable to the Customer.

**J. Conflict of Interest**

Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Contractor's obligations hereunder. Contractor acknowledges that with respect to this Contract, even the appearance of a conflict of interest is harmful to the Political Subdivision's interests. Absent the Principal Representative's prior written approval, after authorization from the Governing Body, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations to the Political Subdivision hereunder. If a conflict or appearance exists, or if Contractor is uncertain whether a conflict or the appearance of a conflict of interest exists, Contractor shall submit to the Political Subdivision a disclosure statement setting forth the relevant details for the consideration of the Governing Body. Failure to promptly submit a disclosure statement or to follow the Principal Representative's direction in regard to the apparent conflict constitutes a breach of this Contract.

**K. Reporting – Notification**

Reports, Evaluations, and reviews required under this **Article 24(K)** shall be in accordance with the procedures of and in such form as prescribed by the Principal Representative and in accordance with **Schedule A**, if applicable.

**i. Performance, Progress, Personnel, and Funds**

Principal Representative shall submit a report to the Contractor upon expiration or sooner termination of this Contract, containing an Evaluation and Review of Contractor's performance and the final status of Contractor's obligations hereunder. In addition, Contractor shall comply with all reporting requirements, if any, set forth in **Schedule A**.

ii. **Litigation Reporting**

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Contract or which may affect Contractor's ability to perform its obligations hereunder, Contractor shall notify the Principal Representative of such action and deliver copies of such pleadings to the Principal Representative.

iii. **Noncompliance**

Contractor's failure to provide reports and notify the Principal Representative in a timely manner in accordance with this **Article 24(K)** may result in the delay of payment of funds and/or termination as provided under this Contract.

iv. **Subcontracts**

Any and all subcontracts entered into by Contractor related to its performance hereunder shall comply with all applicable federal, state and local laws and shall provide that such subcontracts be governed by the laws of the State of Colorado.

**L. Contractor Records**

i. **Maintenance**

Contractor shall make, keep, maintain, and allow inspection and monitoring by the Principal Representative of a complete file of all records, documents, communications, notes, and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services or Goods hereunder. Contractor shall maintain such records until the last to occur of: (i) a period of three years after the date this Contract expires or is sooner terminated, or (ii) final payment is made hereunder, or (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, until such audit has been completed and its findings have been resolved (collectively, the "Record Retention Period").

ii. **Inspection**

Contractor shall permit the Principal Representative, any other authorized agent of the Political Subdivision, the federal government and any other duly authorized agent of a governmental agency to audit inspect, and examine Contractor's records related to this Contract during the Record Retention Period to assure compliance with the terms hereof, provided that Contractor may redact information that it deems confidential or proprietary. The Political Subdivision reserves the right to inspect the Work at all reasonable times and places during the term of this Contract, including any extensions or renewals. If the Work fails to conform with the requirements of this Contract, the Political Subdivision may require Contractor promptly to bring the Work into conformity with Contract requirements, at Contractor's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the Political Subdivision may require Contractor to take necessary action to ensure that future performance conforms to Contract requirements and exercise the remedies available under this Contract, at law or in equity, in lieu of or in conjunction with such corrective measures.

iii. **Monitoring**

Contractor shall permit the Political Subdivision, the federal government, and governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Contractor pursuant to the terms of this Contract using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the Political Subdivision shall be performed in a manner that shall not unduly interfere with Contractor's performance hereunder.

**M. Confidential Information of Political Subdivision**

Contractor shall comply with the provisions on this **Article 24(M)** if it becomes privy to Political Subdivision Confidential Information. Contractor has no expectation of receiving Political Subdivision Confidential Information in the course of performing its duties under the Contract.

i. **Confidentiality**

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all Political Subdivision Confidential Information unless said Confidential Information is publicly available. Contractor shall not, without prior written approval of the Principal Representative, on behalf of the

Political Subdivision, use, publish, copy, disclose to any third party, or permit the use by any third party under Contractor's control of any Political Subdivision Confidential Information, except as otherwise stated in this Contract, permitted by law, or approved in writing by the Principal Representative, after authorization by Governing Body of the Political Subdivision. Contractor shall provide for the security of all Political Subdivision Confidential Information that is in Contractor's possession in accordance with all applicable laws and the Contract Documents. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data. Contractor shall promptly forward any request or demand for Political Subdivision Confidential Information to the Principal Representative.

ii. **Other Entity Access and Nondisclosure Agreements**

Contractor may provide Political Subdivision Confidential Information 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 are bound by agreements or policies containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any Political Subdivision Confidential Information.

iii. **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 provided to Contractor. 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 Political Subdivision that it has done so, as directed by the Principal Representative. If Contractor is prevented by law or regulation or bona fide document retention policies from returning or destroying Political Subdivision Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such Political Subdivision Confidential Information for as long as it retains such Political Subdivision Confidential Information.

iv. **Incident Notice and Remediation**

If Contractor becomes aware of any Incident involving the unlawful disclosure of Political Subdivision Confidential Information, it shall notify the Principal Representative immediately and cooperate with the Principal Representative regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the Principal Representative. If Contractor or its Subcontractors are 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 as required by applicable law. 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 Principal Representative at no additional cost to the Political Subdivision. The Principal Representative 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 Governing Body of the Political Subdivision, in its sole discretion, may perform such analysis and produce a remediation plan, or cause such analysis to be done and such remediation plan to be produced, and Contractor shall reimburse the Political Subdivision for the actual costs thereof.

v. **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.

vi. **Safeguarding PII**

If Contractor or any of its Subcontractors will or may receive PII (Information defined as personally identifiable information in §24-72-501, C.R.S) under this Contract, Contractor shall provide for the

security of such PII, in a manner consistent with applicable industry standards and in compliance with applicable law.

**N. Order of Precedence**

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

- i. General Conditions of the **EPC Schedule A**
- ii. The provisions of the main body of this Contract
- iii. The remainder of **Schedule A**
- iv. Construction Documents **Article 6(A)**
- v. The remaining Schedules
- vi. Any other attachment

**25. SCHEDULES-LIST OF**

The following Schedules are attached hereto and incorporated by reference herein:

|            |                                                                                            |
|------------|--------------------------------------------------------------------------------------------|
| Schedule A | General Conditions of Energy Performance Contract                                          |
| Schedule B | Energy Performance Contract Description of Work                                            |
| Schedule C | Guarantee                                                                                  |
| Schedule D | Measurement and Verification Services Plan                                                 |
| Schedule E | Code Compliance Requirements                                                               |
| Schedule F | Schedule of Values (Initial)                                                               |
| Schedule G | Projected Financial Cost and Cash Flow Analysis                                            |
| Schedule H | Certification that Cost-weighted Average Service Life of Equipment Exceeds Financing Term  |
| Schedule I | Record of Reviews (as recommended by the Colorado Energy Office)                           |
| Schedule J | Certification and Affidavit Regarding Unauthorized Immigrants                              |
| Schedule K | Certificate of Insurance (Including Professional Errors And Omissions Liability Insurance) |
| Schedule L | Performance Bond (SC-6.22)                                                                 |
| Schedule M | Labor and Material Payment Bond (SC-6.221)                                                 |
| Schedule N | Standards of Comfort                                                                       |
| Schedule O | Client Construction Specifications                                                         |
| Schedule P | Contractors Intellectual Property                                                          |
| Schedule Q | System Startup and Commissioning                                                           |
| Schedule R | Contractor Training Responsibilities                                                       |
| Schedule S | Political Subdivision Maintenance Responsibilities                                         |
| Schedule T | Notice of Substantial Completion                                                           |
| Schedule U | Notice of Final Acceptance                                                                 |

## 26. OPTIONAL PROVISIONS AND ELECTIONS

The provisions of this Article alter the preceding Articles or enlarge upon them as indicated (The Energy Performance Contract General Conditions. The Principal Representative shall mark boxes and initial where applicable.

### A. MODIFICATION OF ARTICLE 45. WARRANTY INSPECTIONS AFTER COMPLETION

If the box below is marked, the six-month warranty inspection is not required.

☐ \_\_\_\_\_ Principal Representative initial

### B. MODIFICATION OF ARTICLE 27. LABOR AND WAGES

If the box is marked, the Federal Davis-Bacon Act shall be applicable to the Project. The minimum wage rates to be paid on the Project shall be furnished by the Principal Representative and included in the Contract Documents.

☐ \_\_\_\_\_ Principal Representative initial

### C. MODIFICATION OF ARTICLE 39. NON-BINDING DISPUTE RESOLUTION – FACILITATED NEGOTIATIONS

If the box is marked and initialed by the Principal Representative as noted, the requirement to participate in facilitated negotiations shall be deleted from this Contract. Article 39, Non-Binding Dispute Resolution – Facilitated Negotiations, shall be deleted in its entirety and all references to the right to the same wherever they appear in the contract shall be similarly deleted.

The box may be marked only for projects with an estimated value of [less than \$500,000].

☐ \_\_\_\_\_ Principal Representative initial

### D. MODIFICATION OF ARTICLE 46. TIME OF COMPLETION AND LIQUIDATED DAMAGES

If an amount is indicated immediately below, liquidated damages shall be applicable to this Project as, and to, the extent shown below. Where an amount is indicated below, liquidated damages shall be assessed in accordance with and pursuant to the terms of Article 46, Time Of Completion And Liquidated Damages, in the amounts and as here indicated. The election of liquidated damages shall limit and control the party's right to damages only to the extent noted.

1. For the inability to use the Project, for each day after the number of calendar days specified in the Contractor's bid for the Project and the Contract for achievement of Substantial Completion, until the day that the Project has achieved Substantial Completion and the Notice of Substantial Completion is issued, the Contractor agrees that an amount equal to Five hundred per day uncapped (\$500/day) shall be assessed against Contractor from amounts due and payable to the Contractor under the Contract, or the Contractor and the Contractor's Surety shall pay to the Political Subdivision such sum for any deficiency, if amounts on account thereof are deducted from remaining amounts due, but amounts remaining are insufficient to cover the entire assessment.

**27. NOTICES and REPRESENTATIVES**

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

**A. Political Subdivision Designee:**

|                                     |
|-------------------------------------|
| <i>Denise Howell</i>                |
| <i>City Administrator</i>           |
| <i>606 Manitou Ave.</i>             |
|                                     |
| <i>Manitou Springs, CO 80829</i>    |
| <i>dhowell@manitouspringsco.gov</i> |

**B. Contractor:**

|                                                |
|------------------------------------------------|
| <i>Tammy Tolle</i>                             |
| <i>Vice President, Sustainability Business</i> |
| <i>1650 W Crosby Rd</i>                        |
|                                                |
| <i>Carrollton, TX 75006</i>                    |
| <i>tammy.tolle@se.com</i>                      |

**28. SIGNATURE PAGE**

Contract Routing Number \_\_\_\_\_

**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;"><b>CONTRACTOR</b></p> <p style="text-align: center;"><b>Schneider Electric Buildings Americas, Inc.</b></p> <p>By: Tammy Tolle</p> <p>Title: Vice President, Sustainability Business</p><br><br><hr/> <p style="text-align: center;">*Signature</p> <p>Date: _____</p> | <p style="text-align: center;"><b>POLITICAL SUBDIVISION</b></p> <p style="text-align: center;"><b>City of Manitou Springs, Colorado</b></p> <p style="text-align: center;">City Council</p><br><br><hr/> <p style="text-align: center;">By: John Graham, Mayor of Manitou Springs</p> <p style="text-align: center;">Date: _____</p> |
| <p style="text-align: center;">2nd Contractor Signature if Needed</p><br><br><hr/> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>                                                                                                                                                   | <p style="text-align: center;"><b>LEGAL REVIEW</b></p> <p style="text-align: center;">Jefferson H. Parker, City Attorney</p> <p>By: _____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>                                                                                                                       |

**[ALL CONTRACTS REQUIRE APPROVAL BY THE [CITY AUDITOR] OF POLITICAL SUBDIVISION**

**This Contract is not valid until signed and dated below by the [City Auditor] of the Political Subdivision. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the Political Subdivision is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.**

|                                                                                             |
|---------------------------------------------------------------------------------------------|
| <p><b>[CITY AUDITOR] OF POLITICAL SUBDIVISION</b></p> <p>By: _____</p> <p>Date: _____ ]</p> |
|---------------------------------------------------------------------------------------------|

## **SCHEDULE A**

### **GENERAL CONDITIONS OF THE ENERGY PERFORMANCE CONTRACT**

*General Conditions (GCs) are important for the construction phase of a contract. Following are GCs required by the State for State projects. Political Subdivisions may substitute their own required GCs. If available, provide a version from a recent construction contract, customize the state's version, work with an independent design firm to develop them, or use an ESCO-provided boiler-plate (since the ESCO is both designer and contractor, avoid a customized ESCO version if possible).*

#### **ARTICLE 1. DEFINITIONS**

- A. CONTRACT DOCUMENTS
- B. DEFINITIONS OF WORDS AND TERMS USED
- C. ENERGY PERFORMANCE CONTRACT DEFINITIONS AND TERMS USED

#### **ARTICLE 2. EXECUTION, CORRELATION, INTENT OF DOCUMENTS, COMMUNICATION AND COOPERATION**

- A. EXECUTION
- B. CORRELATION
- C. INTENT OF DOCUMENTS
- D. PARTNERING, COMMUNICATIONS AND COOPERATION

#### **ARTICLE 3. COPIES FURNISHED \_**

#### **ARTICLE 4. OWNERSHIP OF DRAWINGS \_**

#### **ARTICLE 5. CONTRACTOR'S ARCHITECT/ENGINEER'S STATUS \_**

#### **ARTICLE 6. STATE DECISIONS AND JUDGMENTS, ACCESS TO WORK AND INSPECTION**

- A. DECISIONS
- B. JUDGMENTS
- C. ACCESS TO WORK
- D. INSPECTION

#### **ARTICLE 7. CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION**

#### **ARTICLE 8. MATERIALS AND EMPLOYEES**

#### **ARTICLE 9. SURVEYS, PERMITS, LAWS, TAXES AND REGULATIONS**

- A. SURVEYS
- B. PERMITS AND LICENSES
- C. TAXES
- D. LAWS AND REGULATIONS

#### **ARTICLE 10. PROTECTION OF WORK AND PROPERTY**

- A. GENERAL PROVISIONS
- B. SAFETY PRECAUTIONS
- C. EMERGENCIES

#### **ARTICLE 11. DRAWINGS AND SPECIFICATIONS ON THE WORK documents available during construction**

#### **ARTICLE 12. REQUESTS FOR INFORMATION AND SCHEDULES**

- A. DETAIL DRAWINGS AND INSTRUCTIONS \_
- B. SCHEDULES

#### **ARTICLE 13. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

- A. SUBMITTAL PROCESS
- B. FABRICATION AND ORDERING
- C. DEVIATIONS FROM DRAWINGS OR SPECIFICATIONS
- D. CONTRACTOR REPRESENTATIONS

#### **ARTICLE 14. SAMPLES AND TESTING**

- A. SAMPLES
- B. TESTING – GENERAL (Intentionally Deleted)
- C. TESTING - CONCRETE AND SOILS (Intentionally Deleted)
- D. TESTING – Construction phase Measurement and Verification

**ARTICLE 15. SUBCONTRACTS**

- A. CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES OR COLORADO**
- B. SUBCONTRACTOR PREQUALIFICATION**
- C. SUBCONTRACTOR PROPOSALS**
- D. SUBCONTRACTOR FORMS**
- E. SUBCONTRACTOR SUBSTITUTION**
- F. CONTRACTOR RESPONSIBLE FOR SUBCONTRACTORS**

**ARTICLE 16. RELATIONS OF CONTRACTOR AND SUBCONTRACTORS**

**ARTICLE 17. MUTUAL RESPONSIBILITY OF CONTRACTORS**

**ARTICLE 18. SEPARATE CONTRACTS**

**ARTICLE 19. USE OF PREMISES**

**ARTICLE 20. CUTTING, FITTING OR PATCHING**

**ARTICLE 21. UTILITIES**

- A. TEMPORARY UTILITIES**
- B. PROTECTION OF EXISTING UTILITIES**
- C. CROSSING OF UTILITIES**

**ARTICLE 22. UNSUITABLE CONDITIONS**

**ARTICLE 23. TEMPORARY FACILITIES**

- A. OFFICE FACILITIES**
- B. TEMPORARY HEAT**
- C. WEATHER PROTECTION**
- D. DUST PARTITIONS**
- E. BENCHMARKS**
- F. SIGN**
- G. SANITARY PROVISION**

**ARTICLE 24. CLEANING UP**

**ARTICLE 25. INSURANCE**

- A. GENERAL**
- B. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)**
- C. AUTOMOBILE LIABILITY INSURANCE and business auto liability covering liability rising out of any auto (including owned, hired and non-owned autos).**
- D. WORKERS' COMPENSATION INSURANCE**
- E. UMBRELLA LIABILITY INSURANCE (for construction projects exceeding \$10,000,000, provide the following coverage):**
- F. BUILDER'S RISK INSURANCE**
- H. POLLUTION LIABILITY INSURANCE**
- I. ADDITIONAL MISCELLANEOUS INSURANCE PROVISIONS**

**ARTICLE 26. CONTRACTOR'S PERFORMANCE AND PAYMENT BONDS**

**ARTICLE 27. LABOR AND WAGES**

**ARTICLE 28. ROYALTIES AND PATENTS**

**ARTICLE 29. ASSIGNMENT**

**ARTICLE 30. CORRECTION OF WORK BEFORE ACCEPTANCE**

**ARTICLE 31. APPLICATIONS FOR PAYMENTS**

- A. CONTRACTOR'S SUBMITTALS**
- B. Intentionally deleted.**
- C. RETAINAGE WITHHELD**
- D. RELEASE OF RETAINAGE**

**ARTICLE 32. CERTIFICATES FOR PAYMENTS**

**ARTICLE 33. PAYMENTS WITHHELD**

**ARTICLE 34. DEDUCTIONS FOR UNCORRECTED WORK (**

**ARTICLE 35. CHANGES IN THE WORK**

**CHANGES TO THE EPC FIXED LIMIT OF CONSTRUCTION COST**

- A. THE VALUE OF CHANGED WORK**
- B. DETAILED BREAKDOWN**
- C. HAZARDOUS MATERIALS (add language from D/B GC)**

|                                                                                               |                                                                                                       |
|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| D.                                                                                            | <a href="#"><u>EMERGENCY FIELD CHANGE ORDERED WORK</u></a>                                            |
| E.                                                                                            | <a href="#"><u>APPROPRIATION LIMITATIONS - §24-91-103.6, C.R.S., as amended</u></a>                   |
| <b>ARTICLE 36. CLAIMS</b>                                                                     |                                                                                                       |
| <b>ARTICLE 37. DIFFERING SITE CONDITIONS (Intentionally Deleted)</b>                          |                                                                                                       |
| A.                                                                                            | <a href="#"><u>NOTICE IN WRITING (Intentionally Deleted)</u></a>                                      |
| B.                                                                                            | <a href="#"><u>LIMITATIONS (Intentionally Deleted)</u></a>                                            |
| <b>ARTICLE 38. DELAYS AND EXTENSIONS OF TIME</b>                                              |                                                                                                       |
| <b>ARTICLE 39. NON-BINDING DISPUTE RESOLUTION – FACILITATED NEGOTIATIONS</b>                  |                                                                                                       |
| <b>ARTICLE 40. RIGHT OF OCCUPANCY</b>                                                         |                                                                                                       |
| <b>ARTICLE 41. COMPLETION, FINAL INSPECTION, ACCEPTANCE AND SETTLEMENT</b>                    |                                                                                                       |
| A.                                                                                            | <a href="#"><u>NOTICE OF COMPLETION</u></a>                                                           |
| B.                                                                                            | <a href="#"><u>FINAL INSPECTION</u></a>                                                               |
| C.                                                                                            | <a href="#"><u>NOTICE OF SUBSTANTIAL COMPLETION (Per Energy Conservation Measure and Project)</u></a> |
| D.                                                                                            | <a href="#"><u>NOTICE OF FINAL ACCEPTANCE (Per Energy Conservation Measure and Project)</u></a>       |
| F.                                                                                            | <a href="#"><u>SETTLEMENT</u></a>                                                                     |
| <b>ARTICLE 42. GENERAL WARRANTY AND CORRECTION OF WORK AFTER ACCEPTANCE</b>                   |                                                                                                       |
| <b>ARTICLE 43. LIENS</b>                                                                      |                                                                                                       |
| <b>ARTICLE 44. ONE-YEAR WARRANTIES</b>                                                        |                                                                                                       |
| A.                                                                                            | <a href="#"><u>ONE YEAR WARRANTY OF THE WORK</u></a>                                                  |
| B.                                                                                            | <a href="#"><u>SPECIAL WARRANTIES</u></a>                                                             |
| <b>ARTICLE 45. WARRANTY INSPECTIONS AFTER COMPLETION</b>                                      |                                                                                                       |
| <b>ARTICLE 46. TIME OF COMPLETION AND LIQUIDATED DAMAGES</b>                                  |                                                                                                       |
| <b>ARTICLE 47. DAMAGES</b>                                                                    |                                                                                                       |
| <b>ARTICLE 48. STATE’S RIGHT TO DO THE WORK; TEMPORARY SUSPENSION OF WORK; DELAY; DAMAGES</b> |                                                                                                       |
| A.                                                                                            | <a href="#"><u>STATE’S RIGHT TO DO THE WORK</u></a>                                                   |
| B.                                                                                            | <a href="#"><u>TEMPORARY SUSPENSION OF WORK</u></a>                                                   |
| C.                                                                                            | <a href="#"><u>DELAY DAMAGES</u></a>                                                                  |
| <b>ARTICLE 49. STATE’S RIGHTS TO TERMINATE CONTRACT</b>                                       |                                                                                                       |
| A.                                                                                            | <a href="#"><u>GENERAL</u></a>                                                                        |
| B.                                                                                            | <a href="#"><u>CONDITIONS AND PROCEDURES</u></a>                                                      |
| C.                                                                                            | <a href="#"><u>ADDITIONAL CONDITIONS (Intentionally Deleted)</u></a>                                  |
| <b>ARTICLE 50. TERMINATION FOR CONVENIENCE OF STATE</b>                                       |                                                                                                       |
| A.                                                                                            | <a href="#"><u>NOTICE OF T ERMINATION</u></a>                                                         |
| B.                                                                                            | <a href="#"><u>PROCEDURES</u></a>                                                                     |
| <b>ARTICLE 52. COLORADO SPECIAL PROVISIONS</b>                                                |                                                                                                       |
| <b>ARTICLE 53. MISCELLANEOUS PROVISIONS</b>                                                   |                                                                                                       |

## **ARTICLE 1. DEFINITIONS**

### **A. CONTRACT DOCUMENTS**

The Contract Documents consist of the following, some of which are procedural documents used in the administration and performance of the Agreement:

The Energy Performance Contract between the State and Contractor and all its Schedules, and Attachments;

Contractor’s Investment Grade Audit and Energy Performance Contract Project Proposal Contract, All Exhibits, Addenda, and Clarifications

Accepted Investment Grade Audit Report and Energy Performance Contract Project Proposal Performance Bond and Labor and Material Payment Bond ;

These General Conditions of the Energy Performance Contract (**EPC-GC**) and if applicable, Supplementary General Conditions;

Drawings developed by Contractor and accepted by State, prior to the Notice to Proceed to Commence Construction Phase;

Change Orders and any Amendments executed pursuant to State law and regulations;  
 Builder's risk insurance certificates of insurance;  
 Liability, workers' compensation and professional liability errors and omissions certificates of insurance;  
 Notice to Proceed to Commence Design Phase;  
 Notice to Proceed to Commence Construction Phase;  
 Notice of Approval of Occupancy/Use  
 Notice of Partial Substantial Completion);  
 Notice of Substantial Completion;  
 Notice of Partial Final Acceptance;  
 Notice of Final Acceptance);  
 Notice of Contractor's Settlement;  
 Application and Certificate for Contractor's Payment; and  
 Other procedural and reporting documents or forms referred to in these General Conditions of the Energy Performance Contract, the Specifications or required by the State Buildings Programs, if applicable or the Principal Representative, including but not necessarily limited to the Pre-Acceptance Checklist form (SBP-05) and the Building Inspection Report (SBP-BIR). A list of the current standard Colorado Energy Office and State Buildings Programs forms applicable to this Contract may be obtained from the Principal Representative on request.

## **B. DEFINITIONS OF WORDS AND TERMS USED**

1. **AGREEMENT.** The term "Agreement" shall mean the written agreement entered into by the Political Subdivision acting by and through the Principal Representative and the Contractor for the performance of the Work and payment therefore, on the Energy Performance Contract (EPC-1). The term Agreement, when used without reference to EPC-1, may also refer to the entirety of the parties' agreement to perform the Work described in the Contract Documents or reasonably inferable there from. The term "Contract" shall be interchangeable with this latter meaning of the term Agreement
2. **CHANGE ORDER.** When the Maximum Contracted Amount was increased, per EPC §7(B), the term "Change Order" means a written order, signed by a Procurement Officer or other authorized representative of the Principal Representative, directing Contractor to make changes in the Work, in accordance with Article 35A, The Value of Changed Work.
3. **COLORADO LABOR.** The term "Colorado labor", as provided in C.R.S. § 8-17-101(2)(a), as amended, means any person who is a resident of the state of Colorado, at the time of the public works project, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification. A resident of the State of Colorado is a person who can provide a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last 30 days.
4. **CONSULTANT.** The term "Consultant" shall mean a person, firm or corporation supplying design/consulting services for the Project . Design professionals and consultants are directly contracted to the Contractor.
5. **DAYS.** The term "days" whether singular or plural, shall mean calendar days unless expressly stated otherwise. Where the term "business days" is used, it shall mean business days of the State of Colorado."
6. **DRAWINGS.** The term "Drawings" shall mean all drawings approved by appropriate Political Subdivision officials which have been prepared by the Contractor's Architect/Engineer showing the Work to be done, except that where a list of drawings is specifically enumerated in the Specifications, the term shall mean the drawings so enumerated, including all addenda drawings.
7. **EMERGENCY FIELD CHANGE ORDER.** The term "Emergency Field Change Order" shall mean a written change order for extra Work or a change in the Work necessitated by an emergency as defined in Article 35C, executed on Exhibit XIII and identified as an Emergency Field Change Order. The use of such orders is limited to emergencies and to the amounts shown in Article 35C.
8. **ENERGY SERVICE COMPANY'S ARCHITECT/ENGINEER.** The term "Energy Service Company Architect/Engineer" shall mean professionals licensed or registered by the State of

Colorado who have contracted with the Energy Service Company, or a professional employee of the Energy Service Company, to accomplish the architectural and engineering services necessary for the Work. Nothing in this contract is intended to create a contractual relationship between such professional and the Principal Representative.

9. **ENERGY PERFORMANCE CONTRACT CHANGE ORDER.** The EPC Change Order is applicable only to Energy Performance Contracts and only for the original EPC MCP. The term "EPC Change Order" means a written order, signed by a Procurement Officer or other authorized representative of the Principal Representative, directing Contractor to make changes in the Work, in accordance with Article 35E, Changes in the EPC Fixed Limit of Construction Cost.
10. **FINAL ACCEPTANCE.** The terms "final acceptance" or "finally complete" mean the stage in the progress of the Project, after substantial completion, when all items of Work have been completed in accordance with the requirements of the Contract Documents, and the Notice of Final Acceptance can be issued. Discrete physical portions of the Project may be separately and partially deemed finally complete at the discretion of the Principal Representative when that portion of the Project reaches such stage of completion and a Partial Notice of Substantial Completion can be issued.
11. **NOTICE.** The term "Notice" shall mean any communication in writing from either contracting party to the other by such means of delivery that receipt cannot properly be denied. Notice shall be provided to the person identified to receive it in Article 27 (Energy Performance Contract), Notice Identification, or to such other person as either party identifies in writing to receive Notice or in the absence of the identified party, a principal of the Contractor. Notice by facsimile transmission where proper transmission is evidenced shall be adequate where facsimile numbers are included in Article 27 (Energy Performance Contract). In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Acknowledgment of receipt of a voice message shall not be deemed to waive the requirement that Notice, where required, shall be in writing.
12. **OCCUPANCY.** The term "Occupancy" means occupancy taken by the Political Subdivision as owner after the Date of Substantial Completion at a time when a building or other discrete physical portion of the Project is used for the purpose intended. The Date of Occupancy shall be the date of such first use, but shall not be prior to the date of execution of the Notice of Approval of Occupancy/Use. Prior to the date of execution of a Notice of Approval of Occupancy/Use, the Political Subdivision shall have no right to occupy and the project may not be considered safe for occupancy/use for the intended use.
13. **OWNER.** The term "Owner" (if used) shall mean the Political Subdivision.
14. **PRINCIPAL REPRESENTATIVE.** The term "Principal Representative" shall have the meaning set forth in the Energy Performance Contract.
15. **PRODUCT DATA.** The term "Product Data" shall mean all submittals in the form of printed manufacturer's literature, manufacturer's specifications, and catalog cuts.
16. **REASONABLY INFERABLE:** The phrase "reasonably inferable" means that if an item or system is either shown or specified, all material and equipment normally furnished with such items or systems and needed to make a complete installation shall be provided whether mentioned or not, omitting only such parts as are specifically excepted, and shall include only components which Contractor could reasonably anticipate based on his or her skill and knowledge using an objective, industry standard, not a subjective standard. This term takes into consideration the normal understanding that not every detail is to be given on the Drawings and Specifications.
17. **SAMPLES.** The term "Samples" shall mean examples of materials or Work provided to establish the standard by which the Work will be judged.
18. **SBP.** The term "SBP" means "State Buildings Program," which is used in connection with labeling applicable State form documents (e.g., "SBP-01" is the form number for Notice of Approval of Occupancy/Use).
19. **SC.** The term "SC" means "State Contract" which is used in connection with labeling applicable State form documents (e.g. "SC 6.22" is the State form number for Performance Bond).
20. **SCHEDULE OF VALUES.** The term "Schedule of Values" is defined as the itemized listing of the Work with corresponding pricing. The format shall be the same as Schedule F. Included shall be all pricing of the Project, which shall include design, material, labor and other costs, and the sum of all, as described in Section 6(C) of the Energy Performance Contract..

21. **SHOP DRAWINGS.** The term "Shop Drawings" shall mean any and all detailed drawings prepared and submitted by Contractor, Subcontractor at any tier, vendors or manufacturers providing the products and equipment specified on the Drawings or called for in the Specifications.
22. **SPECIFICATIONS.** The term "Specifications" shall mean the written requirements for the Work to be accomplished as set forth in Schedule O.
23. .
24. **SUBCONSULTANT.** The term "Subconsultant" shall mean a person, firm or corporation supplying design/consulting services for the Project for, and under separate contract or agreement with the Contractor (or another Subconsultant of Contractor). Design and other professionals directly contracted to the Contractor are considered subconsultants.
25. **SUBCONTRACTOR.** The term "Subcontractor" shall mean a person, firm or corporation supplying labor, materials, equipment and/or Services for Work at the site of the Project for, and under separate contract or agreement with the Contractor (or another Subcontractor of Contractor).
26. **SUBMITTALS.** The term "submittals" means drawings, lists, tables, documents and samples prepared by Contractor to facilitate the progress of the Work as required by these General Conditions or the Drawings and Specifications. They consist of Shop Drawings, Product Data, Samples, and various administrative support documents including but not limited to lists of Subcontractors, construction progress schedules, schedules of values, applications for payment, inspection and test results, requests for information, various document logs, and as-built drawings. Submittals are required by the Contract Documents, but except to the extent expressly specified otherwise are not themselves a part of the Contract Documents.
27. **SUBSTANTIAL COMPLETION.** The terms "substantial completion" or "substantially complete" mean the stage in the progress of the Work when the construction is sufficiently complete, in accordance with the Contract Documents, as modified by any EPC Change Orders, so that the Work, or at the discretion of the Principal Representative, any designated portion thereof, is available for its intended use by the Principal Representative and a Notice of Substantial Completion can be issued.
28. **SURETY.** The term "Surety" shall mean any company providing labor and material payment and performance bonds for Contractor as obligor.
29. Capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Energy Performance Contract.

## **ARTICLE 2. EXECUTION, CORRELATION, INTENT OF DOCUMENTS, COMMUNICATION AND COOPERATION**

### **A. EXECUTION**

Contractor, within ten (10) days from the Notice to Proceed to Commence Construction Phase, as a requirement to execute the Energy Performance Contract, shall be required to furnish:

1. A fully executed Performance and Labor and Material Payment Bonds, on State Forms SC-6.22 and SC-6.221; and
2. A Certificate(s) of Insurance evidencing all required insurance on standard Acord forms designed for such purpose; and

A Professional Liability Errors and Omissions Insurance, if warranted by the Work.

### **B. CORRELATION**

Upon execution of the Energy Performance Contract, the Contractor represents that Contractor has visited the Premises, has become familiar with local conditions and local requirements under which the Work is to be performed, including the applicable building codes, and has correlated personal observations with the requirements of the Contract Documents.

### **C. INTENT OF DOCUMENTS**

The Contract Documents are complementary, and what is called for by any one document shall be as binding as if called for by all. The intention of the Contract Documents is to include all labor, materials, equipment and transportation necessary for the proper execution of the Work. Words describing materials or Work which have a well-known technical or trade meaning shall be held to refer to such recognized standards.

Where a conflict occurs between or within standards, Specifications or Drawings, which is not

resolved by reference to the precedence between the Contract Documents, the more stringent or higher quality requirements shall apply, so long as such more stringent or higher quality requirements are Reasonably Inferable. The Principal Representative shall decide with the Contractor a mutually agreeable resolution which requirements apply. With the exception noted in the following paragraph, the precedence of the Contract Documents is as in the EPC Article 24, General Provisions:

Change Orders and Amendments, if any, to the Contract Documents take precedence over the original Contract Documents.

Unless the context otherwise requires, form numbers in this document are for convenience only. In the event of any conflict between the forms required by name or context and the form required by number, the form required by name or context shall control. The Contractor may obtain State and Colorado Energy Office forms from the Principal Representative upon request.

Nothing contained in the Energy Performance Contract Documents shall create a professional obligation or contractual relationship between the Principal Representative and any third party, including the Contractor's Architect/Engineer.

**D. PARTNERING, COMMUNICATIONS AND COOPERATION**

In recognition of the fact that conflicts, disagreements and disputes often arise during the performance of energy performance contracts, the Contractor and the Principal Representative aspire to encourage a relationship of open communication and cooperation between the employees and personnel of both, in which the objectives of the Contract may be better achieved and issues resolved in a more fully informed atmosphere.

Contractor and the Principal Representative each agree to assign an individual who shall be fully authorized to negotiate and implement a voluntary partnering plan for the purpose of facilitating open communications between them. Within thirty days (30) of the issuance of the Notice to

Proceed to Commence Design Phase, the assigned individuals shall meet to discuss development of an informal agreement to accomplish these goals.

The assigned individuals shall endeavor to reach an informal agreement, but shall have no such obligation. Any plans these parties voluntarily agree to implement shall result in no change to the Contract amount, and no costs associated with such plan or its development shall be recoverable under any Contract clause. In addition, no plan developed to facilitate open communication and cooperation shall alter, amend or waive any of the rights or duties of either party under the Contract unless and except by written Amendment to the Contract, nor shall anything in this clause or any subsequently developed partnering plan be deemed to create fiduciary duties between the parties unless expressly agreed in a written Amendment to the Contract. It is also recognized that projects with relatively low Contract values may not justify the expense or special efforts required. In the case of small projects with an initial Fixed Limit of Construction Cost under \$500,000, the requirements of the preceding paragraph shall not apply.

#### **ARTICLE 3. COPIES FURNISHED**

The ESCO shall furnish to Political Subdivision the number of copies of Design Documents as specified in the Contract Documents (Article 5 (C) of the Energy Performance Contract), or if no number is specified, all copies reasonably necessary for the execution of the Work.

#### **ARTICLE 4. OWNERSHIP OF DRAWINGS**

Refer to Article 12 of the Energy Performance Contract.

#### **ARTICLE 5. CONTRACTOR'S ARCHITECT/ENGINEER'S STATUS**

In case of termination of employment or the death of the Contractor's Architect/Engineer, or the termination of the contract between the Contractor and the project's professional Architectural/Engineering firm, the Contractor will appoint a capable Architect/Engineer or contract with another professional firm, against whom the State makes no reasonable objection, whose status under the Contract shall be the same as that of the former Contractor's Architect/Engineer.

#### **ARTICLE 6. DECISIONS AND JUDGMENTS, ACCESS TO WORK AND INSPECTION**

##### **A. DECISIONS**

The Contractor shall, within a reasonable time, make decisions on all matters relating to the execution and progress of the Work, provided that the Work is executed in accordance with the requirements of the Contract Documents.

[INTENTIONALLY OMITTED]

##### **B. ACCESS TO WORK**

The Principal Representative shall at all times have access to the Work Premises. Contractor shall provide proper facilities for such access and for their observations or inspection of the Work.INSPECTION

The Contractor has agreed to allow the Principal Representative or consultants to the Principal Representative to make periodic visits to the Premises to generally observe the progress and quality of the Work to determine in general if the Work is proceeding in accordance with the Contract Documents. Principal Representative shall be required to comply with all safety policies applicable to the Premises as a condition of receiving such access. Observation may extend to all or any part of the Work on the Premises.

If the Contract, the laws, or ordinances of any public authority require any Work to be specifically tested or approved, Contractor shall give the Principal Representative and appropriate testing agency (if necessary) timely notice of its readiness for observation by the Principal Representative or inspection by another authority, and if the inspection is by another authority, of the date fixed for such inspection, required certificates of inspection being secured by Contractor. If any such Work is covered up without approval or consent of the Political Subdivision or prior to any building code inspection, it must, if required by, the Principal Representative, be uncovered for examination, at Contractor's expense. If such Work is found by the Principal Representative, acting reasonably, to be not in accordance with the Contract Documents, Contractor shall pay such costs, unless he or she shall show that the defect in the Work was caused by another contractor engaged by the Principal Representative. In that event, the Principal Representative shall pay such cost. In addition, examination of questioned Work may be ordered, and if so ordered, the Work must be uncovered by Contractor. If such Work be found in accordance with the Contract Documents, Contractor shall be reimbursed the cost of examination and replacement and the Construction Term shall be equitably extended for any resulting delay.

#### **ARTICLE 7. CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION**

The Contractor shall employ, and keep present on the Project during its progress, a competent superintendent and any necessary assistants, all reasonably satisfactory to the Principal Representative. The superintendent shall not be changed except with the consent of the Principal Representative (such consent not to be unreasonably withheld), unless the superintendent proves to be unsatisfactory to the Contractor or ceases to be in his or her employ. The superintendent shall represent the Contractor in his or her absence and all directions given to the superintendent shall be as binding as if given to the Contractor. Directions received by the superintendent shall be documented by the superintendent and confirmed in writing with the Contractor.

The Contractor shall give efficient supervision to the Work, using such skill and attention as is reasonably expected of professionals providing similar services within the State under similar circumstances. He or she shall carefully study and compare all Drawings, Specifications and other written instructions and shall without delay report any error, inconsistency or omission which he or she may discover in writing to the Principal Representative.

The superintendent shall see that the Work is carried out in accordance with the Contract Documents and in a uniform, thorough and first-class manner in every respect. The Contractor's superintendent shall establish all lines, levels, and marks necessary to facilitate the operations of all concerned in the Contractor's Work. The Contractor shall lay out all work in a manner reasonably satisfactory to the Principal Representative making appropriate permanent records for all other parts of the Work.

#### **ARTICLE 8. MATERIALS AND EMPLOYEES**

Unless otherwise stipulated, Contractor shall provide and pay for all materials, labor, tools, equipment, transportation and other facilities necessary for the execution and completion of the Work. In the event a significant delay in acquiring materials or equipment or a significant increase in the price of materials or equipment occurs during the performance of the Agreement by no fault of Contractor, the Fixed Limit of Construction Cost and/or the Substantial Completion Date, as appropriate, shall be equitably adjusted by Change Order. A change in the price of an item of material or equipment will be considered significant when the price of an item increases by five percent (5)% between the Effective Date and the date on which such item is due to be purchased and/or installed in accordance with the Schedule of Values or the Construction Schedule.

Unless otherwise specified, all materials and Equipment shall be new and both workmanship and materials shall be of good quality. Contractor shall, if required, furnish reasonably satisfactory evidence as to the kind and quality of materials.

Contractor is fully responsible for all acts and omissions of Contractor's employees and shall at all times enforce strict discipline and good order among employees on the Premises. Contractor shall not employ on the Work any person reasonably deemed unfit by the Principal Representative or anyone not skilled in the

Work assigned to him.

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## **ARTICLE 9. SURVEYS, PERMITS, LAWS, TAXES AND REGULATIONS**

### **A. SURVEYS**

The Principal Representative shall furnish all surveys, property lines and benchmarks deemed necessary by the Contractor, unless otherwise specified.

### **B. PERMITS AND LICENSES**

Permits and licenses necessary for the construction of the Work shall be secured and paid for by Contractor. Unless otherwise required, no local municipal or county building permit shall be required. The Contractor's employees shall become personally familiar with these local conditions and requirements and shall fully comply with such requirements. State electrical and plumbing permits are required, unless the requirement to obtain such permits is altered by State Building's Programs. Contractor shall obtain and pay for such permits.

Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Principal Representative, unless otherwise specified.

### **C. TAXES**

#### **1. REFUND OF SALES AND USE TAXES**

Based on the scope of Work, this Contract will be treated as a construction contract. The Compensation excludes all present and future sales taxes, excise taxes, value-added taxes, import and export duties and any other taxes, surcharges or duties now existing or hereafter imposed by government authorities upon the Work. The Contractor is considered the ultimate consumer/user of all materials purchased for incorporation in or use in the performance of the Work and will pay tax on its purchases and will not directly bill tax to the Political Subdivision. On application by the purchaser or seller, the Colorado Department of Revenue shall issue to a Contractor or to a Subcontractor at any tier, a certificate or certificates of exemption per §39-26-114(1)(d), C.R.S., and §39-26-203, C.R.S.

#### **2. FEDERAL TAXES**

Contractor shall exclude the amount of any applicable federal excise or manufacturers' taxes from the proposal. The Principal Representative will furnish Contractor, on request, exemption certificates.

### **D. LAWS AND REGULATIONS**

Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn or specified.

Contractor shall bear all costs arising from the performance of Work required by the Drawings or Specifications that Contractor knows to be contrary to such laws, ordinances, rules or regulations.

## **ARTICLE 10. PROTECTION OF WORK AND PROPERTY**

### **A. GENERAL PROVISIONS**

Contractor shall take reasonable precautions to protect the Work and materials, and to protect the property from injury or loss arising from Contractor's operations in connection with this Contract and to protect adjacent property from injury or loss arising from Contractor's operations in connection with this Contract, as provided by law and the Contract Documents. Contractor shall be responsible for any bodily injury, damage, injury or loss to tangible personal property caused by its operations in connection with the Contract, except to the extent:

1. Caused by separate contractors, agents or employees of the Principal Representative; and,

2. Due to causes beyond Contractor's control and not to fault or negligence; provided such damage, injury or loss would not be covered by the insurance required to be carried by Contractor.

**B. SAFETY PRECAUTIONS**

Contractor shall take all necessary precautions for the safety of employees on the Project, and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the Premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against the hazards created by such features of construction as protruding nails, hoists, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials; and he or she shall designate a responsible member of his or her organization on the Project, whose duties shall include the prevention of accidents. The name and position of any person so designated shall be reported to the Principal Representative by Contractor.

The Contractor shall provide all necessary bracing, shoring and tying of all structures, decks and framing to prevent any structural failure of any material which could result in damage to property or the injury or death of persons due to Contractor's operations under the Contract; take all precautions to insure that no part of any structure of any description is loaded beyond its carrying capacity with anything that will endanger its safety at any time due to Contractor's operations during the execution of this Contract; and provide for the adequacy and safety of all scaffolding and hoisting equipment used for performance of the Work. Contractor shall not permit open fires within the building enclosure. Contractor shall construct and maintain all necessary temporary drainage and do all pumping necessary to keep excavations and floors, pits and trenches free of water in connection with Contractor's operations under the Contract. Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work, except as otherwise noted.

Contractor shall take due precautions when obstructing sidewalks, streets or other public ways in any manner, and shall provide, erect and maintain barricades, temporary walkways, roadways, trench covers, colored lights or danger signals and any other devices necessary or required to assure the safe passage of pedestrians and automobiles through areas in which Contractor is performing Work.

**C. EMERGENCIES**

In an emergency affecting the safety of life or of the Work or of adjoining property, Contractor without special instruction or authorization from the Principal Representative, is hereby permitted to act, at his or her discretion, to prevent such threatened loss or injury; and he or she shall so act, without appeal, (provided the threatened loss or injury arises from or otherwise relates to Contractor's operations under the Contract), if so authorized or instructed. Provided Contractor has no responsibilities for the emergency, if Contractor incurs additional cost on account of any such emergency Work, the Fixed Limit of Construction Cost shall be equitably adjusted in accordance with Article 35, Changes in the Work.

**ARTICLE 11. DRAWINGS AND SPECIFICATIONS ON THE WORK**

When applicable, as determined at the reasonable discretion of the Principal Representative, Contractor shall keep on the Premises a printed or electronic copy of the Contract Documents in good order, including current copies of all Drawings and Specifications for the Work, and any approved Shop Drawings, Product Data or Samples, and as-built drawings. All such documents shall be available to representatives of the State. In addition, Contractor shall keep on the Premises a printed or electronic copy of all approved addenda, Change Orders, EPC Change Orders, and requests for information issued for the Work.

Contractor shall develop procedures to ensure the currency and accuracy of as-built drawings and shall maintain on a current basis a log of requests for information and responses thereto, a Product Data submittal log, and a Sample submittal log to record the status of all necessary and required submittals.

## **ARTICLE 12. REQUESTS FOR INFORMATION AND SCHEDULES**

### **A. DETAIL DRAWINGS AND INSTRUCTIONS**

The Contractor shall furnish additional instructions with reasonable promptness, by means of drawings or otherwise, necessary for the proper execution of the Work. All such drawings and instructions shall be consistent with the Contract Documents and reasonably inferable there from.

The Work shall be executed in conformity with such instructions and Contractor shall do no Work without proper Drawings, Specifications or instructions.

The Contractor and the Principal Representative shall jointly prepare a schedule, subject to change from time to time in accordance with the progress of the Work, fixing the dates at which the various detail drawings and specification that will be required. A schedule shall be prepared, fixing the dates for the beginning of manufacture and installation of materials and for the completion of the various parts of the Work.

### **B. SCHEDULES**

#### **1. DESIGN SCHEDULE**

Prior to receiving the Notice to Proceed to Commence Design Phase (SC-8.26), if requested by the Principal Representative, the Contractor shall submit a detailed Design Phase Schedule identifying all phases of design, including time identified for the Principal Representative to review and approve design documents and specifications at each design milestone. The Design Phase Schedule shall also identify adequate time for the document coordination between the Contractor and each of its consultants.

#### **2. SUBMITTAL SCHEDULES**

Prior to the Notice to Proceed to Commencement of Construction for the first construction phase a schedule shall be prepared by the Contractor fixing the dates for the beginning of manufacture, procurement of the equipment, and installation of materials for the completion of the various parts of the Work. The schedule shall be subject to change from time to time in accordance with the progress of the Work, and it shall be subject to the review and approval (not to be unreasonably withheld, ) by the Principal Representative. The schedule shall be finalized, prepared and submitted with respect to each of the elements of the Work in time to avoid delay, considering reasonable periods for review, manufacture, procurement of the equipment and/or installation.

At the time the schedule is prepared, Contractor and Principal Representative shall jointly identify the Product Data and Samples, if any, which the Principal Representative shall receive simultaneously with the Contractor for the purposes of Political Subdivision coordination with existing facility standards and systems. Transmittal of Product Data copies to the Principal Representative shall be solely for the convenience of the Principal Representative and shall neither create nor imply responsibility or duty of review by the Principal Representative.

#### **3. SCHEDULE OF VALUES**

Prior to the Notice to Proceed to Commence Construction for the first construction phase, the Contractor shall submit to the Principal Representative, for approval, a complete itemized Schedule of Values (Schedule F) of the various parts of the Work, as estimated by Contractor, aggregating the total Project price. The Schedule of Values shall be in by ECM/FIM as indicated in the EPC Description of Work (Schedule B) or in such detail as the Principal Representative shall reasonably require, and be prepared on forms acceptable to the Principal Representative. Contractor shall revise and resubmit the Schedule of Values for approval when, in the opinion of the Principal Representative, such resubmittal is required due to changes or modifications to the Contract Documents.

The total price of each line item so separately identified shall be consistent with the CEO Cost and Pricing Tool.

The price of subcontracts shall be incorporated in Schedule of Values.

This Schedule of Values (Schedule F), when approved by the Principal Representative, shall be used in preparing Contractor's applications for payment.

**4. CONSTRUCTION SCHEDULES**

Prior to the Notice to Proceed to Commence Construction for the first construction phase, the Contractor shall submit to the Principal Representative when specifically requested, on a form reasonably acceptable to them, an overall timetable of the construction schedule for the Project. Unless the other Contract Documents allow scheduling with bar charts or other less sophisticated scheduling tools, the Contractor's schedule shall be a critical-path method (CPM) construction schedule. The construction schedule should start with the date of Notice to Proceed to Commence Construction for the first Work phase and include the various Work activities, change order work (when applicable), demonstration of equipment operation when called for in the Specifications, commissioning of installed equipment, post-installation verification activities, testing, closeout, and acceptance and any other steps as agreed to with the Principal Representative. The Construction Term shall be the time specified in Section 2(B) of the Energy Performance Contract.

Contractor shall submit monthly updates of the construction schedule. These updates shall reflect Contractor's "Work in place" progress.

When construction phase measurement and verification is required by the Measurement and Verification Plan, Schedule D, the Contractor shall prepare and submit to the Principal Representative a schedule for M&V activities in accordance with Article 14, Samples and Testing, Construction Phase Measurement and Verification.

**ARTICLE 13. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

**A. SUBMITTAL PROCESS**

Contractor shall check and field-verify all dimensions. Contractor shall check, approve and submit to the Principal Representative in accordance with the schedule described in Article 12, Requests for Information and Schedules, all Shop Drawings, Product Data and Samples required by the Specifications or required for the Work of the various trades. All Drawings and Product Data shall contain identifying nomenclature and each Submittal shall be accompanied by a letter of transmittal identifying in detail all enclosures.

The Principal Representative shall promptly review and comment on the Specifications, Shop Drawings, and Product Data within the time provided in the agreed upon schedule for conformance with information given and the design concept expressed in, or reasonably inferred from, the Contract Documents. The nature of all corrections (if any) to be made to the Specifications, Shop Drawings, and Product Data, if any, shall be clearly noted, and the submittals shall be promptly returned to Contractor for such corrections. On resubmitted Specifications, Shop Drawings, Product Data or Samples, Contractor shall direct specific attention in writing on the transmittal cover to revisions on any previously checked submittal. The Principal Representative shall promptly review and comment on, and return, the resubmitted items.

Contractor shall thereafter furnish such other copies in the form approved by the Principal Representative as may be needed for the prosecution of the Work.

**B. FABRICATION AND ORDERING**

As required by the Work, fabrication shall be started by Contractor only after receiving approved Shop Drawings by the Principal Representative. Materials shall be ordered in accordance with

approved Product Data. Work which is improperly fabricated, whether through incorrect Shop Drawings, faulty workmanship or materials, will not be acceptable.

**C. DEVIATIONS FROM DRAWINGS OR SPECIFICATIONS**

The review and comments of the Specifications, Shop Drawings, Product Data or Samples by the Principal Representative shall not relieve Contractor from responsibility for deviations from the Drawings or Specifications, unless the Contractor has in writing called the attention of the Principal Representative to such deviations at the time of submission, nor shall it relieve Contractor from responsibility for errors of any sort in Drawings or Specifications. Review and comments on Specifications, Shop Drawings or Product Data containing identified deviations from the Contract Documents shall not be the basis for a Change Order or a claim based on a change in the scope of the Work unless Notice is given to the Principal Representative in accordance with Articles 35 and 36.

**D. CONTRACTOR REPRESENTATIONS**

By preparing, approving, and/or submitting Specifications, Shop Drawings, Product Data and Samples, Contractor represents that Contractor has determined and verified all materials, field measurements, and field construction criteria related thereto, and has checked and coordinated the information contained within each submittal with the requirements of the Work, the Project and the Contract Documents and prior reviews and approvals.

**ARTICLE 14. SAMPLES AND TESTING**

**A. SAMPLES**

Contractor shall furnish for approval, with such promptness as to cause no delay in his or her Work, applicable Samples and as required by Schedule B.

**B. TESTING— GENERAL (Intentionally Deleted)**

**C. TESTING - CONCRETE AND SOILS (Intentionally Deleted)**

**D. TESTING – Construction Phase Measurement and Verification**

Additional testing required during construction by the Measurement and Verification Plan, **Schedule D**, will be coordinated by the Contractor.

**ARTICLE 15. SUBCONTRACTS**

**A. CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES OR COLORADO**

Contractor shall comply with applicable requirements of C.R.S. § 8-17-101(1), as amended, in the performance of the Work

**B. SUBCONTRACTOR SELECTION**

Prior to the Notice to Proceed to Commencement of Construction for each ECM/FIM/the first construction phase, the Contractor shall submit to the Principal Representative a complete list of all proposed Subcontractors. The Contractor shall submit to the Principal Representative a complete list of Consultants including the Contractor's Architect/Engineer and the professional Subconsultants. It shall be as complete as possible at the time, showing all known Subcontractors, Consultants and Subconsultants planned for the Work. The list shall be

Supplemented and/or revised as other Subcontractors are determined by the Contractor and any such supplemental list shall be submitted to the Principal Representative not less than ten (10) days before a new Subcontractor commences Work.

**C. SUBCONTRACTOR FORMS**

**D. All subcontracts will be between Contractor and the Subcontractors. SUBCONTRACTOR SUBSTITUTION**

The substitution of any Subcontractor listed in the Contractor's proposal shall be justified in writing not less than ten (10) days after the date of the Notice to Proceed with Design, and shall be subject to the reasonable approval of the Principal Representative, such approval not to be unreasonably withheld. For reasons such as the Subcontractor's refusal to perform as agreed, subsequent unavailability or later discovered proposal errors, or other similar reasons, such substitution may be approved. Contractor shall bear any additional cost incurred by such substitutions.

**E. CONTRACTOR RESPONSIBLE FOR SUBCONTRACTORS**

The Contractor shall not employ any Subcontractor that the Principal Representative, within ten (10) days after the date of receipt of the Contractor's list of Subcontractors or any supplemental list, reasonably objects to in writing as being unacceptable to the Principal Representative.. If a Subcontractor is deemed unacceptable, the Contractor shall propose a substitute Subcontractor and the Maximum Contract Price shall be adjusted by any demonstrated difference between the Subcontractor's prices, except where the Subcontractor has been debarred by the State or fails to meet qualifications of the Contract Documents to perform the work proposed.

The Contractor shall be fully responsible to the Principal Representative for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by them. All instructions or orders in respect to work to be done by Subcontractors shall be given to the Contractor.

**ARTICLE 16. RELATIONS OF CONTRACTOR AND SUBCONTRACTORS**

Contractor agrees to bind each Subcontractor to the terms of these General Conditions and to the requirements of the Drawings and Specifications, and any Addenda thereto, and also all the other Contract Documents and Procedural Documents, as applicable to the Work of such Subcontractor. Contractor further agrees to bind each Subcontractor to those terms of the General Conditions which expressly require that Subcontractors also be bound, including without limitation, requirements that Subcontractors waive all rights of subrogation, provide adequate general commercial liability and property insurance, automobile insurance and workers' compensation consistent with the insurance requirements as provided in Article 25, Insurance.

Nothing contained in the Contract Documents shall be deemed to create any contractual relationship whatsoever between any Subcontractor and the Political Subdivision acting by and through its Principal Representative.

#### **ARTICLE 17. MUTUAL RESPONSIBILITY OF CONTRACTORS**

Should the Contractor, through its negligence, cause damage to any separate contractor engaged by the Principal Representative on the Work and If such separate contractor sues the Principal Representative on account of any damage alleged to have been so sustained, the Principal Representative shall notify the Contractor, who shall defend such proceedings. If any judgment against the Principal Representative arises there from, the Contractor shall pay or satisfy it, in accordance with Article 53(I), Indemnification, provided the Contractor was given due Notice of an opportunity to settle.

#### **ARTICLE 18. SEPARATE CONTRACTS**

The Principal Representative reserves the right to enter into other contracts in connection with the Project or the Contract. The Contractor shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate his or her Work with theirs. If any part of the Contractor's Work depends, for proper execution or results, upon the Work of any other separate contractor, the Contractor shall inspect and promptly report to the Principal Representative any defects in such Work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other separate contractor's Work as fit and proper for the reception of work, except as to defects which may develop in the other separate contractor's Work after the execution of the Contractor's Work.

To insure the proper execution of subsequent Work, the Contractor shall measure Work already in place and shall at once report to the Principal Representative any discrepancy between the executed Work and the Drawings. Principal Representative shall notify Contractor if the activities of any separate contractors might impact Contractor's work and Contractor shall use commercially reasonable efforts to coordinate its Work with such other Contractors activities; however, if Contractor is not notified of such other contractor's activities in advance of drafting its schedule for the timing of the Work, Principal Representative shall be responsible for any costs or delays that result

#### **ARTICLE 19. USE OF PREMISES**

Contractor shall confine apparatus, the storage of materials and the operations of workmen to limits indicated by law, ordinances, permits and any limits lines shown on the Drawings or defined in the Work. Contractor shall not unreasonably encumber the premises with materials. Contractor shall enforce all of the Principal Representative's written and posted policies regarding, without limitation, such matters as signs, advertisements, fires and smoking. Principal Representative shall provide reasonable access to all work locations and storage locations so Contractor can perform the scope of work at defined in this Agreement.

#### **ARTICLE 20. CUTTING, FITTING OR PATCHING**

The Contractor shall do all cutting, fitting or patching of Work that may be required to make its several parts come together properly and fit it to receive or be received by Work of other separate contractors shown upon, or reasonably inferred from, the Drawings and Specifications for the complete structure, and shall provide for such finishes to patched or fitted Work as the Principal Representative may direct. The Contractor shall not endanger any Work by cutting, excavating or otherwise altering the Work and shall not cut or alter the Work of any other separate contractor save with the consent of the Principal Representative.

#### **ARTICLE 21. UTILITIES**

##### **A. TEMPORARY UTILITIES**

Unless otherwise specifically stated in the Specifications or on the Drawings, the Principal Representative shall be responsible for the placement of all utilities as shown on the Drawings or indicated elsewhere in the Specifications, subject to Contractor's compliance with all statutory or regulatory requirements. When actual conditions deviate from those shown in the Drawings and Specifications, Contractor shall comply with the requirements of Article 37, Differing Premises Conditions.

##### **B. PROTECTION OF EXISTING UTILITIES**

Unless and except to the extent Schedule B provides otherwise: (i) where existing utilities, such as water mains, sanitary sewers, storm sewers, computer networks, and electrical conduits, are shown on the Drawings, Contractor shall be responsible for the protection thereof, without regard to

whether any such utilities are to be relocated or removed as a part of the Work, and (ii) if any utilities are to be moved, the moving must be conducted in such manner as not to cause undue interruption or delay in the operation of the same.

**C. CROSSING OF UTILITIES**

Unless and except to the extent Schedule B provides otherwise: (i) when new construction crosses highways, railroads, streets, or utilities under the jurisdiction of State, city or other public agency, public utility or private entity, Contractor shall secure proper written permission before executing such new construction, and (ii) Contractor will be required to furnish a proper release before final acceptance of the Work.

**ARTICLE 22. UNSUITABLE CONDITIONS**

Contractor shall not work at any time, or permit any work to be done, under any conditions contrary to those recommended by manufacturers or industry standards which are otherwise proper, unsuited for proper execution, safety and performance. Any loss, damage, or increased cost caused by ill-timed Work shall be borne by Contractor unless the timing of such Work shall have been directed by the Principal Representative, and Contractor provided Notice of any additional cost.

**ARTICLE 23. TEMPORARY FACILITIES**

**A. OFFICE FACILITIES**

Contractor shall provide and maintain for the duration of the Project temporary office facilities, as required and as specified, for his or her own use and the use of the representatives of the Principal Representative. The cost of this temporary office facilities will be included in the project budget

**B. TEMPORARY HEAT**

Unless and except to the extent Schedule B provides otherwise, Contractor shall not be required to furnish and pay for all the labor, facilities, equipment, fuel and power necessary to supply temporary heating, ventilating and air conditioning, except to the extent otherwise specified, and shall be responsible for the installation, operation, maintenance and removal of such facilities and equipment. Unless otherwise specified, the permanent HVAC system shall not be used for temporary heat in whole or in part. If Contractor desires to put the permanent system into use, in whole or in part, Contractor shall set it into operation and furnish the necessary fuel and manpower to safely operate, protect and maintain that HVAC system. Any operation of all or any part of the permanent HVAC system including operation for testing purposes shall not constitute acceptance of the system, nor shall it relieve Contractor of his or her Warranty of the Work from the date of the Notice of Substantial Completion of the entire Project, and if necessary due to prior operation, Contractor shall provide manufacturers' extended warranties from the date of Contractor's use prior to the date of the Notice of Substantial Completion.

**C. WEATHER PROTECTION**

The Contractor shall, at all times, provide reasonable protection against weather, for all Work, materials, apparatus and fixtures that Contractor stores outdoors in connection with the Project.

**D. DUST PARTITIONS**

Where agreed, during development between Principal Representative and Contractor and specified in Schedule B, the Contractor shall erect and maintain during the progress of the Work, suitable dust-proof temporary partitions, or more permanent partitions as specified, to protect such building and the occupants thereof.

**E. BENCHMARKS**

Contractor shall maintain any Premises benchmarks provided by the Principal Representative and shall establish any additional benchmarks specified by the Principal Representative as necessary for Contractor to layout the Work and ascertain all grades and levels as needed.

**F. SIGN**

Contractor shall erect and permit one 4' x 8' sign only at the Premises to identify the Project as specified or directed by the State which shall be maintained in good condition during the life of the Project.

**G. SANITARY PROVISION**

Where agreed, during development between Principal Representative and Contractor and specified in Schedule B, the Contractor shall provide and maintain suitable, clean, temporary sanitary toilet facilities for any and all workmen engaged on the Work, for the entire construction period, in strict compliance with the requirement of all applicable codes, regulations, laws and ordinances, and no other facilities, new or existing, may be used by any person on the Project unless agreed by Principal Representative and Contractor. When the Project is complete Contractor shall promptly remove them from the Premises, disinfect, and clean or treat the areas as required. If any new construction surfaces in the Project other than the toilet facilities provided for herein are permanently soiled at any time, the entire areas so soiled shall be completely removed from the Project and rebuilt.

**ARTICLE 24. CLEANING UP**

Contractor shall keep the building and premises free from all surplus material, waste material, dirt and rubbish caused by its employees or Work, and at the completion of the Work shall remove all such surplus material, waste material, dirt, and rubbish, as well as all tools, equipment and scaffolding, and shall wash and clean all window glass and plumbing fixtures, perform cleanup and cleaning required by the Specifications and leave all of the Work clean unless more exact requirements are specified.

**ARTICLE 25. INSURANCE**

**A. GENERAL**

The Contractor shall procure and maintain all insurance requirements and limits as set forth below, at his or her own expense, for the length of time set forth in Contract requirements. The Contractor shall continue to provide evidence of such coverage to the Political Subdivision on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days' prior Notice per Article 27 (Energy Performance Contract). A completed Certificate of Insurance shall be filed with the Principal Representative within twenty (20) days after the date of the Notice of Award, said Certificate to specifically state the inclusion of the coverages and provisions set forth herein and shall state whether the coverage is "claims made" or "per occurrence."

**B. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)**

This insurance must protect the Contractor from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), caused in whole or in part by operations of Contractor under this Contract, whether such operations be by the Contractor or by any Subcontractor under him or anyone directly or indirectly employed by the Contractor or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.

|                                           |             |
|-------------------------------------------|-------------|
| General Aggregate                         | \$2,000,000 |
| Products – Completed Operations Aggregate | \$2,000,000 |

Each Occurrence

\$1,000,000

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Personal Injury

\$1,000,000

The following coverages shall be included in the CGL:

1. Per project general aggregate (CG 25 03 or similar)
2. Additional Insured status in favor of the State of Colorado and any other parties as outlined in The Contract and must include both ONGOING Operations AND COMPLETED Operations per CG2010 12/19 and CG 2037 12/19 or equivalent as permitted by law
3. The policy shall be endorsed to be primary and non-contributory with any insurance maintained by Additional Insureds
4. A waiver of Subrogation in favor of all Additional Insured parties
5. Personal Injury Liability
6. Contractual Liability coverage.
7. Explosion, collapse and underground (xcu)

The following exclusionary endorsements are prohibited in the CGL policy:

1. Damage to Work performed by Subcontract/Vendor (CG 22-94 or similar)
2. Contractual Liability Coverage Exclusion modifying or deleting the definition of an "insured contract" from the unaltered SO CG 0001 1001 policy from (CG 24 26 or similar)
3. If applicable to the Work to be performed: Residential or multi-family
4. If applicable to the Work to be performed: Exterior insulation finish systems
5. If applicable to the Work to be performed: Subsidence or Earth Movement

The Contractor shall maintain general liability coverage including Products and Completed Operations insurance, and the Additional Insured with primary and non-contributory coverage as specified in this Contract for three (3) years after completion of the project.

**C. AUTOMOBILE LIABILITY INSURANCE and business auto liability covering liability caused by Contractor's operations and resulting from any auto (including owned, hired and non-owned autos).**

Combined Bodily Injury and Property Damage Liability  
(Combined Single Limit): \$1,000,000 each accident

Coverages:  
Specific waiver of subrogation

**D. WORKERS' COMPENSATION INSURANCE**

The Contractor shall procure and maintain Workers' Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the State of Colorado.

The Contractor shall also require each Subcontractor to furnish Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Contractor accepts full liability and responsibility for Subcontractor's employees.

In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workers' Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.

**E. UMBRELLA LIABILITY INSURANCE (for construction projects exceeding \$10,000,000, provide the following coverage):**

The Contractor shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in Section B-D above. Coverage shall follow the terms of the underlying insurance, including the additional insured and waiver of subrogation provisions. The amounts of insurance required in Sections above may be satisfied by the Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned.

|                 |             |
|-----------------|-------------|
| Each occurrence | \$5,000,000 |
| Aggregate       | \$5,000,000 |

**F. BUILDER'S RISK INSURANCE**

If applicable to the Work the Contractor shall purchase and maintain, from a company or companies lawfully authorized to do business in Colorado, Builder's Risk insurance or equivalent policy form (the "Builder's Risk Policy") in the amount of the completed value of the Work. Contractor shall provide Political Subdivision a certificate of insurance evidencing such coverage promptly following issuance of the Notice to Proceed to Commence Construction Phase.

, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Maximum Contract Price, plus value of subsequent Contract Modifications and cost of materials supplied or installed by Contractor's Subcontractors, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made.

This insurance shall include interests of the Political Subdivision, and Contractor's Subcontractors in the Project as additional insureds.

All associated deductibles shall be the responsibility of the Contractor.

Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Contractor's services and expenses required as a result of such insured loss.

Contractor shall maintain Builders Risk coverage including partial use by Owner.

The Contractor shall waive all rights of subrogation as regards the Political Subdivision and the Principal Representative, its officials, its officers, its agents and its employees, all while acting within the scope and course of their employment. For damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to the Work. The Contractor shall require all Subcontractors at any tier to similarly waive all such rights of subrogation and shall expressly include such a waiver in all subcontracts.

Upon request, the amount of such insurance shall be increased to include the cost of any additional work to be done on the Project,. In such event, the Contractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the

insurance represented by such independent contracts let or to be let to the total insurance carried.

**G. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY INSURANCE**

The Contractor's Architect/Engineer or other such consultant providing professional services to the

Contractor shall require to maintain in full force and effect an Errors and Omissions Professional Liability Insurance Policy in the amounts (indicated in the following table) as minimum coverage. The policy, including claims-made forms, shall remain in effect for the duration of this Agreement and for at least three (3) years beyond the completion and acceptance of the Work. The Contractor's Architect/Engineer Professional Errors and Omissions Liability Insurance shall provide coverage for claims, damages, losses or expenses including attorney's fees incurred by the Contractor's Architect/Engineer, arising out of or resulting from the performance of Professional Services contemplated in this Agreement, provided that any such claim, damage, loss or expense is caused by any negligent act, error or omission of the Contractor's Architect/Engineer, any consultant or associate thereof, or anyone directly or indirectly employed by the Contractor. The Contractor shall submit a Certificate of Insurance verifying said coverage at the signing of this Agreement and also any notices of Renewals of the said policy as they occur.

| <b>For a Fixed Limit of Construction Cost</b> | <b>Minimum Coverage per Claim</b> | <b>Minimum Coverage in the Aggregate</b> |
|-----------------------------------------------|-----------------------------------|------------------------------------------|
| \$999,999 and under                           | \$250,000                         | \$500,000                                |
| \$1,000,000 to \$4,999,999                    | \$500,000                         | \$1,000,000                              |
| \$5,000,000 to \$19,999,999                   | \$1,000,000                       | \$2,000,000                              |
| \$20,000,000 and above                        | \$2,000,000                       | \$2,000,000                              |

#### **H. POLLUTION LIABILITY INSURANCE**

If Contractor is providing directly or indirectly work with pollution/environmental hazards, the Contractor must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. Pollution Liability policy must include contractual liability coverage. State of Colorado must be included as additional insureds on the policy. The policy limits shall be in the amount of \$1,000,000

#### **I. ADDITIONAL MISCELLANEOUS INSURANCE PROVISIONS**

Certificates of Insurance and/or insurance policies required under this Contract shall be subject to the following stipulations and additional requirements:

1. Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Contractor;
2. If any of the said policies shall fail at any time to reasonably meet the requirements of the Contract Documents as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Contract Documents, the Contractor shall promptly obtain a new policy, submit the same to the Principal Representative for approval if requested, and submit a Certificate of Insurance as hereinbefore provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this Contract, in the sole discretion of the State of Colorado, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance

requirements be construed to conflict with the obligations of the Contractor concerning indemnification;

3. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and have an A.M. Best Company rating of not less than "A-" and a financial size category of not less than "VII." Receipt, review or acceptance by the Principal Representative of any certificates of insurance required by this Contract shall not be construed as a waiver or relieve the Contractor from its obligation to meet the insurance requirements contained in these General Conditions.

#### **ARTICLE 26. CONTRACTOR'S PERFORMANCE AND PAYMENT BONDS**

Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond on State Forms SC-6.22, Performance Bond, and SC-6.221, Labor and Material Payment Bond, or such other forms as the Principal Representative may approve for the Project, executed by a corporate Surety authorized to do business in the State of Colorado and in the full amount of the Fixed Limit of Construction Cost. The expense of these bonds shall be borne by the Contractor and the bonds shall be filed with Principal Representative.

If, at any time, a Surety on such a bond is found to be, or ceases to be in strict compliance with any qualification requirements of the Contract Documents or the bid documents, or loses its right to do business in the State of Colorado, another Surety will be required, which Contractor shall furnish to the Principal Representative within ten (10) days after receipt of Notice from the Principal Representative or after Contractor otherwise becomes aware of such conditions.

The bonds shall be maintained in full force and effect until Final Completion of the construction work but are not being furnished to cover any utility guarantee or guaranteed savings under this Contract, any support or maintenance service plans, or any other guarantees or warranties with terms beyond one year in duration from the completion of the installation portion of the Contract. Upon Final Acceptance the bonds shall be released.

#### **ARTICLE 27. LABOR AND WAGES**

Contractor shall comply with applicable requirements of **C.R.S. § 8-17-101(1)**, as amended, If the Federal Davis-Bacon Act shall be applicable to the Project, as indicated in Article 26 (Energy Performance Contract), Modification of Article 27, the minimum wage rates to be paid on the Project will be specified in the Contract Documents.

#### **ARTICLE 28. ROYALTIES AND PATENTS**

Contractor shall be responsible for assuring that all rights to use of products and systems have been properly arranged and shall take such action as may be necessary to avoid delay, at no additional charge to the Principal Representative, where such right is challenged during the course of the Work. Contractor shall pay all royalties and license fees required to be paid for Contractor to perform and provide the Work and shall defend all suits or claims for infringement of any patent rights and shall save the Political Subdivision and the Principal Representative harmless from loss on account thereof, in accordance with Article 53(I) Indemnification.

#### **ARTICLE 29. ASSIGNMENT**

Except as otherwise provided, hereafter the Contractor shall not assign the whole or any part of this Contract without the written consent of the Principal Representative. This provision shall not be construed to prohibit assignments of the right to payment to the extent permitted by **C.R.S. § 4-9-406**, et. seq., as amended, provided that written Notice of assignment adequate to identify the rights assigned is received by the Principal Representative and the controller for the agency, department, or institution executing this Contract (as distinguished from the State Controller). Such assignment of the right to payment shall not be deemed valid until receipt by the Principal Representative and such controller and the Contractor assumes the risk that such written Notice of assignment is received by the Principal Representative and the controller for the agency, department, or institution involved. In case the Contractor assigns all or part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called

for in this Contract, whether said service or materials were supplied prior to or after the assignment. Nothing in this Article shall be deemed a waiver of any other defenses available to the Principal Representative against the Contractor or the assignee.

#### **ARTICLE 30. CORRECTION OF WORK BEFORE ACCEPTANCE**

Contractor shall promptly remove from the premises all Work failing to conform to the Contract Documents on receipt of written Notice from the Principal Representative. If Principal Representative (acting reasonably) such materials shall have been incorporated in the Work, or if any defective Work is discovered, the Contractor shall promptly replace and re-execute such Work in accordance with the requirements of the Contract Documents without expense to the Principal Representative, and shall also bear the expense of making good all work of other contractors destroyed or damaged by the removal or replacement of such defective material or Work.

Should any defective work or material be discovered during the process of construction, or should reasonable doubt arise as to whether certain material or Work is in accordance with the Contract Documents, the value of such defective or questionable material or Work shall not be included in any application for payment until corrected, or if previously included, shall be deducted by the Principal Representative from the next application submitted by the Contractor.

If Contractor does not perform repair, correction and replacement of defective Work, , the Principal Representative may, not less than seven (7) days after giving the original written Notice of the need to repair, correct, or replace defective Work, deduct all costs and expenses of replacement or correction as instructed by the State from Contractor's next application for payment in addition to the value of the defective Work or material. The Principal Representative may also make an equitable deduction from the Fixed Limit of Construction Cost by unilateral Change Order, in accordance with Article 33, Payments Withheld and Article 35, Changes in The Work.

If the Contractor disagrees with the Notice to repair, correct or replace defective, the Contractor may request facilitated negotiation of the issue and the Principal Representative's right to proceed with removal and to deduct costs and expenses of repair shall be suspended and tolled until such time as the parties meet and negotiate the issue

#### **ARTICLE 31. APPLICATIONS FOR PAYMENTS**

##### **A. CONTRACTOR'S SUBMITTALS**

On or before the first day of each month and no more than five days prior thereto, Contractor may submit applications for payment for the Work performed during such month covering the portion of the Work completed as of the date indicated, and payments on account of this Contract shall be due within thirty (30) days after the last day of the period for which payment is requested. Contractor shall submit the application for payment to the Principal Representative on State forms SBP-7.2, Certificate for Contractor's Payment, or such other mutually agreeable itemized format in accordance with the Schedule of Values

(Schedule F), supported to the extent reasonably required by the Principal Representative by receipts or other vouchers, showing payments for materials and labor, prior payments and payments to be made to Subcontractors and such other evidence of Contractor's right to payments as the Principal Representative may direct.

If payments are made on account of materials not incorporated in the Work but delivered and suitably stored at the Premises, or at some other location agreed upon in writing, such payments shall be conditioned upon submission by Contractor of bills of sale or such other procedure as will establish the Principal Representative's title to such material or otherwise adequately protect the Principal Representative's interests, and shall provide proof of insurance whenever requested by the Principal Representative and shall be subject to the right to inspect the materials at the request of the Principal Representative.

All applications for payment, except the final application, and the payments there under, shall be subject to correction in the next application rendered following the discovery of any error.

**B. Intentionally deleted.**

**C. RETAINAGE WITHHELD**

An amount equivalent to five percent (5%) of the amount shown to be due the Contractor on each application for payment shall be withheld until the work required by the Contract has been performed. The withheld percentage of the contract price of any such work, improvement, or construction shall be administered according to § 24-91-101, et seq., C.R.S., as amended, and except as provided in § 24-91-103, C.R.S., as amended, and Article 31D, shall be retained until the Work or discrete portions of the Work, have been completed satisfactorily, finally or partially accepted, and advertised for final settlement as further provided in Article 41.

**D. RELEASE OF RETAINAGE**

Contractor may, for satisfactory and substantial reasons shown to the Principal Representative's satisfaction, make a written request to the Principal Representative for release of part or all of the withheld percentage applicable to the Work of a Subcontractor which has completed the subcontracted Work in a manner finally acceptable to Contractor and the Principal Representative.. No retainage shall be withheld on the Contractor's general conditions costs, insurance and bonds costs, purchase orders entered into directly by Contractor, or the Contractor's fee. Once the Work is fifty percent (50%) complete, as evidenced by billings, no further retainage shall be withheld and all remaining payments shall be made in full. Upon Substantial Completion of the Work, the Contractor will be paid all retainage, exclusive of a reasonable estimate of the Work to be completed and one hundred fifty percent (150%) of the value attributed to "punch list" work.

Contractor's obligation under these General Conditions to warranty Work for one year from the date of the Notice of Substantial Completion or the date of any Notice of Partial Substantial Completion of the applicable portion or phase of the Project, shall be unaffected by such partial release.

Any rights of the Principal Representative which might be terminated by or from the date of any final acceptance of the Work, whether at common law or by the terms of this Contract, shall not be affected by such partial release of retainage prior to any final acceptance of the entire Project.

Contractor remains fully responsible for the Subcontractor's Work and assumes any risk that might arise by virtue of the partial release to the Subcontractor of the withheld percentage, including the risk that the Subcontractor may not have fully paid for all materials, labor and equipment furnished to the Project.

If the Principal Representative considers Contractor's request for such release satisfactory and supported by substantial reasons, the Political Subdivision may make a "final inspection" of the applicable portion of the Project to determine whether the Subcontractor's Work has been completed in accordance with the Contract Documents. A final punch list shall be made for the Subcontractor's Work, and the procedures of Article 41 shall be followed for that portion of the Work, except that advertisement of the intent to make final payment to the Subcontractor shall be required only if the Principal Representative has reason to believe that a supplier or Subcontractor to the Subcontractor for which the request is made, may not have been fully paid for all labor and materials furnished to the Project.

#### **ARTICLE 32. CERTIFICATES FOR PAYMENTS**

Contractor shall provide monthly invoices to the Principal Representative in accordance with Article 31(A), based on the percentage completion of items delineated on the Schedule of Values. Each invoice, when submitted, shall constitute the Certificate of Contractor's Application for Payment, and shall be a representation by the Contractor to the Principal Representative that the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and materials for which payment is requested have been incorporated into the Project except as noted in the application. If requested by the Principal Representative, the Certificate of Contractor's Application for Payment shall be sworn under oath and notarized.

#### **ARTICLE 33. PAYMENTS WITHHELD**

The Principal Representative may withhold, or on account of subsequently discovered evidence, nullify the whole or any part of any payment application on account of, but not limited to, any of the following:

1. Defective Work not remedied;
2. Claims filed or reasonable evidence indicating probable filing of claims for which Contractor is liable hereunder;
3. Failure of Contractor to make payments when due (per written contract or applicable law) to Subcontractors for material or labor;
4. Intentionally omitted;
5. Damage or injury to another contractor or any other person directly cause by Contractor or its Subcontractors, persons or property except to the extent of coverage by a policy of insurance;
6. Contractor's Failure to obtain necessary permits or licenses or to comply with applicable laws, ordinances, codes, rules or regulations of the State in connection with the Work.;
7. To offset liquidated damages assessed against Contractor in accordance with the terms and conditions of the Contract; or
8. Any other material breach of the Contract by Contractor..

Nullification shall mean reduction of amounts shown as previously paid on the application. The amount withheld or nullified may be in such amount as the Principal Representative reasonably estimates to be required to cure the failure and cover any resulting costs and damages . . In addition to any other notices of default required by the terms and conditions of the Contract, the Principal Representative shall promptly, and in no event later than seven (7) days following receipt of the applicable invoice, provide Contractor written notice of the decision to withhold or nullify payment, which such written notice shall include (i) a detailed description of the reason for withholding or nullifying payment, (ii) the amounts being withheld or nullified, and (iii) a detailed explanation of all estimated costs and damages intended to be covered by the withheld or nullified amount, along with supporting documentation as appropriate. Nothing herein shall be construed as a waiver by Contractor of its right to dispute the withholding or nullification of payment by the Principal Representative.

When the grounds for such withholding or nullifying are removed, payment shall promptly be made for the amounts thus withheld or nullified on such grounds.

#### **ARTICLE 34. DEDUCTIONS FOR UNCORRECTED WORK**

If the Principal Representative deems it inexpedient to correct Work injured or not performed in accordance with the Contract Documents, the Principal Representative may, after ten (10) days' Notice to Contractor of intent to do so, make reasonable reductions from the amounts otherwise due Contractor on the next

application for payment. Notice shall specify the amount or terms of any contemplated reduction. Contractor may during this period elect to correct or perform the Work. If Contractor does not elect to

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correct or perform the Work, an equitable deduction from the Fixed Limit of Construction Cost shall be made by Change Order, in accordance with Article 35, Changes In The Work. If either party elects facilitation of this issue after Notice is given, the 10-day notice period shall be extended and tolled until facilitation has occurred.

## **ARTICLE 35. CHANGES IN THE WORK**

### **CHANGES TO THE EPC FIXED LIMIT OF CONSTRUCTION COST**

Changes to the Fixed Limit of Construction Cost within the Maximum Contract Price of an Energy Performance Contract, that the costs are negotiation determined based upon the IGA Exhibit C, Cost and Pricing Elements instead of Article 35B limits. Articles 35 A, B, C, and D apply, but The Contractor will indicate and detail in any EPC Change Order if and how the Annual Guaranteed Cost Savings is modified. Changes to the Maximum Contract Price that are not based upon an additional EPC phase or a decrease in the EPC Description of Work (EPC Schedule B) are based upon the limits in Article 35B.

*The Principal Representative may designate, without invalidating the Agreement, and with the approval of State Buildings Program and the State Controller, may order extra Work or make changes with or without the consent of the Contractor as hereafter provided, by altering, adding to or deducting from the Work, the Maximum Contract Price being adjusted accordingly. All such changes in the Work shall be within the general scope of and be executed under the conditions of the Contract, except that any claim for extension of time made necessary due to the change or any claim of other delay or other impacts caused by or resulting from the change in the Work shall be presented by the Contractor and adjusted by Change Order to the extent known at the time such change is ordered and before proceeding with the extra or changed Work. Any claims for extension of time or of delay or other impacts, and any costs associated with extension of time, delay or other impacts, which are not presented before proceeding with the change in the Work, and which are not adjusted by Change Order to the extent known, shall be waived.*

The Principal Representative or the Contractor's Architect/Engineer with the consent of the Principal Representative, shall have authority to make minor changes in the Work, not involving extra cost, and not inconsistent with the *intent of the Contract Documents, but otherwise, except in an emergency endangering life or property, no extra work or change in the Contract Documents shall be made unless by 1) a written Change Order, approved by the Principal Representative, State Buildings Program, and the State Controller prior to proceeding with the changed Work; or 2) by an Emergency Field Change Order approved by the Principal Representative and State Buildings Program as hereafter provided in Article 35C, Emergency Field Ordered Changed Work; or 3) by an allocation in writing of any allowance already provided in the encumbered contract amount, the Maximum Contract Price being later adjusted to decrease the Maximum Contract Price by any unallocated or unexpended amounts remaining in such allowance. No change to the Maximum Contract Price shall be valid unless so ordered.*

*Contractor may, at its own election, submit a Change Proposal to Political Subdivision in the event this Contract authorizes or requires the Parties to negotiate and/or execute a Change Order or in the event Contractor otherwise wishes to request a Change Order in good faith. In such event, the Change Proposal shall include a description of the contractual, legal or other basis for requesting the proposed changes. Unless another time period for the giving of notice applies, Contractor shall submit any such Change Proposal no later than thirty (30) days following the date of the occurrence giving rise to the Change Proposal or the date on which Contractor became aware of the same.*

#### **A. THE VALUE OF CHANGED WORK**

1. *The value of any extra Work or changes in the Work shall be determined by agreement in one or more of the following ways:*
  - a. *By estimate and acceptance of a lump-sum amount;*
  - b. *By unit prices specified in the Agreement, or subsequently agreed upon, that are extended by specific quantities;*
  - c. *By actual cost plus a fixed fee, in a lump sum amount for profit, overhead and all*

*indirect and off-site home office costs, the latter amount agreed upon in writing prior to starting the extra or changed Work.*

2. *Where the Contractor and the Principal Representative cannot agree on the value of extra work, the Principal Representative may order the Contractor to perform the changes in the Work and a Change Order may be unilaterally issued based on an estimate of the change in the Work prepared by the Contractor's Architect/Engineer or Principal Representative. The value of the change in the Work shall be the Principal Representative's determination of the*

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amount of equitable adjustment attributable to the extra Work or change. The Principal Representative's determination shall be subject to appeal by the Contractor pursuant to the claims process in Article 36, Claims.

3. Except as otherwise provided in Article 35B, Detailed Breakdown, below, the Cost Principles of the Colorado Procurement Rules in effect on the date of this Contract, pursuant to § 24-107-101, C.R.S., as amended, shall govern all Contract changes.

#### **B. DETAILED BREAKDOWN**

In all cases where the value of the extra or changed Work is not known, based on unit prices in the Contractor's proposal or the Agreement, a detailed change proposal shall be submitted by the Contractor on a Change Order Proposal (SC-6.312), or in such other format as the Principal Representative approves, with which the Principal Representative may require an itemized list of materials, equipment and labor, indicating quantities, time and cost for completion of the changed Work.

Such detailed change proposals shall be stated in lump sum amounts and shall be supported by a separate breakdown, which shall include estimates of all or part of the following when requested by the Principal Representative:

1. Materials, indicating quantities and unit prices including taxes and delivery costs if any (separated where appropriate into general, mechanical and electrical and/or other Subcontractors' Work; and the Principal Representative may require in its discretion any significant subcontract costs to be similarly and separately broken down).
2. Labor costs, indicating hourly rates and time and labor burden to include Social Security and other payroll taxes such as unemployment, benefits and other customary burdens.
3. Costs of project management time and superintendence time of personnel stationed at the site, and other field supervision time, but only where a time extension, other than a weather delay, is approved as part of the Change Order, and only where such project management time and superintendence time is directly attributable to and required by the change.
4. Construction equipment (including small tools). Expenses for equipment and fuel shall be based on customary commercially reasonable rental rates and schedules. Equipment and hand tool costs shall not include the cost of items customarily owned by workers.
5. Workers' compensation costs, if not included in labor burden.
6. The cost of commercial general liability and property damage insurance premiums but only to the extent charged the Contractor as a result of the changed Work.
7. Overhead and profit, as hereafter specified.
8. Builder's risk insurance premium costs.
9. Bond premium costs.
10. Testing costs not otherwise excluded by these General Conditions.
11. Subcontract costs.
12. Contractor's Architect/Engineer Design Services Costs.

Change Orders will be priced in compliance with the CEO pricing tool.

*Except for proposals for Work involving both additions and credits, changed Work shall be adjusted and considered separately for Work either added or omitted. The amount of adjustment for Work omitted shall be estimated at the time it is directed to be omitted, and when reasonable to do so, the agreed adjustment shall be reflected on the schedule of values used for the next Contractor's application for payment.*

*The Principal Representative reserves the right to contract with any person or firm other than the Contractor for any or all extra Work; however, unless specifically required in the Contract Documents, the Contractor shall have no responsibility without additional compensation to supervise the Work of persons or firms separately contracted by the Principal Representative.*

**C. HAZARDOUS MATERIALS**

*The Principal Representative represents that it has undertaken an examination of the site of the Work and has determined that there are no hazardous substances, as defined below, which the Contractor could reasonably encounter in its performance of the Work. In the event the Principal Representative so discovers hazardous substances, the Principal Representative shall render harmless such hazards before the Contractor commences the Work.*

*In the event the Contractor encounters any materials reasonably believed to be hazardous substances which have not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Principal Representative, in writing. For purposes of this Agreement, "hazardous substances" shall include asbestos, lead, polychlorinated biphenyl (PCB) and any or all of those substances defined as "hazardous substance," "hazardous waste," or "dangerous or extremely hazardous wastes" as those terms are used in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Resource Conservation and Recovery Act (RCRA), and shall also include materials regulated by the Toxic Substances Control Act (TSCA), the Clean Air Act, the Air Quality Act, the Clean Water Act, and the Occupational Safety and Health Act. The Work in the affected area shall not, therefore, be resumed except by written agreement of the Principal Representative and the Contractor, if in fact materials that are hazardous substances have not*

been rendered harmless. The Work in the affected area shall be resumed only in the absence of the hazardous substances or when it has been rendered harmless or by written agreement of the Principal Representative and the Contractor.

The Contractor shall not be required to perform Work without consent in any areas where it reasonably believes hazardous substances that have not been rendered harmless are present.

**D. EMERGENCY FIELD CHANGE ORDERED WORK**

The Principal Representative, without invalidating the Agreement, and with the approval of State Buildings Program and without the approval of the State Controller, may order extra Work or make changes in the case of an emergency that is a threat to life or property or where the likelihood of delays in processing a normal Change Order will result in substantial delays and or significant cost increases for the Project. Emergency Field Orders are not to be used solely to expedite normal Change Order processing absent a clear showing of a high potential for significant and substantial cost or delay. Such changes in the Work may be directed through issuance of an Emergency Field Change Order signed by the Contractor and the Principal Representative (or by a designee specifically appointed to do so in writing). The change shall be directed using an Emergency Field Change Order form (SC-6.31E).

If the amount of the adjustment of the Contract price and time for completion can be determined at the time of issuance of the Emergency Field Change Order, those adjustments shall be reflected on the face of the Emergency Field Change Order. Otherwise, the Emergency Field Change Order shall reflect an estimated Not To Exceed (NTE) amount for any schedule adjustment (increasing or decreasing the time for completion) and an estimated NTE amount for any adjustment to Maximum Contract Price. Upon completion of the Emergency Field Change Order, the parties will review the time and costs incurred to perform said Change Order and the Change Order will be modified to reflect the actual time and costs incurred. . .

On Emergency Field Change Orders where the price and schedule have not been finally determined, the Contractor shall submit final costs for adjustment as soon as practicable. No later than seven (7) days after issuance, except as otherwise permitted, and every seven days thereafter, the Contractor shall report all costs to the Principal Representative. The final adjustment of the Emergency Field Change Order amount and the adjustment to the Project time for completion shall be prepared on a normal Change Order from (SC-6.31) in accordance with the procedures described in Article 35A, The Value of Changed Work, and B, Detailed Breakdown, above. Unless otherwise provided in writing signed by the Director of State Buildings Program to the Principal Representative and the Contractor, describing the extent and limits of any greater authority, individual Emergency Field Change Orders shall not be issued for more than \$25,000, nor shall the cumulative value of Emergency Field Change Orders exceed an amount of \$100,000.

**E. APPROPRIATION LIMITATIONS - § 24-91-103.6, C.R.S., as amended**

The amount of money appropriated, as shown on the Design/Build Maximum Price Agreement (SC 9.0), is equal to or in excess of the Contract amount. No Change Order, Emergency Field Change Order, or other type of order or directive shall be issued by the Principal Representative, or any agent acting on his or her behalf, which directs additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for the original Contract, as shown on the Design Build Guaranteed Maximum Price Agreement (SC-9.0), unless one of the following occurs: (1) the Contractor is provided written assurance from the Principal Representative that sufficient additional lawful appropriations exist to cover the cost of the additional work; or (2) the work is covered by a Contractor remedy provision under the Contract, such as a claim for extra cost. By way of example only, no assurance is required for any order, directive or instruction by the Contractor's

*Architect/Engineer or the Principal Representative to perform Work which is determined to be within the performance required by the Contract Documents; the Contractor's remedy shall be as described elsewhere in these General Conditions.*

### **ARTICLE 36. CLAIMS**

It is the intent of these General Conditions to provide procedures for speedy and timely resolution of disagreements and disputes at the lowest level possible. In the spirit of on the job resolution of issues relating to the Premises, the parties are encouraged to use the partnering processes of Article 2D, Partnering, Communications and Cooperation, before turning to the more formal claims processes described in this Article 36, Claims. The use of non-binding dispute resolution, whether through the formal processes described in Article 39, Non-Binding Dispute Resolution – Facilitated Negotiations, or through less formal alternative processes developed as part of a partnering plan, are also encouraged. Where such process cannot resolve the issues in dispute, the claims process that follows is intended to cause the issues to be presented, decided and where necessary, documented in close proximity to the events from which the issues arise. To that end, and in summary of the remedy granting process that follows commencing with the next paragraph of this Article 36, Claims, Contractor shall 1) first, informally present the claim to Principal Representative as described hereafter, and 2) failing resolution in the field, give Notice of intent to exercise statutory rights of review of a formal Contract controversy, and 3) seek resolution outside the Contract as provided by the Procurement Code.

If the Contractor claims that any instructions, by detailed drawings, or otherwise, or any other act or omission of the Principal Representative affecting the scope of the Contractor's Work or that any circumstances beyond Contractor's control (including, for the avoidance of doubt and without limitation, subsurface, latent, or otherwise unforeseen conditions), involve extra cost, extra time or changes in the scope of the Work under this Contract, the Contractor shall have the right to assert a claim for such costs or time.

Unless the Work that is subject to the claim is not included in the performance required by the Contract Documents, the Contractor shall proceed with the Work as originally directed. Where the Contractor's claim involves a dispute concerning the value of Work unilaterally directed pursuant to Article 35A2 the Contractor shall also proceed with the Work as originally directed while his or her claim is being considered.

The Contractor shall give the Principal Representative Notice of any claim promptly but in no case later than thirty (30) days from the date of the occurrence giving rise to the claim or the date on which the Contractor became aware of the claim.. The Notice of claim shall state the grounds for the claim and the amount of the claim to the extent known in accordance with the procedures of Article 35, Changes in The Work. The period in which Notice must be given may be extended by the Principal Representative if requested in writing by the Contractor with good cause shown, but any such extension to be effective shall be in writing (including electronic mail).

The Principal Representative shall respond in writing within a reasonable time, and except where a request for facilitation of negotiation has been made as hereafter provided, in no case later than seven (7) business days (or at such other time as the Contractor and Principal Representative agree) after receipt of the Contractor's Notice of claim. If no response to the Contractor's claim is received within seven (7) business days of Contractor's Notice (or at such other time as the Contractor and Principal Representative agree), it shall be deemed that the Principal Representative has approved the claim.

The Principal Representative may grant or deny the claim in whole or in part, and a Change Order shall be issued if the claim is granted. To the extent any portion of claim is granted where costs are not clearly shown, the Principal Representative may direct that the value of that portion of the Work be determined by any method allowed in Article 35A, The Value of Changed Work. Except in the case of a deemed denial, the Principal Representative shall provide a written explanation regarding any portion of the Contractor's claim that is denied.

If the Contractor disagrees with the Principal Representative's judgment and determination on the claim and seeks an equitable adjustment of the Maximum Contract Price or time for performance, he or she shall give Notice of intent to exercise his or her statutory right to seek a decision on the contract controversy within

Twenty-one (21) days of receipt of the Principal Representative's decision denying the claim. A "contract controversy," as such term is used in the Colorado Procurement Code, § 24-109-106, C.R.S., shall not arise until the initial claim process described above in this Article 36 has been properly exhausted by the Contractor. The Contractor's failure to proceed with Work directed by the Principal Representative or to exhaust the claim process provided above in this Article 36, shall constitute an abandonment of the claim by the Contractor and a waiver of the right to contest the decision in any forum.

At the time of filing the Notice of intent to exercise his or her statutory right to seek a decision on the contract controversy, the Contractor may request that the Principal Representative defer a decision on the contract controversy until a later date or until the end of the Project. If the Principal Representative agrees, he or she shall so advise the Contractor in writing. If no such request is made, or if the Principal Representative does not agree to such a request, the Principal Representative shall render a written decision within twenty (20) days and advise the Contractor of the reasons for any denial. Unless the claim has been decided by the Principal Representative (as opposed to delegates of the Principal Representative), the person who renders the decision on this statutory contract controversy shall not be the same person who decided the claim. To the extent any portion of the contract controversy is granted where costs are not clearly shown, the Principal Representative may direct that the value of that portion of the Work be determined by any method allowed in Article 35A, The Value of Changed Work. In the event of a denial, the Principal Representative shall give Notice to the Contractor of his or her right to administrative and judicial reviews as provided in the Colorado Procurement Code, § 24-109-201 *et seq.*, C.R.S., as amended. If no decision regarding the contract controversy is issued within twenty (20) days of the Contractor's giving Notice (or such other date as the Contractor and Principal Representative have agreed), it shall be deemed that the Principal Representative has ruled by approval on the contract controversy. Except in the case of a deemed approval, the Principal Representative shall provide an explanation regarding any portion of the contract controversy that involves denial of the Contractor's claim.

Either the Contractor or the Principal Representative may request facilitation of negotiations concerning the claim or the contract controversy, and if requested, the parties shall consult and negotiate before the Principal Representative decides the issue. Any request for facilitation by the Contractor shall be made at the time of the giving of Notice of the claim or Notice of the contract controversy. Facilitation shall extend the time for the Principal Representative to respond by commencing the applicable period at the completion of the facilitated negotiation, which shall be the last day of the parties' meeting, unless otherwise agreed in writing.

Disagreement with the decision of the Principal Representative to deny any claim or denying the contract controversy shall not be grounds for the Contractor to refuse to perform the Work directed or to suspend or terminate performance. However, for the avoidance of doubt, the foregoing sentence does not preclude Contractor from exercising any available rights and remedies, including suspension of Work and/or termination of the Agreement as applicable, for a payment default or other breach of the Contract by Owner. During the period that any claim or contract controversy decision is pending under this Article 36, Claims, the Contractor shall proceed diligently with the Work directed.

In all cases where the Contractor proceeds with the Work and seeks equitable adjustment by filing a claim and or statutory appeal, the Contractor shall keep a correct account of the extra cost, in accordance with Article 35B, Detailed Breakdown supported by receipts. The Principal Representative shall be entitled to reject any claim or contract controversy whenever the foregoing procedures are not followed and such accounts and receipts are not presented.

The payments to the Contractor in respect of such extra costs shall be limited to reimbursement for the current additional expenditure by the Contractor made necessary by the change in the Work, plus a reasonable amount for overhead and profit, determined in accordance with Article 35B, Detailed Breakdown, determined solely with reference to the additional work, if any, required by the change.

## **ARTICLE 37. DIFFERING SITE OR PROJECT CONDITIONS**

### **A. NOTICE IN WRITING**

Contractor shall promptly, and where possible before conditions are disturbed, give the Principal Representative Notice in writing of:

1. subsurface or latent physical conditions at the Premises differing materially from those indicated in or reasonably assumed from the information provided in the Contract Documents; and,
2. unknown physical conditions at the Premises, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.

The Principal Representative shall promptly investigate the conditions, and if such conditions do materially so differ and cause an increase or decrease in Contractor's costs of performance of any part of the Work required by the Contract Documents, whether or not such Work is changed as a result of such conditions, an equitable adjustment shall be made and the Fixed Limit of Construction Cost shall be modified by Change Order in accordance with Article 35, Changes In The Work.

If the time required for completion of the Work affected by such materially differing conditions the time for completion shall also be equitably adjusted by Change Order.

In the event a significant delay in acquiring materials or equipment or a significant increase in the price of materials or equipment occurs during the performance of the Contract by no fault of Contractor, Contractor shall promptly notify the Principal Representative, and the Parties will in good faith negotiate a Change Order reflecting an equitable adjustment to the time for completion and/or the Maximum Contract Price payable to Contractor.

#### **B. LIMITATIONS**

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the Notice required in Article 37A, Notice In Writing, above Any applicable time periods prescribed for presentation and adjustment(i.e. in Article 38, Delays And Extensions Of Time), shall be reasonably extended by the Principal Representative to the extent required by the nature of the differing conditions; provided, however, that even when so extended no claim by the Contractor for an equitable adjustment hereunder shall be allowed if not quantified and presented prior to the date the Contractor requests a final inspection pursuant to Article 41A, Notice Of Completion.

#### **ARTICLE 38. DELAYS AND EXTENSIONS OF TIME**

If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Political Subdivision of Colorado, Principal Representative, or of any employee or agent of either, or by any separately employed Contractor or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any other causes beyond the Contractor's control, including weather delays as defined below, the time of Completion of the Work shall be extended by Change order for a period at least equal to such portion of the period of such excusable delays. Contractor shall seek to avoid and mitigate any such delays by the exercise of due diligence.

The Contractor shall provide Notice in writing to the Principal Representative within thirty (30) days from the beginning of such delay (or becoming aware of the same) and shall file a written claim for an extension of time via a Change Order pursuant to Article 35 within thirty (30) days after Contractor reasonably believes the period of such delay has ceased, otherwise, any claim for an extension of time is waived.

All claims for extension of time due to a delay claimed to arise or result from ordered changes in the scope of the Work, or due to instructions claimed to increase the scope of the Work, shall be presented to the Principal Representative as part of a claim for extra cost, if any, in accordance with Article 36, Claims, and in accordance with the Change Order procedures required by Article 35, Changes In The Work.

Except as otherwise provided in this paragraph, no extension of time shall be granted when the Contractor has failed to utilize a CPM schedule or otherwise identify the Project's critical path as specified in Article 12, Requests for Information and Schedules, or has elected not to do so when allowed by the other Contract Documents to use less sophisticated scheduling tools, or has failed to maintain such a schedule. Delay directly affecting the completion of the Work shall result in an extension of time only to the extent that completion of the Work was affected by impacts to the critical path shown on Contractor's CPM schedule.

Extensions of the time for completion of the Work due to weather will be granted on the basis of one and three tenths (1.3) calendar days for every day that the Contractor would have Worked but was unable to Work, with each separate extension figured to the nearest whole calendar day.

For weather delays and delays caused by events, acts or omissions not within the control of the Principal Representative or any person acting on the Principal Representative's behalf, the Contractor shall be entitled to an extension of time only and shall not be entitled to recovery of additional cost due to or resulting from such delays. This Article does not, however, preclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

#### **ARTICLE 39. NON-BINDING DISPUTE RESOLUTION – FACILITATED NEGOTIATIONS**

Contractor and Principal Representative agree to designate one or more mutually acceptable persons ("Dispute Resolution Representative") willing and able to facilitate negotiations and communications for the resolution of conflicts, disagreements or disputes between them at the specific request of either party with regard to any Project decision of either of them.. The designation of such person(s) shall not carry any obligation to use their services except that each party agrees that if the other party requests the intervention of such person(s) with respect to any such conflict, dispute or disagreement, the non- requesting party shall participate in good faith attempts to negotiate a resolution of the issue in dispute. If the Parties' Dispute Resolution Representatives cannot resolve a conflict, disagreement or dispute then the Parties' Dispute Resolution Representatives shall mutually agree on the selection of a neutral facilitator to work with the Dispute Resolution Representatives to resolve such conflict, dispute or disagreement. sh

The cost, if any, of the facilitative services of the person(s) so designated shall be shared if the parties so agree in any partnering plan; or in the absence of agreement the cost shall be borne by the party requesting the facilitation of negotiation.

Any dispute, claim, question or disagreement arising from or relating to the Contract or an alleged breach of the Contract may be subject to a request by either party for facilitated negotiation subject to the limitations hereafter listed, and the parties shall participate by consultation and negotiation with each other, as guided by the facilitator and with recognition of their mutual interests, in an attempt to reach an equitable solution satisfactory to both parties.

The obligation to participate in facilitated negotiations shall be as described above and elsewhere in these General Conditions, as by way of example in Article 36, Claims, or Article 34, Deductions for Uncorrected Work, and to the extent not more particularly described or limited elsewhere, each party's obligations shall be as follows:

1. a party shall not initiate communication with the facilitator regarding the issues in dispute; except that any request for facilitation shall be made in writing with copies sent, faxed or delivered to the other party;
2. a party shall prepare a brief written description of its position if so requested by the facilitator (who may elect to first discuss the parties' positions with each party separately in the interest of time and expense);
3. a party shall respond to any reasonable request for copies of documents requested by the facilitator, but such requests, if voluminous, may consist of an offer to allow the facilitator access to the parties' documents;
4. a party shall review any meeting agenda proposed by a facilitator and endeavor to be informed on the subjects to be discussed;
5. a party shall meet with the other party and the facilitator at a mutually acceptable place and time, or, if none can be agreed to, at the time and place designated by the facilitator for a period not to exceed four hours unless the parties agree to a longer period;
6. a party shall endeavor to assure that any facilitation meeting shall be attended by any other persons in their employ that the facilitator requests be present, if reasonably available, including the State;

7. each party shall participate in such facilitated face-to-face negotiations of the issues in dispute through persons fully authorized to resolve the issue in dispute;
8. each party shall be obligated to participate in negotiations requested by the other party and to perform the specific obligations described in paragraphs (1) through (10) this Article 39 no more than three times during the course of the Project;
9. neither party shall be under any obligation to resolve any issue by facilitated negotiation, but each agrees to participate in good faith and the Principal Representative shall appropriately document any resolution or agreement reached and to execute any Amendment or Change Order to the Contract necessary to implement their agreement; and,
10. to be matters pertaining to settlement negotiations and shall not be subsequently available in further proceedings except to the extent of any documented agreement.

In accordance with State Fiscal Rules and the Colorado Special Provisions, nothing in this Article 39 shall be deemed to call for arbitration or otherwise obligate the Political Subdivision to participate in any form of binding alternative dispute resolution.

#### **ARTICLE 40. RIGHT OF OCCUPANCY**

The Principal Representative shall have the right to take possession of and to use any completed or partially completed portions of the Work, even if the time for completing the entire Work or portions of the Work has not expired and even if the Work has not been finally accepted, and Contractor shall fully cooperate with the Principal Representative to allow such possession and use. Such possession and use shall not constitute an acceptance of such portions of the Work, but may impact equipment warranty start date.

#### **ARTICLE 41. COMPLETION, FINAL INSPECTION, ACCEPTANCE AND SETTLEMENT**

##### **A. NOTICE OF COMPLETION**

When the Work, or a discrete physical portion of the Work (as hereafter described) which the Principal Representative has agreed to accept separately, is substantially complete and ready for final inspection, the Contractor shall file a written Notice with the Principal Representative that the Work, or such discrete physical portion, in the opinion of the Contractor, is substantially complete under the terms of the Contract. The Contractor shall prepare and submit with such Notice a comprehensive list of items to be completed or corrected prior to final payment, which shall be subject to review and additions as the Principal Representative shall determine after inspection. If the Contractor's Architect/Engineer or the Principal Representative believe that any of the items on the list of items submitted, or any other item of work to be corrected or completed, or the cumulative number of items of work to be corrected or completed, will prevent a determination that the Work is substantially complete, those items shall be completed by the Contractor and the Notice shall then be resubmitted.

**B. FINAL INSPECTION**

Within ten (10) days after Contractor files written Notice that the Work is substantially complete, the Principal Representative, and Contractor shall make a "final inspection" of the Project to determine whether the Work is substantially complete and has been completed in accordance with the Contract Documents. Contractor shall provide the Principal Representative an updated punch list in sufficient detail to fully outline the following:

1. Work to be completed, if any; and
2. Work not in compliance with the Drawings or Specifications, if any.

A final punch list shall be made by the Political Subdivision in sufficient detail to fully outline to Contractor:

1. Work to be completed, if any;
2. Work not in compliance with the Drawings or Specifications, if any; and
3. unsatisfactory Work for any reason, if any.

The required number of copies of the final punch list will be countersigned by the authorized representative of the Principal Representative and will then be transmitted by the Contractor to the Principal Representative.

**C. NOTICE OF SUBSTANTIAL COMPLETION**

Notice of Substantial Completion shall establish the date of substantial completion of the Project, as indicated on the form of Notice of Substantial Completion. Contractor acknowledges and agrees that because the departments, agencies and institutions of the Political Subdivision are generally involved with the business of the public at large, greater care must be taken in establishing the date of substantial completion than might otherwise be the case to ensure that a project or building or discrete physical portion of the Work is fully usable and safe for public use, and that such care necessarily raises the standard by which the concept of substantial completion is applied for a public building.

The Notice of Substantial Completion shall not be issued until the following have been fully established:

1. All required building code inspections have been called for and the appropriate code officials have affixed their signatures to the Building Inspection Record indicating successful completion of all required code inspections;
2. All required corrections noted on the Building Inspection Record shall have been completed unless the Principal Representative or the appropriate code officials in their reasonable discretion, determine that the condition requiring the remaining correction is not in any way life threatening, does not otherwise endanger persons or property, and does not result in any undue inconvenience or hardship to the Principal Representative or the public;
3. The building, structure or Project can be fully and comfortably used by the Principal Representative and the public without undue interference by Contractor's employees and workers during the completion of the final punch list taking into consideration the nature of the public uses intended and taking into consideration any stage or level of completion of HVAC system commissioning or other system testing required by the Specifications to be completed prior to issuance of the Notice of Substantial Completion;
4. The Project has been fully cleaned as required by these General Conditions, and as required by any stricter requirements of the Specifications, and the overall state of completion is appropriate for presentation to the public; and
5. Contractor has provided a schedule for the completion of each and every item identified on the punch list which specifies the Subcontractor or trade responsible for the Work, and the dates the completion or correction of the item will be commenced and finished; such schedule will show completion of all remaining final punch list items within the period indicated in the Contract for final punch list completion prior to Final Acceptance, with the

exception of only those items which are beyond the control of the Contractor despite due diligence. The schedule shall provide for a reasonable punch list inspection process. Unless liquidated damages have been specified in Article 26, D, of the Energy Performance Contract, the cost to the Principal Representative, if any, for re-inspections due to failure to adhere to the Contractor's proposed punch-list completion schedule shall be the responsibility of the Contractor and may be deducted by the Principal Representative from final amounts due to the Contractor.

Substantial completion of the entire Project shall not be conclusively established by a decision by the Principal Representative to take possession and use of a portion or all of the Project, where portions of the Project cannot meet all the criteria noted above. Notice of Substantial Completion for the entire Project shall, however, only be withheld for substantial reasons when the Principal Representative has taken possession and uses all of the Project in accordance with the terms of Article 40, Right Of Occupancy. Failure to furnish the required completion schedule shall constitute a substantial reason for withholding the issuance of any Notice of Substantial Completion.

Contractor shall have the right to request a final inspection of any discrete physical portion of the Project when a final punch list can be reasonably prepared, without confusion as to which portions of the Project are referred to in any subsequent Notice of Partial Final Settlement which might be issued after such portion is finally accepted. Discrete physical portions of the Project may be, but shall not necessarily be limited to, such portions of the Project as separate buildings where a Project consists of multiple buildings. Similarly, an addition to an existing building where the Project also calls for renovation or remodeling of the existing building may constitute a discrete physical portion of the Project. In such circumstances, when in the opinion of the Principal Representative, the requirements for issuance of a Notice of Substantial Completion can be satisfied with respect to the discrete portion of the Project, a partial Notice of Substantial Completion may be issued for such discrete physical portion of the Project.

#### **D. NOTICE OF FINAL ACCEPTANCE**

The Notice of Final Acceptance shall establish the completion date of the Project. It shall not be authorized until Contractor shall have performed all of the Work to allow completion and approval of the Pre-Acceptance Checklist (SBP-05).

Where partial Notices of Substantial Completion have been issued, partial Notices of Final Acceptance may be similarly issued when appropriate for that portion of the Work. Partial Notice of Final Acceptance may also be issued to exclude the Work described in Change Orders executed during late stages of the Project where a later completion date for the Change Ordered Work is expressly provided for in the Contract as amended by the Change Order, provided the Work can be adequately described to allow partial advertisement of any Notice of Partial Final Settlement to be issued without confusion as to the Work included for which final payment will be made.

#### **E. SETTLEMENT**

Final payment and settlement shall be made on the date fixed and published for such payment except as hereafter provided. The Principal Representative shall not authorize final payment until all items on the Pre-Acceptance Checklist (SBP-05) have been completed, the Notice of Acceptance (SBP-6.27) issued, and the Notice of Contractors Settlement (SBP-7.3) published. If the Work shall be substantially completed, but final acceptance and completion thereof shall be prevented through delay in correction of minor defects, or unavailability of materials or other causes beyond the control of Contractor, the Principal Representative in his or her discretion may release to Contractor such amounts as may be in excess of three times the cost of completing the unfinished Work or the cost of correcting the defective Work, as estimated and approved by the Principal Representative.. Before the Principal Representative may issue the Notice of Contractor's Settlement and advertise the Project for final payment, Contractor shall have corrected all items

on the punch list except those items for which delayed performance is expressly permitted, subject to withholding for the cost thereof, and shall have:

1. Delivered to the Principal Representative:
  - a. All warranties;
  - b. All statements to support local sales tax refunds, if any;
  - c. A hard copy or electronic copy of required operating maintenance instructions;
  - d. One (1) set of as-built Contract Documents showing all job changes, as necessary, and,
  - e. Electronic files of all above items in a format acceptable to Principal Representative.
2. Demonstrated to the operating personnel of the Principal Representative the proper operation and maintenance of all equipment.

Upon completion of the foregoing, the Project shall be advertised in accordance with the Notice of Contractor's Settlement by two publications of Notice, the last publication appearing at least ten (10) days prior to the time of final settlement. Publication and final settlement should not be postponed or delayed solely by virtue of unresolved claims against the Project or Contractor from Subcontractors, suppliers or materialmen based on good faith disputes; the resolution of the question of payment in such cases being directed by statute.

Except as hereafter provided, on the date of final settlement thus advertised, provided Contractor has submitted a written Notice to the Political Subdivision that no claims have been filed, and further provided the Principal Representative shall have received no claims, final payments and settlement shall be made in full. If any unpaid claim for labor, materials, rental machinery, tools, supplies or equipment is filed before payment in full of all sums due Contractor, the Principal Representative and the Political Subdivision shall withhold from Contractor on the date established for final settlement, sufficient funds to insure the payment of such claim, until the same shall have been paid or withdrawn, such payment or withdrawal to be evidenced by filing a receipt in full or an order for withdrawal signed by the claimant or his or her duly authorized agent or assignee. The amount so withheld may be in the amount of 125% of the claims or such other amount as the Principal Representative reasonably deems necessary to cover expected legal expenses. Such withheld amounts shall be in addition to any amount withheld based on the cost to complete unfinished Work or the cost to repair defective Work. However, as provided by statute, such funds shall not be withheld longer than ninety (90) days following the date fixed for final settlement with Contractor, as set forth in the published Notice of Contractor's Settlement, unless an action at law shall be commenced within that time to enforce such unpaid claim and a Notice of such action at law shall have been filed with the Principal Representative and the Political Subdivision. At the expiration of the ninety (90) day period, the Principal Representative shall authorize the Political Subdivision to release to Contractor all other money not the subject of such action at law or withheld based on the cost to complete unfinished Work or the cost to repair defective Work.

Notices of Partial Final Settlement may be similarly advertised, provided all conditions precedent have been satisfied as though that portion of the Work affected stood alone, a Notice of Partial Acceptance has been issued, and the consent of surety to the partial final settlement has been obtained in writing. Thereafter, partial final payments may be made to Contractor subject to the same conditions regarding unpaid claims.

#### **ARTICLE 42. GENERAL WARRANTY AND CORRECTION OF WORK AFTER ACCEPTANCE**

Contractor warrants that the materials used and the equipment furnished shall be new and of good quality unless specified to the contrary. Contractor further warrants that the Work shall in all respects be free from material defects not permitted by the Specifications and shall be in accordance with the requirements of the Contract Documents. Neither the final certificate for payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for defects or faulty materials or workmanship.

In addition to these general warranties, and without limitation of these general warranties, For a period of one year after the date of any Notice of Substantial Completion, or any Notice of Partial Substantial Completion if applicable, the Contractor shall remedy defects, and faulty workmanship or materials, and work not in accordance with the Contract Documents which were not accepted at the time of the Notice of Final Acceptance, all in accordance with the provisions of Article 44, One-Year Warranties.

#### **ARTICLE 43. LIENS**

Colorado statutes do not provide for any right of lien against public buildings. In lieu thereof, §38-26-107, C.R.S., provides adequate relief for any claimant having furnished labor, materials, rental machinery, tools, equipment, or services toward construction of the particular public Work in that final payment may not be made to a Contractor until all such creditors have been put on Notice by publication in the public press of such pending payment and given opportunity for a period of up to ninety (90) days to stop payment to Contractor in the amount of such claims.

#### **ARTICLE 44. ONE-YEAR WARRANTIES**

##### **A. ONE YEAR WARRANTY OF THE WORK**

The Contractor warrants to Political Subdivision that the Contractor shall remedy defects and repair or replace the Work for a period of one year from the earlier of the date of the Notice of Substantial Completion or from the dates of any Partial Notices of Substantial Completion issued for discrete physical portions of the Work. Contractor shall remedy any defects due to faulty materials or workmanship and shall pay for, repair and replace any damage to other Work resulting therefrom, which shall appear within a period of one year from the date of such Notice(s) of Substantial Completion. Contractor shall also remedy any deviation from the requirements of the Contract Documents which shall later be discovered within a period of one year from the date of the Notice of Substantial Completion; provided, however, that Contractor shall not be required to remedy deviations from the requirements of the Contract Documents where such deviations were obvious, apparent and accepted by the Principal Representative at the time of the Notice of Final Acceptance. The Principal Representative shall give Notice of observed defects or other Work requiring correction with reasonable promptness. Such Notice shall be in writing to Contractor. The foregoing warranties do not apply to the extent the Work has been: (i) subject to abuse, misuse, neglect, or accident, (ii) subject to improper operation, maintenance, storage or repair, (iii) subject to damage caused by circumstances beyond Contractor's control, or (iv) manufactured, installed, modified, or repaired other than by Contractor or with Contractor's written consent. If a claimed defect is found not to be Contractor's responsibility, standard rates for repair, replacement and/or labor shall apply. With respect to products not manufactured by Contractor, Contractor will pass on any warranties provided by its supplier(s). THE WARRANTIES AND REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES AND REMEDIES; CONTRACTOR DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES

The one year warranty of Contractor's Work may run separately for discrete physical portions of the Work for which partial Notices of Substantial Completion have been issued.

##### **B. SPECIAL WARRANTIES**

In case of Work performed for which product, manufacturers or other special warranties are required by the Specifications, Contractor shall secure the required warranties and deliver copies thereof to the Principal Representative upon completion of the Work.

These products, manufacturers or other special warranties, as such, do not in any way lessen Contractor's responsibilities under the Contract. Whenever warranties are required by the Specifications for a longer period than one year, such longer period shall govern. Administration of such extended warranties may be the responsibility of the specific manufacturer of the product being warranted and not necessarily the Contractor, unless explicitly stated in the Contract

Documents.

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**ARTICLE 45. WARRANTY INSPECTIONS AFTER COMPLETION**The Principal Representative and Contractor together shall make at least one (1) complete inspection of the Work after the Work has been determined to be substantially complete and accepted. One such inspection, the "Eleven-Month Warranty Inspection" shall be made approximately eleven (11) months after the date of the Notice of Substantial Completion. The Principal Representative shall schedule and so notify all parties concerned, including State Buildings Programs, of these inspections. If more than one Notice of Substantial Completion has been issued at the reasonable discretion of the Principal Representative separate eleven month inspections may be required where the one year warranties do not run reasonably concurrent.

Written punch lists and reports of these inspections shall be made by Contractor and forwarded to the Principal Representative within ten (10) days after the completion of the inspections. The punch list shall itemize all warranty items, prior punch list items still to be corrected or completed and any other requirements of the Contract Documents to be completed which were not waived by final acceptance because they were not obvious or could not reasonably have been previously observed. Contractor shall immediately initiate such remedial Work as may be necessary to correct any deficiencies or defective Work shown by this report, and shall promptly complete all such remedial Work in a manner satisfactory to the Principal Representative and State Buildings Programs.

If Contractor fails to promptly correct all deficiencies and defects shown by this report, the Principal Representative may do so, after giving Contractor ten (10) days written Notice of intention to do so.

The Political Subdivision, acting by and through the Principal Representative, shall be entitled to collect from Contractor all costs and expenses incurred by it in correcting such deficiencies and defects, as well as all damages resulting from such deficiencies and defects.

**ARTICLE 46. TIME OF COMPLETION AND LIQUIDATED DAMAGES**

*It is hereby understood and mutually agreed, by and between the parties hereto, that the date of beginning, rate of progress, and the time for completion of the Work to be done hereunder are material provisions of this Agreement, and it is understood and agreed that the Work embraced in this Contract shall be commenced at the time specified in the Notice to Proceed (SC-6.26).*

*Contractor acknowledges that subject to any limitations in the terms and conditions of the Contract Documents, the Fixed Limit of Construction Cost is consistent with and considers the number of days to substantially complete the Project and the number of days to finally complete the Project to which the parties may have stipulated in the Agreement, which stipulation was based on the Fixed Limit of Construction Cost. Contractor agrees that Work shall be prosecuted regularly and diligently at such rate of progress as will ensure the Project will be substantially complete, and fully and finally complete, as recognized by the issuance of all required Notices of Substantial Completion, within the times stipulated and specified in the Contract Documents, as the same may be amended by Change Order or other written modification.*

*It is expressly understood and agreed, by and between the parties hereto, that the times for the Substantial Completion of the Work as may be stipulated in the Agreement, and as applied here and in Article 26 of the Energy Performance Contract, Modification of Article 46, are reasonable times for these stages of completion of the Work*

*If Contractor shall neglect, fail or refuse to complete the Work within the times specified in the Agreement, such failure shall constitute a breach of the terms of the Contract and the Political Subdivision, acting by and through the Principal Representative, shall be entitled to liquidated damages for such neglect, failure or refusal, to the extent specified in Article 26 of the Energy Performance Contract, Modification of Article 46.*

*Contractor and Contractor's Surety shall be jointly liable for and shall pay the Principal Representative, or the Principal Representative may withhold, the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the entire Project is substantially completed Delay in substantial completion shall be measured from the Date of the Notice to Proceed..*

*Liquidated damages, if any, shall be the amount specified in Article 26 of the Energy Performance Contract, Modification of Article 46, for each calendar day of delay beginning after the stipulated number of days for Substantial Completion from the date of the Notice to Proceed, until the date of the Notice of Substantial Completion. Unless otherwise specified in the terms and conditions of the Contract Documents, in the event of any partial Notice of Substantial Completion, liquidated damages shall be pro-rated based on the portions of the Work that have achieved Substantial Completion.*

*The parties expressly agree that said amounts are a reasonable estimate of the presumed actual damages that would result from any of the breaches listed, and that any liquidated damages that are assessed have been agreed to in light of the difficulty of ascertaining the actual damages that would be caused by any of these breaches at the time this Contract was formed; the liquidated damages represent an estimate of damages due to the inability to use the Project*

*Notwithstanding anything to the contrary: (1) the liquidated damages described in this Article 46 and section 26 of the EPC are Owner's sole and exclusive remedy for Contractor's failure to meet the date of Substantial Completion (as may be adjusted by Change Order), as applicable;;and (2) in no event shall the total amount of liquidated damages assessed against Contractor exceed a dollar value equal to ten percent of the Fixed Limit of Construction Cost.*

#### **ARTICLE 47. DAMAGES**

If either party to this Contract shall suffer bodily injury or tangible property damage under this Contract in any manner because of any wrongful act or neglect of the other party or of anyone employed by either of them, then the party suffering damage shall be reimbursed by the other party for such damage. The Principal Representative shall be responsible for, and at his

or her option may insure against, loss of use of any existing property not included in the Work, due to fire or otherwise, however caused. Notwithstanding the foregoing, or any other provision of this Contract, to the contrary, 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, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, CRS, as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101, *et seq.*, CRS, as now or hereafter amended and the risk management statutes, Section 24-30-1501, *et seq.*, CRS, as now or hereafter amended.

Notice of intent to file a claim under this clause shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the time of final payment, except that in the case of claims by the Principal Representative involving warranties against faulty Work or materials Notice shall be required only to the extent stipulated elsewhere in these General Conditions. Claims made to the Principal Representative involving extra cost or extra time arising by virtue of instructions to the Contractor to which Article 36, Claims, applies shall be made in accordance with Article 36. Other claims arising under the Contract involving extra cost or extra time which are made to the Principal Representative under this clause shall also be made in accordance with the procedures of Article 36, whether or not arising by virtue of instructions to the Contractor.

#### **ARTICLE 48. STATE'S RIGHT TO DO THE WORK; TEMPORARY SUSPENSION OF WORK; DELAY; DAMAGES**

##### **A. STATE'S RIGHT TO DO THE WORK**

If after receipt of Notice to do so, Contractor should neglect to prosecute the Work properly or fail to perform any provision of the Contract, the Principal Representative, after a second seven (7) days' advance written Notice to Contractor and the Surety may, without prejudice to any other remedy the Principal Representative may have, take control of all or a portion of the Work, as the Principal Representative deems necessary and make good such deficiencies deducting the reasonable cost thereof from the payment then or thereafter due Contractor, as provided in Article 30, Correction Of Work Before Acceptance and Article 33, Payments Withheld.

##### **B. TEMPORARY SUSPENSION OF WORK**

The Principal Representative shall have the authority to suspend the Work, either wholly or in part, for such period or periods as may be deemed necessary due to:

1. Unsuitable weather;
5. Loss of, or restrictions to, appropriations;
6. Conditions, which may be considered unfavorable for the prosecution of the Work.
7. Contractor default, as described under Article 49(A), subject to the notice and cure period stated therein.

If it should become necessary to stop Work for an indefinite period, Contractor shall store materials in such manner that they will not become an obstruction or become damaged in any way; and Contractor shall take every precaution to prevent damage to or deterioration of the Work, provide suitable drainage and erect temporary structures where necessary.

Notice of suspension of Work shall be provided to Contractor in writing stating the reasons therefore. Contractor shall again proceed with the Work when so notified in writing.

Contractor understands and agrees that the State of Colorado cannot predict with certainty future revenues and could ultimately lack the revenue to fund the appropriations applicable to this Contract. Contractor further acknowledges and agrees that in such event that State may, upon Notice to Contractor, suspend the Work in anticipation of a termination of the Contract for the convenience of the State, pursuant to Article 50, Termination For the Public Interest of State. If the Contract is not so terminated

In the event of a suspension of Work pursuant to this Section 48(B) or Section 51, unless such suspension is due to Contractor's default, the Fixed Limit of Construction Cost and the Contract time shall be equitably adjusted by mutual agreement at the time the Principal Representative directs the Work to be recommenced or cures the default that entitled Contractor to suspend the Work, as applicable, and Contractor shall not be required to recommence work until a mutually agreeable Change Order reflecting such adjustment has been issued.

### **C. DELAY DAMAGES**

The Principal Representative and the Political Subdivisions shall be liable to Contractor for the payment of any claim for extra costs, extra compensation or damages occasioned by hindrances or delays encountered in the Work only when and to the limited extent that such hindrance or delay is caused by an act or omission within the control of the Principal Representative or other persons or entities acting on behalf of the Principal Representative. Any such adjustment to the Compensation payable to Contractor shall be made by Change Order pursuant to Article 35. Further, the Principal Representative and the State of Colorado shall be liable to Contractor for the payment of such a claim only if Contractor has provided required Notice of the delay or impact, or has presented its claim for an extension of time or claim of other delay or other impact due to changes ordered in the Work before proceeding with the changed Work. Except as otherwise provided, claims for extension of time shall be Noticed and filed in accordance with Article 38, Delays and Extensions of Time, within three twenty-one (21) business days of the beginning of the delay with any claim filed within seven twenty-one (21) days after the delay has ceased, or such claim is waived. Claims for extension of time or for other delay or other impact resulting from changes ordered in the Work shall be presented and adjusted as provided in Article 35, Changes in the Work.

## **ARTICLE 49. REMEDIES FOR CONTRACTOR DEFAULT**

### **A. CONTRACTOR DEFAULT**

*If the Contractor should be adjudged bankrupt, or if he or she should make a general assignment for the benefit of Contractor's creditors; or if a receiver should be appointed to take over Contractor's affairs, or if he or she fails to prosecute Contractor's Work with due diligence and carry the Work forward in accordance with the Contract Documents, or if he or she should repeatedly or materially fail to perform one or more of the provisions of the Contract Documents to be performed by him, the Principal Representative may serve written Notice on Contractor and the Surety on performance and payment bonds, stating his or her intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Principal Representative bases the right to exercise such remedy.*

*In such event, unless the matter complained of is cured or diligently commenced to be cured within thirty (30) days after delivery of such Notice, the Principal Representative may, without prejudice to any other right or remedy, exercise one of the remedies set forth under Article 49(B)(1)-(2) below.*

### **B. CONDITIONS AND PROCEDURES**

- 1. The Principal Representative may terminate the services of Contractor for uncured Breach, which termination shall take effect immediately upon service of Notice thereof on Contractor and his or her Surety, whereupon the Surety shall have the right to take over and perform the Contract. If the Surety does not provide Notice to the Principal Representative of its intent to commence performance of the Contract within ten (10) days after delivery of the Notice of*

*termination, the Principal Representative may take over the Work, take possession of and use all materials, tools, equipment and appliances on the premises and prosecute the Work to completion by such means as he or she shall deem best. In the event of such termination of the Contractor's service, Contractor shall not be entitled to any further payment under the Contract until the Work is completed and accepted. If the Principal Representative takes*

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over the Work and if the unpaid balance of the Contract price exceeds the cost of completing the Work, including compensation for any damages or expenses incurred by the Principal Representative through the default of Contractor, such excess shall be paid to Contractor. If, however, the cost, expenses and damages as certified by the Political Subdivision exceed such unpaid balance of the Maximum Contract Price, Contractor and the Contractor's Surety shall pay the difference to the Principal Representative.

2. The Principal Representative may suspend the contract pursuant to Article 48(B) above

**C. ADDITIONAL CONDITIONS**

If any termination by the Principal Representative for cause is later determined to have been improper, the termination shall be automatically converted to and deemed to be a termination by the Principal Representative for convenience.. Contractor does not waive any rights or remedies for wrongful termination.

**ARTICLE 50. TERMINATION FOR CONVENIENCE OF POLITICAL SUBDIVISION**

**A. NOTICE OF TERMINATION**

The performance of Work under this Contract may be terminated, t, by the Political Subdivision whenever for any reason the Principal Representative shall determine that such termination is in the best interest of Political Subdivision. Termination hereunder shall be effected by delivery to Contractor of a Notice of such termination specifying the date upon which such termination becomes effective.

**B. PROCEDURES**

After receipt of the Notice of termination for uncured Breach, Contractor shall, to the extent appropriate to the termination, cancel outstanding commitments hereunder covering the procurement of materials, supplies, equipment and miscellaneous items. In addition, Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of all applicable outstanding commitments covering personal performance of any Work terminated by the Notice. With respect to such canceled commitments, Contractor agrees to:

settle all outstanding liabilities and all claims arising out of such cancellation of commitments, with approval or ratification of the Principal Representative, as reasonably required which approval or ratification shall be final for all purposes of this clause; and,

assign to the Principal Representative, in the manner, at the time, and to the extent directed by the Principal Representative, all of the right, title, and interest of Contractor under the orders and subcontracts, consultants, subconsultants terminated, in which case the State shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Upon such assignment, the State assumes all obligations pursuant to such subcontracts and Contractor shall be released of any further liability.

The Contractor shall submit his or her termination claim to the Principal Representative promptly after receipt of a Notice of termination, but in no event later than three (3) months from the effective date thereof, unless one or more extensions in writing are granted by the Principal Representative upon written request of the Contractor within such three (3)-month period or authorized extension thereof. Upon failure of the Contractor to submit his or her termination claim within the time allowed, the Principal Representative may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

Costs claimed, agreed to, or determined pursuant to the preceding and following paragraph shall be in accordance with the provisions of §24-107-101, C.R.S., as amended and associated Cost Principles of the Colorado Procurement Rules as in effect on the date of this Contract.

Subject to the preceding provisions, upon termination pursuant to this Section, Contractor will be entitled to payment in accordance with Section 51(B) below. Contractor and the Principal Representative may agree upon the whole or any part of the amount or amounts to be paid to Contractor by reason of the termination under this clause, which amount or amounts may include

*any reasonable cancellation charges thereby incurred by Contractor and any reasonable loss upon outstanding commitments for personal services which he or she is unable to cancel; provided, however, that in connection with any outstanding commitments for personal services which Contractor is unable to cancel, Contractor shall have exercised reasonable diligence to divert such commitments to other activities and operations. Any such agreement shall be embodied in an Amendment to this Contract and Contractor shall be paid the agreed amount.*

*The Principal Representative may from time to time, under such terms and conditions as it may prescribe, make partial payments against costs incurred by the Contractor in connection with the termination portion of this Contract, whenever, in the opinion of the Principal Representative, the aggregate of such payments is within the amount to which the Contractor will be entitled hereunder.*

*Upon receipt of payment for all amounts owed upon termination, Contractor agrees to transfer title and deliver to the Principal Representative, in the manner, at the time, and to the extent, if any, directed by the Principal Representative, such information and items which, if the Contract had been completed, would have been required to be furnished to the Political Subdivision, if and to the extent such information and items were included among the portion of the Work paid for by Political Subdivision upon termination, including:*

- 1. Completed or partially completed plans, Drawings and information (Contractor shall be released from any liability for any further use of these Drawings and information by the Principal Representative); and,*
- 2. Materials or equipment produced or in process or acquired in connection with the performance of the Work terminated by the Notice.*

*Other than the above, any termination inventory resulting from the termination of the Contract may, with written approval of the Principal Representative, be sold or acquired by the Contractor to mitigate losses resulting from the termination*

*Any disputes as to questions of fact, which may arise hereunder, shall be subject to the Remedies provisions of the Colorado Procurement Code, §§24-109-101, et seq., C.R.S., as amended.*

#### **ARTICLE 51. CONTRACTOR'S RIGHT TO STOP WORK AND/OR TERMINATE CONTRACT; PAYMENT UPON TERMINATION**

If the Work shall be stopped by Political Subdivision or under an order of any court or other public authority for a period of three (3) months through no act or fault of the Contractor or of any one employed by him, then the Contractor may on seven (7) days' written Notice to the Principal Representative stop Work or terminate this Contract and recover from the Principal Representative payment in accordance with Article 51(B). If the Principal Representative shall fail to issue or otherwise act in writing upon any certificate for payment within ten (10) days after it is due, or if the Principal Representative shall fail to pay the Contractor any sum certified that is not disputed in whole or in part by the Principal Representative in writing to the Contractor within thirty (30) days, or if Political Subdivision repeatedly or materially fails to fulfill any of its obligations under the Contract Documents then the Contractor may on ten (10) days' written Notice to the Principal Representative stop Work and/or give written Notice of intention to terminate this Contract. If the Principal Representative shall thereafter fail to pay the Contractor any amount not disputed in writing by the Principal Representative or otherwise fulfill its obligations under the Contract Documents within ten (10) days after receipt of such Notice, then the Contractor may terminate this Contract and recover payment in accordance with Section 51(B).

- B. Notwithstanding anything to the contrary, upon any termination of this Contract (whether by Contractor or Political Subdivision) other than for Contractor's default, Contractor shall be entitled to recover payment from the Political Subdivision for all Work executed and in process (including any profit and overhead built into the price for such portion(s) of the Work), and any losses sustained by reason of the work stoppage or termination, such as losses on any plant or material or subcontracts.

## **ARTICLE 52. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-1)**

These Special Provisions apply to all contracts except where noted in italics.

### **A CONTROLLER'S APPROVAL. §24-30-202(1), C.R.S.**

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.

### **B FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

### **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 State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State 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 State 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 State, and (iii) be solely responsible for its acts and those of its employees and agents.

### **F COMPLIANCE WITH LAW.**

Each Party shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party. Without limiting the generality of the foregoing, all Goods (defined in the EPC Contract provided by Contractor under this Contract may contain components or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. Unless applicable export licenses have been obtained from the relevant authority and Contractor has approved, the Goods shall not (i) be exported or re-exported to any destination or party restricted by applicable US, EU or other national or international export control laws or regulations ("Applicable Laws"); or (ii) be used for those purposes or fields restricted by any Applicable Laws. Contractor shall be excused from performing any obligations under this Contract that would violate any Applicable Laws or could expose Contractor to a risk of liability thereunder.

### **G 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.

### **H BINDING ARBITRATION PROHIBITED.**

The State of Colorado 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.

**I SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**

State 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

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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 State determines that Contractor is in violation of this provision, the State 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.

**J     EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §24-18-201 and §24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State 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.

**K     VENDOR OFFSET. §24-30-202(1) and §24-30-202.4, C.R.S.**

**[Not applicable to intergovernmental agreements]** Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action.

**L     PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq. C.R.S.**

**[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and 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 or State program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and the contracting State agency 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 contracting State agency, Institution of Higher Education or political subdivision, 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 contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

**M     PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, et seq., C.R.S.**

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.

N Cybersecurity. Contractor is not responsible for implementing or maintaining a security program to safeguard and protect Political Subdivision's Systems or Deliverables against Cyber Threats ("Security Program"). Failure by Political Subdivision to maintain an appropriate Security Program in accordance with industry standards or to promptly follow guidance provided by Contractor (including, without limitation, with respect to installation of any recommended updates or patches, and whether provided via Contractor's security notification webpage at <https://www.se.com/ww/en/work/support/cybersecurity/security-notifications.jsp> or otherwise), may result in the Systems or Deliverables becoming vulnerable to Cyber Threats or may result in impaired functionality, and Contractor shall not be responsible for any losses or damages that may result. As used herein, (i) "Cyber Threat" means any circumstance or event with the potential to adversely impact, compromise, damage, or disrupt Systems or Deliverables or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Systems or Deliverables, including through malware, hacking, or similar attacks, (ii) "Deliverables" means products, services, software, and/or information provided by Schneider, and any technologies embedded therein, and (iii) "Systems" means Political Subdivision's computer networks, systems, machines and/or data, including those Systems on which it runs the Deliverables.

#### **ARTICLE 53. MISCELLANEOUS PROVISIONS**

##### **A. CONSTRUCTION OF LANGUAGE**

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 Article 2C, the intent of the Contract. .

##### **B. SEVERABILITY**

Provided this Agreement can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

##### **C. CAPTIONS AND REFERENCES**

The captions and headings in this Agreement 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.

##### **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. INTEGRATION OF UNDERSTANDING**

This Contract is intended as the complete integration of all understandings between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written Change Order or Amendment to this Contract.

##### **F. JURISDICTION AND VENUE**

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

**G. NO THIRD PARTY BENEFICIARIES**

Except for the Parties' respective successors and assigns described in §24.B, 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.

**H. 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.

**I. INDEMNIFICATION AND LIMITATION OF LIABILITY**

**1. General Indemnification**

CONFIDENTIAL

**J.** 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 a third-party claim for bodily injury or tangible personal property damage, to the extent caused by any negligent act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract. and provided that the Indemnified Parties (i) give ESCO prompt written notice of any such claim, and (ii) provide such cooperation and information as ESCO may reasonably require in the defense or handling of any such claim. ESCO shall not be responsible for any settlement or consent to judgment made by or on behalf of an Indemnified Party without ESCO's prior written consent.

### **1. Confidential Information Indemnification**

Disclosure or use of Political Subdivision Confidential Information by Contractor in violation of §24(M) of the Energy Performance Contract may be cause for legal action by third parties against Contractor, the State, 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 State in relation to any third party claim arising from an act or omission by Contractor, or its employees, agents, assigns, or Subcontractors that cause disclosure of Political Subdivision Confidential Information in violation of §24 of the Energy Performance Contract.

### **3.Limitation of Liability.**

Notwithstanding any provision of the Contract Documents to the contrary and to the extent permitted by applicable law, in no event shall Contractor or its officers, directors, affiliates or employees be liable for any form of indirect, special, consequential, or punitive damages, whether such damages arise in contract or tort and irrespective of fault, negligence or strict liability or whether Contractor has been advised in advance of the possibility of such damages.

The total cumulative liability of Contractor with respect to this Contract or anything done in connection herewith shall not exceed the Maximum Contract Price payable to Contractor under the Contract. However, the previous sentence shall not limit Contractor's liability for (i) bodily injury, death, or damage to property of the Political Subdivision (or property of a public school directly benefitting by or supported by the Political Subdivision) to the extent caused by the negligence or willful misconduct of Contractor or its employees or agents, (ii) for damages caused by Contractor's gross negligence or willful misconduct, or (iii) for damages caused by Contractor's disclosure of Political Subdivision Confidential Information in violation of §24(M) of the Energy Performance Contract.

The foregoing limitations and exclusions of liability are intended to be consistent with the provisions of §22-1-135, C.R.S. and shall apply only to the extent permitted by the Constitution and laws of the State.

**EPC SCHEDULE B**  
**ENERGY PERFORMANCE CONTRACT DESCRIPTION OF WORK**

## 1. Executive Summary

### i. Key Participants and Contact Information

Relevant contact information for Manitou Springs, Schneider Electric, and the Colorado Energy Office is provided below:

#### City of Manitou Springs

|              |                                                                                |                                                                                    |
|--------------|--------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| Contact      | <b>Denise Howell</b><br>City Administrator                                     | <b>Sean Dearborn</b><br>Utilities Distribution Manager                             |
| Phone Number | (719) 960-7809                                                                 | (719) 685-2562                                                                     |
| Email        | <a href="mailto:dhowell@manitouspringsco.gov">dhowell@manitouspringsco.gov</a> | <a href="mailto:sdearborn@manitouspringsco.gov">sdearborn@manitouspringsco.gov</a> |

#### Schneider Electric

|              |                                                          |                                                                |                                                            |
|--------------|----------------------------------------------------------|----------------------------------------------------------------|------------------------------------------------------------|
| Contact      | <b>Kate Sipla</b><br>Account Executive                   | <b>Tyler DiLalla</b><br>Project Development Mgr.               | <b>Paige Spirk</b><br>Regional Sales Leader                |
| Phone Number | (925) 272-5006                                           | (602) 292-5572                                                 | (913) 638-0057                                             |
| Email        | <a href="mailto:kate.sipla@se.com">kate.sipla@se.com</a> | <a href="mailto:tyler.dilalla@se.com">tyler.dilalla@se.com</a> | <a href="mailto:paige.spirk@se.com">paige.spirk@se.com</a> |

#### Colorado Energy Office

|              |                                                                                |                                                                                |                                                                              |
|--------------|--------------------------------------------------------------------------------|--------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| Contact      | <b>DeLynne Southern</b><br>Technical Specialist                                | <b>Arin Chakraverty</b><br>Program Engineer                                    | <b>Charlie Stevens</b><br>Program Engineer                                   |
| Phone Number | (281) 961-3851                                                                 | (315) 418-6579                                                                 | (720) 333-0134                                                               |
| Email        | <a href="mailto:delynne.southern@state.co.us">delynne.southern@state.co.us</a> | <a href="mailto:arin.chakraverty@state.co.us">arin.chakraverty@state.co.us</a> | <a href="mailto:charlie.stevens@state.co.us">charlie.stevens@state.co.us</a> |

## ii. Summary of Facility Improvement Measures

The below lists the Facility Improvement Measures (FIMs) included in the scope of work for the Political Subdivision.

- LED Lighting Conversion
  - Interior, Exterior, and Parking across 11 sites
- HVAC Upgrades
  - Addition of a dedicated HVAC system serving the Memorial Hall
- Window Replacements
  - Install new dual pane windows at select City & Memorial Hall areas
- Water Conservation
  - Comprehensive water meter changeout citywide
  - Convert from AMR to AMI system automating reading and reporting to reduce operating costs and staff burden
  - Addition of customer portal for leak and usage monitoring in real time for end-users.
- Telecommunications Assessment
  - Renegotiated contracts for IT, phones, mobile devices, and internet

### iii. Summary of Total Savings

The following table outlines the savings associated with the FIMs in the scope of work.

| Facility Improvement Measures | Annual Savings (1st year guarantee) |                          |                 |                  |                  |                            |
|-------------------------------|-------------------------------------|--------------------------|-----------------|------------------|------------------|----------------------------|
|                               | Energy (MMBTU)                      | Water Revenue (kgals/yr) | Utility (\$)    | O&M (\$)         | Revenue (\$)     | Total 20-year savings (\$) |
| Lighting LED                  | 87                                  | -                        | \$3,570         | \$1,059          | \$0              | \$138,936                  |
| Mechanical                    | 217                                 | -                        | -\$5,440        | \$0              | \$0              | -\$176,696                 |
| Water Meter                   | -                                   | 7974                     | \$0             | \$10,000         | \$158,795        | \$5,581,384                |
| IT Scope                      | -                                   | -                        | \$0             | \$107,988        | \$0              | \$1,619,818                |
| Window                        | 18                                  | -                        | \$200           | \$0              | \$0              | \$7,784                    |
| <b>Total</b>                  | <b>322</b>                          | <b>7974</b>              | <b>-\$1,670</b> | <b>\$119,047</b> | <b>\$158,795</b> | <b>\$7,171,227</b>         |

Notes: MMBTU = 10<sup>6</sup> British Thermal Units, O&M = Operations & Maintenance

### iv. Summary of Project Financials

The following table outlines the 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.

| Total Project Cost                              |             |
|-------------------------------------------------|-------------|
| Potential Interest Rates                        | 4.20%       |
| Capital Contributions (projected or identified) | \$0         |
| Financing Term                                  | 20 years    |
| Total Project Cost                              | \$3,920,001 |
| Three Years of M&V/Services                     | \$43,778    |
| Total Project Financed                          | \$3,963,779 |

## 2. Building and Infrastructure Data

Political Subdivision Name: [City of Manitou Springs](#)

The following table lists the buildings included in the Investment Grade Audit (IGA) and the Scope of Work.

| Building                                          | Area   |      | Address              |
|---------------------------------------------------|--------|------|----------------------|
| Aquatic Center                                    | 8,200  | sqft | 202 Manitou Ave      |
| Chamber of Commerce                               | 1,323  | sqft | 354 Manitou Ave      |
| City Admin (Includes City Hall and Memorial Hall) | 17,852 | sqft | 606 Manitou Ave      |
| Public Works                                      | 14,750 | sqft | 101 Banks Pl         |
| WTP                                               | 3,600  | sqft | 1000 Water Treatment |
| Mansion Park                                      |        | sqft | 198 Lovers Ln        |
| Smischny Parking                                  |        | sqft | 1134 Manitou Ave     |
| Seven Minute Park                                 |        | sqft | 422 Washington Ave   |
| Shoshone Springs                                  |        | sqft | 902 Manitou Ave      |
| Soda Springs Park                                 | -      | sqft | 1016 Manitou Ave     |
| Wichita Parking                                   |        | sqft | 708 Manitou Ave      |

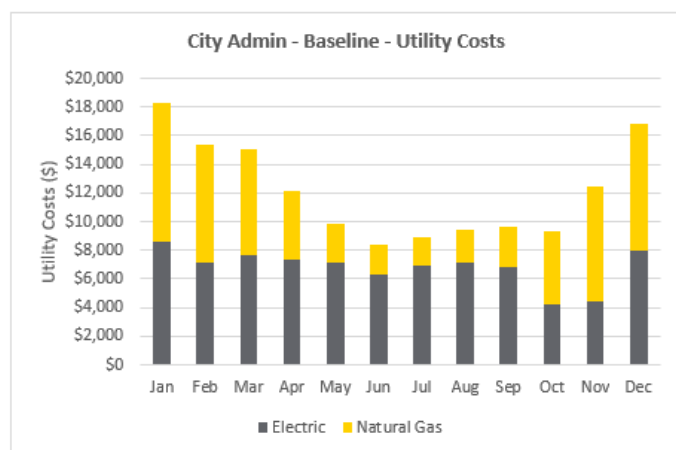
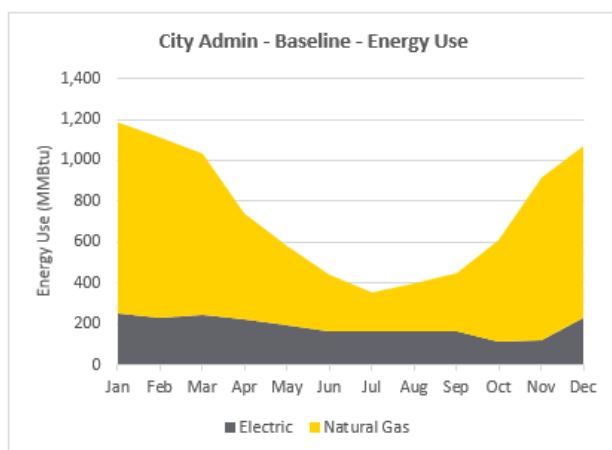
### 3. Baseline Period Utility Consumption

A summary of the County's in-scope utility meters for the sites under consideration can be found below. The data presented reflects the baseline utility rates and costs. The project for this County has 57 meters amongst all 4 utility types (electric, natural gas, water). Accounts that fall outside the scope of this project are excluded from the baseline utility calculations. The table on the following page details the corresponding rate and utility provider associated with each utility service under consideration.

| Meter Summary     |                                     |                |              |                           |                            |             |
|-------------------|-------------------------------------|----------------|--------------|---------------------------|----------------------------|-------------|
| Site Name         | Meter Address                       | Account Number | Meter Number | Utility Type              | Utility Provider           | Tariff Name |
| City Admin        | 606 MANITOU AVE, CYHL W             | 5878395345     | 308834       | Electricity (kWh, kW)     | Colorado Springs Utilities | E2C         |
| City Admin        | 606 MANITOU AVE, R SHOP             | 850687010      | 428013       | Electricity (kWh, kW)     | Colorado Springs Utilities | E2C         |
| Aquatic Center    | 202 MANITOU AVE, PARK               | 1755325241     | 463488       | Electricity (kWh, kW)     | Colorado Springs Utilities | E2C         |
| Aquatic Center    | 202 MANITOU AVE, SPKG               | 7658240665     | 461423       | Electricity (kWh, kW)     | Colorado Springs Utilities | E2C         |
| Public Works      | 101 BANKS PL BLDG A                 | 3818157320     | 279698       | Electricity (kWh, kW)     | Colorado Springs Utilities | E2C         |
| Public Works      | 101 BANKS PL BLDG B                 | 8667081211     | 258751       | Electricity (kWh, kW)     | Colorado Springs Utilities | E2C         |
| Public Works      | 101 BANKS PL BLDG C                 | 4953291215     | 279767       | Electricity (kWh, kW)     | Colorado Springs Utilities | E2C         |
| Public Works      | 101 BANKS PL, BLDG D                | 2059910659     | 371050       | Electricity (kWh, kW)     | Colorado Springs Utilities | E2C         |
| Schmichny Parking | 1134 MANITOU AVE, SMISCHNY          | 336238516      | 542510       | Electricity (kWh, kW)     | Colorado Springs Utilities | E1C         |
| Seven Minute Park | 520 EL PASO BLVD, GAZEBO            | 2349341132     | 273026       | Electricity (kWh, kW)     | Colorado Springs Utilities | E1C         |
| Shoshone Springs  | 902 MANITOU AVE, SPKG               | 8767178775     | 450504       | Electricity (kWh, kW)     | Colorado Springs Utilities | E1C         |
| Water Treatment   | 1000 WATER TREATMENT PLNT RD, PLANT | 6367609481     | 544101       | Electricity (kWh, kW)     | Colorado Springs Utilities | ETL         |
| Water Treatment   | 2631 WATER TREATMENT PLANT RD       | 9103895168     | 470532       | Electricity (kWh, kW)     | Colorado Springs Utilities | E2C         |
| Wichita Parking   | 708 MANITOU AVE, PRKLT5             | 3324345548     | 596749       | Electricity (kWh, kW)     | Colorado Springs Utilities | E2C         |
| City Admin        | 606 MANITOU AVE, CYHL E             | 7177209490     | 230082       | Natural Gas (CCF, kBtu/h) | Colorado Springs Utilities | G1CL        |
| Aquatic Center    | 202 MANITOU AVE, PARK               | 1755325241     | 301487       | Natural Gas (CCF, kBtu/h) | Colorado Springs Utilities | G1CL        |
| Public Works      | 101 BANKS PL BLDG A                 | 3818157320     | 221436       | Natural Gas (CCF, kBtu/h) | Colorado Springs Utilities | G1CL        |
| Public Works      | 101 BANKS PL BLDG B                 | 8667081211     | 256779       | Natural Gas (CCF, kBtu/h) | Colorado Springs Utilities | G1CL        |
| Public Works      | 101 BANKS PL BLDG C                 | 4953291215     | 139743       | Natural Gas (CCF, kBtu/h) | Colorado Springs Utilities | G1CL        |

In the base year, the City spent **\$145,609** on electric and natural gas expenses for facilities. This is based on invoices shared with Schneider Electric by utility providers and the City.

Establishing a baseline energy consumption is the first step in developing an energy savings project, as it allows us to identify the magnitude of the savings opportunities and patterns of energy use. We use the baseline energy consumption to compare the existing energy use against energy benchmarks of buildings with similar characteristics. The aggregate summary of this baseline analysis for the facilities is shown below.



| Month<br><i>mmm</i> | Electricity                 |                   | Natural Gas                 |                   | Total                         |                   |
|---------------------|-----------------------------|-------------------|-----------------------------|-------------------|-------------------------------|-------------------|
|                     | Energy<br>Use<br><i>kWh</i> | Cost<br><i>\$</i> | Energy<br>Use<br><i>CCF</i> | Cost<br><i>\$</i> | Energy<br>Use<br><i>MMBtu</i> | Cost<br><i>\$</i> |
| Jan                 | 74,277                      | \$8,633           | 9,110                       | \$9,668           | 1,183                         | \$18,301          |
| Feb                 | 67,854                      | \$7,161           | 8,670                       | \$8,221           | 1,116                         | \$15,382          |
| Mar                 | 72,460                      | \$7,714           | 7,726                       | \$7,319           | 1,035                         | \$15,033          |
| Apr                 | 65,291                      | \$7,335           | 5,041                       | \$4,777           | 737                           | \$12,112          |
| May                 | 57,661                      | \$7,110           | 3,754                       | \$2,746           | 580                           | \$9,857           |
| Jun                 | 47,836                      | \$6,350           | 2,708                       | \$2,000           | 440                           | \$8,350           |
| Jul                 | 47,834                      | \$6,951           | 1,901                       | \$1,919           | 357                           | \$8,870           |
| Aug                 | 48,561                      | \$7,116           | 2,305                       | \$2,320           | 401                           | \$9,436           |
| Sep                 | 47,987                      | \$6,823           | 2,820                       | \$2,824           | 451                           | \$9,647           |
| Oct                 | 33,492                      | \$4,219           | 4,880                       | \$5,079           | 612                           | \$9,298           |
| Nov                 | 35,675                      | \$4,450           | 7,766                       | \$8,035           | 914                           | \$12,485          |
| Dec                 | 66,488                      | \$8,018           | 8,270                       | \$8,820           | 1,071                         | \$16,838          |
| Year                | 665,417                     | \$81,881          | 64,952                      | \$63,727          | 8,896                         | \$145,609         |

Utility data from December 2021 through November 2022 was obtained from the City for electric and natural gas accounts. This data was prorated to approximate usage from the first day of the month to the last day of the month. The baseline period is thus December 2021 through November 2022 for these utilities. In addition, a weather regression analysis was used at the City Admin building to determine if there was a relationship between weather and the energy consumption at the site. Actual and TMY weather from the Colorado Springs, CO weather station was used to determine this relationship. The Colorado Springs, CO weather station was selected for this because it is the closest weather station to City of Manitou Springs.

#### WATER METER BASE YEAR UTILITY CONSUMPTION DATA

Utility data for 24 months was obtained from the City for water meter produced and metered. In the base year, the City billed 135,498 kGal of water for prior 12-month period beginning 12/1/2022 and ending 11/30/2023. A breakout of the water meter sizes and usage is identified below

:

| Baseline Meter Count and Volume by Size |       |               |                |               |
|-----------------------------------------|-------|---------------|----------------|---------------|
| Meter<br>Sizes                          | Count | % of<br>Total | Volume<br>kGal | % of<br>Total |
| 3/4"                                    | 1,852 | 94.4%         | 98,413         | 72.6%         |
| 1"                                      | 53    | 2.7%          | 11,061         | 8.2%          |
| 1.5"                                    | 26    | 1.3%          | 10,002         | 7.4%          |
| 2"                                      | 27    | 1.4%          | 12,229         | 9.0%          |
| 3" & Above                              | 3     | 0.2%          | 3,793          | 2.8%          |
|                                         | 1,961 |               | 135,498        |               |

## 4. Scope of Work

City hereby acknowledges and agrees that the scope of work shall be limited to, and ESCO shall only perform, the following as defined:

- City refers to City of Manitou Springs
- Utility refers to City of Manitou Water Department
- ESCO refers to Schneider Electric
- Water Customer(s) refers to City of Manitou Springs Customers or End-Users

### Water Meter Replacement & Retrofit

The following water meters will be installed with Advanced Metering Infrastructure (AMI) type registers as part of this project. These components will allow the meter readings to be recorded remotely via cellular communication.

| Water Meter Retrofits |                                                      |       |                              |
|-----------------------|------------------------------------------------------|-------|------------------------------|
| Size                  | Type                                                 | Qty   | Description                  |
| 5/8x3/4 meter         | Diehl Hydrus Ultrasonic                              | 2,139 | AMI water meter installation |
| 1" meter              | Diehl Hydrus Ultrasonic                              | 57    | AMI water meter installation |
| 1.5" meter            | Diehl Hydrus <sup>2</sup> Ultrasonic                 | 28    | AMI water meter installation |
| 2" meter              | Diehl Hydrus <sup>2</sup> Ultrasonic                 | 27    | AMI water meter installation |
| 3" meter              | Honeywell evoQ <sub>4</sub> RB Electromagnetic Meter | 4     | AMI water meter installation |

### Water Meter General Scope

- 1) ESCO to provide all necessary project management, labor, programing, data management, and commissioning necessary to install the new AMI system.
- 2) ESCO shall provide all materials and equipment necessary inclusive of and not limited to water meters and cellular end points to perform 2,255 water meter retrofits with AMI as detailed in this scope of work.
- 3) Advanced Metering Infrastructure (AMI)
  - a) The Advanced Metering Infrastructure system will include the following:
    - i) Cellular Data Communication for 10-years for 2,255 meters
    - ii) Itron Temetra Software Upgrade with Customer Portal
    - iii) Interface to Billing Software
    - iv) Training to Operate System
    - v) Future Stock inventory: (Will be utilized for year-on M&V testing)

| Meter Size | Meters QTY |
|------------|------------|
| 5/8x3/4"   | 24         |
| 1"         | 10         |
| 1.5"       | 4          |
| 2"         | 4          |
| 3"         | 2          |

- 4) Automatic shutoff valves will be provided for specific locations (to be determined by the customer). The total quantity of water meters included in the project are the following:

| Size     | QTY |
|----------|-----|
| 5/8x3/4" | 150 |
| 1"       | 50  |

### Communication to Water Customers that will be handled by ESCO

- 5) Water Customers will be notified of the meter replacement prior to the scope being performed.
- 6) Direct communication will start 30-45 days before the expected installation date.
- 7) Scope will include reaching out to each water customer with a direct message a maximum three times. A direct message includes communication material such mailer, fliers, and/or door hangers directed to an end-user customer. These will be recorded, as well as the scheduling for each water customer, through a work order

management system.

- 8) Prior to performing the actual work, especially with those who have water meters in their homes, the replacement will be scheduled with the customer to avoid any detrimental interruptions.
- 9) After three unsuccessful attempts of direct communications to customer resulting in no access, these locations will be deemed "inaccessible." At this point, the meters will be turned over to the Utility and the City will be given a labor credit.

#### **Communication to Water Customers that will be handled by the City**

- 10) City will notify all water customers of the upcoming project 60 days prior to work commencing and that ESCO will be reaching out to each water customer to schedule an appointment to have their water meter replaced.
- 11) City will layout expectations with customers that if they do not respond to request to schedule a meter change out or they fail to follow through with a scheduled meeting after three attempts, there will be a penalty (such as water service will be temporarily shut off or fines) until the water customer schedules an appointment to have their water meter changed out. Otherwise, the meters will be deemed inaccessible.

#### **Water Meter Clarifications**

- 12) Ongoing communication costs for cellular data end points for 10-years and 2,255 meters is included in the project price. However, the automatic shutoff valves communication and data costs are not included which means that this will need to be paid by the City directly. These estimated costs are reflected in the cash flow in Schedule G. Any changes to the total quantity of active meters post-installation will require the City to purchase the cellular data directly with the supplier or manufacturer.
- 13) This scope was calibrated using information provided by the City. This scope covers the active meter account quantities as shown in Exhibit B, Attachment F – Water Meter Summary. Since the meters regularly change from active to inactive and vice versa or the meter list was inaccurate by size or quantity, any meter quantity and size changes over the course of the projects will be reconciled at the end of the project. A contract modification with credits or additional charges will be reviewed. ESCO will report to the City reconciliation variances over the course of the project. Additional work beyond scope items specifically identified in this project will be priced based on cost of change order in alignment of Project Estimate Worksheet referenced in Schedule F.
- 14) ESCO will supply all gaskets and flange fasteners.
- 15) ESCO takes responsibility for any damage underground 12 inches on either side of the meter resulting from meter removal or installation. Any leaks caused by the installation of the new meter will be repaired with like for like materials by Schneider Electric.
- 16) Should ESCO identify any existing leaks or damage to underground piping prior to a meter replacement, the City will be notified immediately. City will be responsible for repairing deficiency and then ESCO will follow up with the meter replacement. Additional work beyond scope items specifically identified in this project will be priced based on cost of change order in alignment of Project Estimate Worksheet referenced in Schedule F.
- 17) ESCO will provide the following.
  - a) Schneider Electric will provide all necessary data and support for the data integration into the City of Manitou Springs billing system (Casselle). Schneider Electric will coordinate route installations working closely with the City of Manitou Springs billing dept to execute the project in a planned and organized manner.
- 18) Schneider Electric will provide additional training for City of Manitou Springs personnel, over and above manufacturers training, to develop skill, expertise, and conform to the new AMI system.
- 19) City of Manitou Springs will provide ESCO the following:
  - a) Storage facilities for meter inventory, a meeting area for the crew, and a small shop area.
  - b) Office for the information system manager with telephone and high-speed internet connection
  - c) As routes are completed, the customer agrees to complete their inspections, and sign offs according to the Schneider Electric route acceptance and sign off procedures.
  - d) City will provide an employee to assist in locating meters and to shut off main valves in situations where the meter isolation valves do not hold. The scope requires one full-time individual for the entirety of the scope.
  - e) City agrees to provide support for meter locations, access, and system isolation assistance when needed.
  - f) City agrees to provide a designated representative to interface with Schneider Electric on all issues relating to the project.
  - g) Proper disposal and or recycling of the existing meters will be managed and handled by the City
- 20) Meter Accessibility:
  - a) Meters must be accessible to the installation team. The definition of an accessible meter includes:
    - i) Meter account and location are accurate.
    - ii) Meter access is not blocked. This includes customer providing access to the meter and adequate working space for the water meter replacement.
  - b) City will assist with accessing, as necessary, to the water meters in accordance with the following City codes:
    - i) 13.12.120 - Charges when access denied.
    - ii) 13.12.130 - Discontinuance of service on denied access

- c) If a meter is not accessible, then no installation will be performed, and the Utility will be notified for further review. Other definitions of "inaccessible" include (but not limited to):
- i) Locations where faulty isolation valves prevent shutting off water supply.
  - ii) If it is determined that attempting a meter replacement will result in failure of the service line.
  - iii) Locations of water meter cannot be reached or replaced in a safe working condition.
- 21) Unless otherwise defined, the meters will be replaced like for like. Installation of strainers, test valves, bypasses, or piping modifications is not included.
- 22) If lead pipe is discovered during installation, the scope of work will be completed, and the Utility will be notified. The City will be responsible for communicating any detected lead piping to the Customer.
- 23) The existing piping structure will be examined to verify its condition. Should the service line be in a condition that the existing piping will be damaged, or the existing piping has a pre-existing leak, then no installation will be performed, and the Utility will be notified for further review.
- 24) Should major pipe reconfiguration and/or vault reconstruction be required to incorporate the new meter, no installation shall be performed, and the Utility will be notified for further review.
- 25) Meters will be isolated from the up-stream line pressure by use of the inlet curb stop valve. If the curb stop does not exist or if the valve does not operate properly and the installation cannot be performed the City will be notified for further review.
- 26) A hose bib, if available and accessible, will be opened at the residence to allow line flushing and the purging of any air in the system. The curb stop valve will be reopened and the new meter will be inspected for leaks.
- 27) If a meter is returned to utility (RTU) and cannot be complete, the City will receive a credit for the labor of the scope work. The following credits would apply, and the meter will be turned over to the City to be installed when they are able to access the Customer

| Meter Size | Meter Credit           |
|------------|------------------------|
| 5/8x3/4"   | \$ 100.00 <sup>1</sup> |
| 1"         | \$ 100.00 <sup>1</sup> |
| 1.5"       | \$ 250.00              |
| 2"         | \$ 250.00              |
| 3"         | \$ 500.00              |

(<sup>1</sup> For automatic shut off valves, add \$20/meter on 1" and less)

## **Adding HVAC to Memorial Hall**

Currently the Memorial Hall only has heating available. We will be Adding HVAC (Heating Ventilation & Cooling) to serve the Memorial Hall room which will be a significant comfort upgrade for the City. On the East side of the building, under the tree and near the ramp, we will be installing a new HVAC condensing unit and pad surrounded by fencing to obscure the unit. There will also be an additional electrical panel added on the exterior of the northwest side of the building near the existing electrical panels. Besides refrigerant piping, from the unit to the building, all additional work to be on the interior of the building.

Scope of work includes the following:

- 1) Complete mechanical and electrical engineering with plan review and coordination with the local AHJ and Historical Preservation Committee (HPC).
- 2) Disconnect, remove and dispose from site as per EPA standards qty. (2) existing gas fired unit heater and all associated appurtenances including wall mounted thermostats, cap existing flue at roof level and install two (2) ceiling tiles where needed from demoed flue piping.
- 3) Pour new concrete pad for new condensing unit on the East side of the building underneath tree next to the existing ramp.
- 4) Supply and install new 20 Ton Mitsubishi VRF System (Model# TURYH240)
- 5) Supply and install new fencing around unit. Fencing to be approved by HPC.
- 6) Supply and install qty. five (5) new 4 Ton Mitsubishi ceiling cassettes inside existing ceiling grid
- 7) Supply and install refrigerant piping with hide a line from condensing unit to ceiling cassettes.
- 8) Supply and install condensate piping from ceiling cassettes to nearest code approved disposal condensate drain.
- 9) Remove sections of ceiling tiles as needed for installation of ceiling cassettes.
- 10) Supply and install new Energy Recovery Ventilation system within existing attic space next to existing platform for serviceability.
- 11) Supply and install new exhaust and outside air intake to each new ERV.
- 12) Supply and install CO2 sensor to operate ERV system as needed when building is occupied.
- 13) Installation of a roofing penetration for exhaust and O.A. intake. Roof to be sealed weather tight upon completion.
- 14) Installation of new Electrical feed for new HVAC equipment.
- 15) Supply and install new Smart thermostat to control VRF system.
- 16) Start up, testing and commissioning to ensure proper operation.
- 17) Complete test and balance and provide reports upon completion.
- 18) Repair, patch, and refinish walls, and floors affected during construction
- 19) Provide Client training, O&M requirements, and review product warranty.

### **HVAC Scope Clarifications:**

- 20) Final equipment selection is subject to change during final design.
- 21) Where refrigerant lines penetrate through the building envelope, the envelope transition points will be cosmetically repaired to blend into the existing conditions. Any painting, repairs or modifications of any architectural elements outside the scope of work area is excluded.
- 22) Carbon monoxide detectors are excluded.
- 23) Mechanical work will be performed between the hours of 7am and 5pm, (M-F)
- 24) During the installation of the HVAC work any activities in the Memorial Hall maybe impacted or inconvenience due to the work taking place. ESCO will coordinate with City to minimize disruptions.

### **General Mechanical and Electrical Exclusions**

- 25) Any other modifications not required by the scope of work to any building component including but not limited to roofing, roofing substrate, structure, or supports are excluded.
- 26) Fire alarm and smoke detector scope.
- 27) Replacement of piping, electrical systems or components, or other accessories not specified in the scope of work.
- 28) Night/holiday work unless otherwise specified in the Scope of Work.
- 29) Additional labor cost due to restriction of allowable work hours.
- 30) Costs incurred due to lack of access to required areas or due to access to storage areas to which materials are to be delivered.
- 31) Materials and labor associated with modifications to existing systems and equipment not identified in these documents as included in the Scope of Work.
- 32) Any upgrades, replacement, modification testing, adjusting, and balancing of existing systems HVAC equipment and or components in the building other than what is specified in the scope of work.
- 33) Upgrading existing mechanical systems to provide ventilation rates in compliance with current Codes and Standards unless indicated herein to be included.

- 34) Repair or replacement of ceiling beyond that required to accomplish the Scope of Work.
- 35) Painting of floors, walls or ceilings beyond that required to match existing surfaces in the immediate work area.
- 36) Demolition of equipment, piping and accessories indicated herein to be abandoned in-place unless indicated herein to be included.
- 37) The cost for utilities including natural or propane gas, fuel oil, electricity, potable or non-potable water during the construction period.
- 38) The cost for equipment and/or utilities to provide temporary heating or cooling of facilities during the construction period, unless specified in the scope.
- 39) Inspection and permitting fees for agencies (state and/or federal) other than the local authority having jurisdiction.
- 40) Fees for third party engineers acting as Customer's agent.
- 41) Costs and labor associated with customer's third-party commissioning agent.
- 42) Standards of Comfort Setpoints

| Building      | Proposed Occupied Schedule                    | Cooling<br>Occupied<br>(°F) | Cooling<br>Unoccupied<br>(°F) ( | Heating<br>Occupied<br>(°F) | Heating<br>Unoccupied<br>(°F) |
|---------------|-----------------------------------------------|-----------------------------|---------------------------------|-----------------------------|-------------------------------|
| Memorial Hall | M-F 8a-5p, Sat/Sun 9am-2pm,<br>Tuesdays 6-8pm | 74                          | 85                              | 70                          | 60                            |

## **Upgrade Interior Lighting and Exterior/Parking Lot Lighting to LED at 11 Sites**

This scope of work reflects retrofits, upgrades and or replacement of existing lighting fixtures throughout specific City of Manitou Springs Facilities with new LED lighting luminaires as indicated in Schedule B, Attachment C – Lighting Line-by-Line. The lighting upgrades will result in both energy savings and maintenance saving through the following:

- Improved energy performance resulting from the replacement of outdated technologies.
- Better lighting quality due to consistent color temperature (CRI) throughout all the facilities.
- Extended life cycle of new LED products reflective in lamps, drivers and new fixtures.
- Material standardization will eliminate the need to store varying types of lamps.
- Reduction in maintenance to replace failed lighting components.

### **General lighting scope of work:**

- 1) Retrofit and or replacement of 222 of the 390 lighting luminaires audited throughout the 11 facilities and exterior locations defined in the following table and the line-by-line.

| <b>Site Name and Address</b>  | <b>Total Fixtures</b> | <b>Fixtures Retrofitted</b> | <b>Fixtures Not Retrofitted</b> |
|-------------------------------|-----------------------|-----------------------------|---------------------------------|
| <b>Aquatic Center</b>         | 4                     | 3                           | 1                               |
| <b>Commerce Chambers</b>      | 30                    | 1                           | 29                              |
| <b>City Admin/Fire/Gazebo</b> | 144                   | 67                          | 77                              |
| <b>Public Works</b>           | 73                    | 66                          | 7                               |
| <b>WTP</b>                    | 52                    | 38                          | 14                              |
| <b>Mansion Park</b>           | 18                    | 13                          | 5                               |
| <b>Schmichny Parking</b>      | 4                     | 4                           | 0                               |
| <b>Seven Minute Park</b>      | 10                    | 6                           | 4                               |
| <b>Shoshone Springs</b>       | 6                     | 2                           | 4                               |
| <b>Soda Springs Park</b>      | 45                    | 20                          | 25                              |
| <b>Wichita Parking</b>        | 4                     | 2                           | 2                               |
| <b>Total Fixtures</b>         | <b>390</b>            | <b>222</b>                  | <b>168</b>                      |

### **Lighting Clarifications**

- 2) Existing circuitry will be used and is assumed to be in good working order and free of any code violations.
- 3) Pre and post measurements of foot-candles and circuitry amperage on a set number of fixtures and fixture types, per M&V requirements.
- 4) Existing emergency/480V drivers/ballasts will be replaced as indicated in the line-by-line.
- 5) Existing Lenses will be wiped down.
- 6) Re-use existing time clocks associated with existing lighting fixtures.
- 7) Contractor shall be responsible for disposal of lamps and ballast; owner shall be responsible for signing material disposal manifest prior to EPA controlled materials being removed from the project.
- 8) Current basis of design in line-by-line shall be utilization of lighting products manufactured by Green Creative, Keystone and Acuity.
  - a) Where Fluorescent tubes are being replaced with LED tubes: Primarily Type B tubes shall be utilized as defined in Appendix A: Lighting Line-by-Line.
  - b) Full fixtures are being replaced in spaces as indicated on the Appendix A: Lighting Line-by-Line.
- 9) Final lighting products are subject to change based on manufacturer lead time for a comparable product and at the discretion of the Contractor.
- 10) Fixture manufacturer defined in the line-by-line.
- 11) Sockets/tombstones will only be replaced where damaged or not re-usable for new lamps.
- 12) The standard new lighting color temperature shall be 4000k for interior and 5000k for exterior.
- 13) Customer will provide escorts where required to support the project schedule specific to the police department and any additional sensitive or secure locations.
- 14) Lighting upgrade work will be performed during the hours of 8am and 5pm, (M-F)

## Lighting Exclusions

- 15) Lighting fixtures will not be replaced unless specified in scope is excluded. Installation of new fixtures where none exist or removal of existing fixtures as the scope of work is based on current fixture layout 1:1 replacement only.
- 16) Correction of existing wiring or code violation including unforeseen electrical issues is excluded.
- 17) Night/holiday work unless otherwise specified in the scope is excluded.
- 18) Scope assumes adequate access to all working areas and adequate storage space for materials. Costs incurred due to lack of access to required areas or due to access to storage areas to which materials are to be delivered are excluded. Additional labor costs due to restriction of allowable work hours are excluded.
- 19) Additional Lighting Controls or Dimming is excluded.
- 20) Repairs or replacement of existing lighting control system not specified in the scope is excluded.
- 21) Modifications to support mechanisms and housings of fixtures unless specified in scope is excluded.
- 22) Lens replacement is excluded.
- 23) Fluorescent lamp protective sleeves are excluded.
- 24) Fixture protective covers are excluded.
- 25) Switches, twist timers, and breakers will not be replaced.
- 26) Switch plates will not be replaced.
- 27) Electrical wiring except that required for ballast replacement in the fixture.
- 28) Assumes scope is considered as a retrofit and does not need drawings or permitting. Any drawings or permitting fees are excluded.
- 29) Any changes to existing path of emergency egress is excluded including but not limited to installation of dedicated emergency circuits and installation of emergency backup systems, including egress light fixtures and battery packs, outside of scope is excluded.
- 30) Temporary power or temporary lighting is excluded.
- 31) Provide Client training, O&M requirements, and review product warranty.
- 32) Contractor will replace the existing lighting with:
  - a) Exhibit B, Attachment C – Lighting Line – By - Line
  - b) Exhibit B, Attachment D – Lighting No Retrofit List
  - c) Exhibit B, Attachment E – Lighting Material and Fixture Type

## **Window Replacement at City Hall & Memorial Hall**

- 1) Scope of work is to replace twenty (20) windows as referenced in EXHIBIT B, ATTACHMENT B – WINDOW
  - a) Replacement Locations:
    - i) Seventeen (17) windows in Memorial Hall
    - ii) Three (3) windows at two offices in City Hall
  - b) Window Specification as following:
    - i) Vinyl operable sliding window
    - ii) Sliders to be Simonton Daylight-Max Windows Single Slider
    - iii) Standard Glass Options, w/ ProSolar Low E, Argon
    - iv) Color choices will be provided to client for final color selection
    - v) Left open slide.

### **Inclusions**

- 2) Demo of the existing windows frames and componentry
- 3) Inspect the window openings after demolition to assess for any necessary repairs or adjustments before new window installation.
- 4) In Kitchen, relocate switches and outlets including conduit and reinstall adjacent to window.
- 5) Dispose of all debris and old window materials in accordance with local regulations and environmental guidelines.
- 6) Furnish and Installation of new windows and componentry
- 7) Ensure all new windows operate and lock properly.
- 8) Touch up repair and painting where required.
- 9) Provide Client training, O&M requirements, and review product warranty.

### **Window Exclusion and Clarifications**

- 10) Any structural modifications beyond the scope of work is excluded.
- 11) Any unforeseen condition such as wood rot, termites or mold damage repairs are excluded and could impact the installation schedule.
- 12) Final window product selection is subject to change based on manufacturer lead time for a comparable product and at the discretion of the ESCO.
- 13) Window Lighting upgrade work will be performed between the hours of 7am and 5pm, (M-F)
- 14) During the installation of the windows, any activities in the Memorial Hall maybe impacted or inconvenience due to the work taking place. ESCO will coordinate with City to minimize disruptions.

## **IT Scope of work**

- 1) An assessment was completed by contractor's partner. The assessment revealed that several of the existing contracts could be renegotiated or replaced with more competitive and efficient alternatives. Below is a summary of the scope identified to be implemented:
  - a) Internet
    - i) Convert Internet Services at 1000 Water Treatment Plant Road from Lumen 50MB to Granite/Lumen 50MB.
  - b) Wireless
    - i) Convert both Data (Tablets, Laptops & Data Devices) iPhone to Granite Telecom who provides services through Verizon, ATT & T-Mobile.
  - c) Phone System
    - i) Currently the City uses a Cisco phone system that is provided by a third party. Current invoice shows 75 users being billed. Speaking with City Personnel, the user count is high and can be adjusted down by 12 users which is reflected in the comparison. A quote from GoTo Connect, a hosted phone provider that has been successfully used before with other cities in Colorado, includes new handsets and mobile apps for every user.
  - d) Managed IT Services
    - i) Currently the City is invoiced by a third party for multiple IT services. One of these services are subcontracted for help desk, Managed Desktop, Cyber Security, Server Management and Private Cloud. The assessment included sourcing alternative providers for these services. After vetting four different providers a new provider was selected offering the same services at a much lower cost. This scope also includes moving the existing onsite servers to the Microsoft Azure public cloud. This transfer will be a more reliable and robust offering as well as flexibility for moving to other solutions or production offerings.

### **General Construction Exclusion and Clarifications**

- 1) Excludes afterhours, weekend, or holiday work, except where specifically listed within certain scopes of work above. Scope will be completed during normal 8-hour shift between 7am-5pm, Monday thru Friday.
  - a) Note: Due to access requirement and availability of water customers, water meter replacement could take place in the evening and/or on a weekend. Specific work times to be coordinated as the project is scheduled with the water customers.
- 2) Owner shall provide Contractor complete access to the site for installation activities and support of those activities with relocation of vehicles as required while providing suitable laydown area to support installation as shown on conceptual plans.
- 3) Cost escalation of materials due to a delay in the construction schedule resulting from City.
- 4) Excludes the testing or removal and or abatement of any ACM (Asbestos Containing Materials), Lead Containing Materials, or any other hazardous materials. Customer will provide any existing reports and shall conduct testing where required.
- 5) Third party commissioning or commissioning beyond what is included in Schedule Q, or any commissioning of existing systems not identified in this document as included in Scope of Work
- 6) Scope assumes all fire, sprinkler, and alarm systems are up to code. Any modification to these systems is excluded.
- 7) On-site staging areas will be made available by Public Agency for storage of equipment and materials.

## 5. Installation Plan and Schedule

### Preliminary Project Construction Schedule

The below schedule is a preliminary Project schedule which reflects the duration for the total project accounting for completion of final designs including submittal review and permitting, anticipated equipment lead-times and the implementation of construction installation activities and seasonal coordination. Construction schedule updates will be periodically provided throughout the construction phase and shall reflect Contractor's best estimate. This is under the assumption that RFIs and submittals will be responded to by Customer and will be completed within 7 calendar days.

| Task Name                                                 | % Compl | Duration | Start        | Finish       | Qtr 2, 2025 |     |     |     |     |     |     |     |     |     |     |     | Qtr 3, 2025 |     |     |     | Qtr 4, 2025 |     |     |     | Qtr 1, 2026 |     |     |     | Qtr 2, 2026 |     |     |
|-----------------------------------------------------------|---------|----------|--------------|--------------|-------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|-----|-----|-----|-------------|-----|-----|-----|-------------|-----|-----|-----|-------------|-----|-----|
|                                                           |         |          |              |              | Mar         | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar         | Apr | May | Jun | Jul         | Aug | Sep | Oct | Nov         | Dec | Jan | Feb | Mar         | Apr | May |
| PC23P0016 Manitou Springs - Construction Project Schedule | 0%      | 264 days | Tue 5/20/25  | Thu 5/28/26  |             |     |     |     |     |     |     |     |     |     |     |     |             |     |     |     |             |     |     |     |             |     |     |     |             |     |     |
| Administrative                                            | 0%      | 22 days  | Tue 5/20/25  | Wed 6/18/25  |             |     |     |     |     |     |     |     |     |     |     |     |             |     |     |     |             |     |     |     |             |     |     |     |             |     |     |
| Lighting - Interior and Exterior                          | 0%      | 168 days | Wed 5/28/25  | Thu 1/22/26  |             |     |     |     |     |     |     |     |     |     |     |     |             |     |     |     |             |     |     |     |             |     |     |     |             |     |     |
| Pre Planning                                              | 0%      | 121 days | Wed 5/28/25  | Wed 11/12/25 |             |     |     |     |     |     |     |     |     |     |     |     |             |     |     |     |             |     |     |     |             |     |     |     |             |     |     |
| Implementation of Lighting                                | 0%      | 27 days  | Thu 11/13/25 | Wed 12/24/25 |             |     |     |     |     |     |     |     |     |     |     |     |             |     |     |     |             |     |     |     |             |     |     |     |             |     |     |
| Closeout                                                  | 0%      | 20 days  | Thu 12/25/25 | Thu 1/22/26  |             |     |     |     |     |     |     |     |     |     |     |     |             |     |     |     |             |     |     |     |             |     |     |     |             |     |     |
| Mechanical                                                | 0%      | 139 days | Fri 6/6/25   | Tue 12/23/25 |             |     |     |     |     |     |     |     |     |     |     |     |             |     |     |     |             |     |     |     |             |     |     |     |             |     |     |
| Pre Construction Tasks and Development                    | 0%      | 96 days  | Fri 6/6/25   | Mon 10/20/25 |             |     |     |     |     |     |     |     |     |     |     |     |             |     |     |     |             |     |     |     |             |     |     |     |             |     |     |
| Construction (all sites retrofit and install)             | 0%      | 43 days  | Tue 10/21/25 | Tue 12/23/25 |             |     |     |     |     |     |     |     |     |     |     |     |             |     |     |     |             |     |     |     |             |     |     |     |             |     |     |
| Domestic - Water Meters                                   | 0%      | 240 days | Tue 5/27/25  | Mon 5/4/26   |             |     |     |     |     |     |     |     |     |     |     |     |             |     |     |     |             |     |     |     |             |     |     |     |             |     |     |
| Pre Construction Tasks and Development                    | 0%      | 64 days  | Tue 5/27/25  | Mon 8/25/25  |             |     |     |     |     |     |     |     |     |     |     |     |             |     |     |     |             |     |     |     |             |     |     |     |             |     |     |
| Construction (all water meters, except irrigation)        | 0%      | 176 days | Tue 8/26/25  | Mon 5/4/26   |             |     |     |     |     |     |     |     |     |     |     |     |             |     |     |     |             |     |     |     |             |     |     |     |             |     |     |
| Project Closeout                                          | 0%      | 18 days  | Mon 5/4/26   | Thu 5/28/26  |             |     |     |     |     |     |     |     |     |     |     |     |             |     |     |     |             |     |     |     |             |     |     |     |             |     |     |

**EXHIBIT B, ATTACHMENT A – PRELIMINARY MECHANICAL SITE PLAN**

New VRF System for Memorial Hall  
Manufacturer: Trane/Mitsubishi  
Model: TURYH240



Proposed Type of Exterior Materials:

Concrete pad and fencing around new HVAC equipment

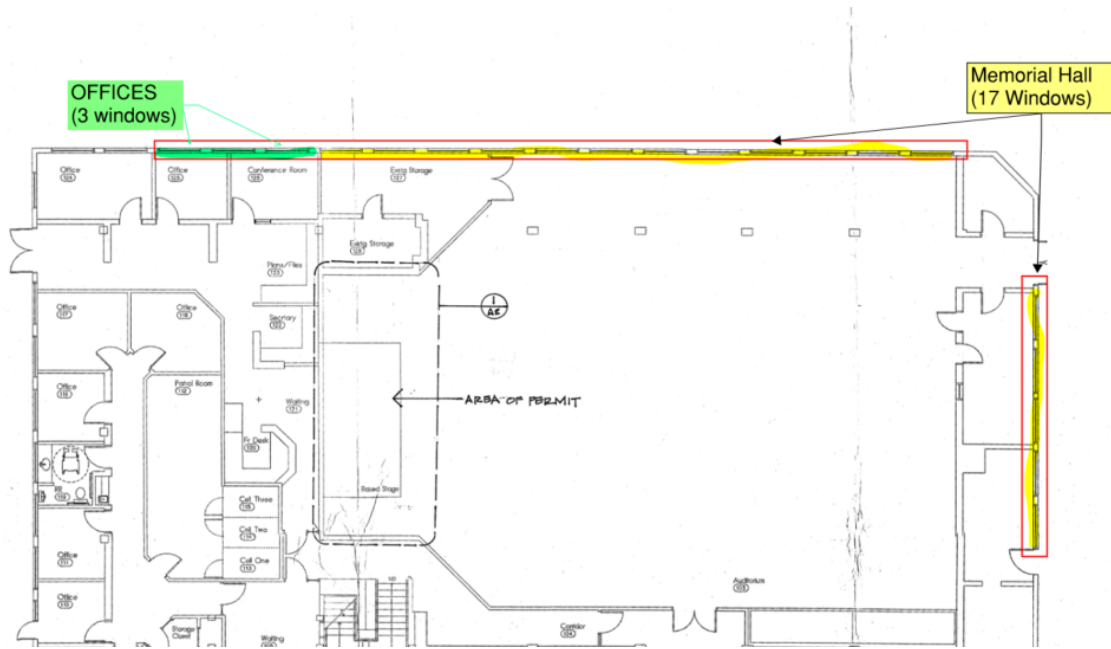


Proposed Fencing



HVAC Unit

## EXHIBIT B, ATTACHMENT B – WINDOW REPLACEMENT LOCATIONS



**Exhibit B, Attachment C – Lighting Line – By - Line**

**ENVOCORE Lighting Solutions**  
**Room-by-Room**

**Scope Selection**

Option 3

|           |  |     |
|-----------|--|-----|
| Subtotals |  | 391 |
| Totals    |  | 391 |

| ID No. | Interior/Exterior | Facility Name              | Location in Facility | Room Type                 | Lighting Code (Existing System) | Fixture Code (Existing System) | Quantity of Luminaires (Existing System) | Active Option Lighting Code (Upgraded System) | Quantity of Luminaires (Upgraded System) |
|--------|-------------------|----------------------------|----------------------|---------------------------|---------------------------------|--------------------------------|------------------------------------------|-----------------------------------------------|------------------------------------------|
| 1      | Interior          | Aquatic Center             | Floor 01             | Gymnasium/All areas LED   | ALREADY LED                     | ALREADY LED                    | 1 ZZ DD                                  |                                               | 1                                        |
| 2      | Interior          | Aquatic Center             | Floor 02             | Storage                   | FLUBPT8L4/32/4-EIN              | S-8ftL-CE-FLSH-NRW             | 1 LED R 4LT8                             |                                               | 1                                        |
| 3      | Interior          | Aquatic Center             | Floor 02             | Restroom Private          | CFSISPR/18/1                    | DECO-CE                        | 1 LED R 10KIT9"-FAO-[16                  |                                               | 1                                        |
| 4      | Interior          | Aquatic Center             | Floor 02             | Office <= 250 SqFt        | FLUBPT8L4/32/4-EIN              | L-2ftX4ft-CE-RCSD              | 1 LED RB 34KIT-2X4                       |                                               | 1                                        |
| 5      | Interior          | Chamber of Commerce        | Floor 01             | Office Open Plan          | LEDNBFXT/13/1-DRV               | C-6-CE-VERT                    | 8 ZZ DD                                  |                                               | 8                                        |
| 6      | Interior          | Chamber of Commerce        | Floor 01             | Conference Meeting        | LEDNBFXT/13/1-DRV               | C-6-CE-VERT                    | 2 ZZ DD                                  |                                               | 2                                        |
| 7      | Interior          | Chamber of Commerce        | Floor 01             | Office <= 250 SqFt        | LEDNBFXT/13/1-DRV               | C-6-CE-VERT                    | 4 ZZ DD                                  |                                               | 4                                        |
| 8      | Interior          | Chamber of Commerce        | Floor 01             | Office <= 250 SqFt        | LEDNBFXT/13/1-DRV               | C-6-CE-VERT                    | 6 ZZ DD                                  |                                               | 6                                        |
| 9      | Interior          | Chamber of Commerce        | Floor 01             | Reception,                | LEDNBFXT/13/1-DRV               | C-6-CE-VERT                    | 6 ZZ DD                                  |                                               | 6                                        |
| 10     | Interior          | Chamber of Commerce        | Floor 01             | Restroom Private          | LEDNBFXT/18/1-DRV               | DECO-CE                        | 1 ZZ DD                                  |                                               | 1                                        |
| 11     | Interior          | Chamber of Commerce        | Floor 01             | Restroom Private          | LEDNBFXT/18/1-DRV               | DECO-CE                        | 1 ZZ DD                                  |                                               | 1                                        |
| 12     | Exterior          | Chamber of Commerce        | Exterior             | Building Perimeter        | INCSIP38/100/2                  | FL-CM-FLSH-VERT                | 1 LED N 2-25FL-CM-PC                     |                                               | 1                                        |
| 13     | Exterior          | Chamber of Commerce        | Exterior             | Building Perimeter        | LEDISA/8/1                      | DECO-WM-FLSH                   | 1 ZZ DD                                  |                                               | 1                                        |
| 14     | Interior          | City Hall & Police Station | POLICE SIDE ALREADY  | POLICE SIDE ALREADY LED   | ALREADY LED                     | ALREADY LED                    | 1 ZZ DD                                  |                                               | 1                                        |
| 15     | Interior          | City Hall & Police Station | Floor 01             | Office Open Plan          | FLUBPT12L4/40/4-MS              | WW-4ftL-CE-FLSH                | 2 LED R 4LT8                             |                                               | 2                                        |
| 16     | Interior          | City Hall & Police Station | Floor 01             | Vault                     | LEDBPT8L4/18/2-FBD              | WW-4ftL-CE-FLSH                | 1 ZZ DD                                  |                                               | 1                                        |
| 17     | Interior          | City Hall & Police Station | Floor 01             | Office <= 250 SqFt        | FLUBPT8L4/32/2-EIN              | WW-4ftL-CE-FLSH                | 1 LED R 2LT8                             |                                               | 1                                        |
| 18     | Interior          | City Hall & Police Station | Floor 01             | Office <= 250 SqFt        | FLUBPT8L4/32/2-EIN              | WW-4ftL-CE-FLSH                | 1 LED R 2LT8                             |                                               | 1                                        |
| 19     | Interior          | City Hall & Police Station | Floor 01             | Copy                      | FLUBPT8L4/32/4-EIN              | L-2ftX2ft-CE-RCSD              | 2 LED RB 34KIT-2X4                       |                                               | 2                                        |
| 20     | Interior          | City Hall & Police Station | Floor 01             | Hallway                   | CF4PMT/26/2-E                   | C-6-CE-HZ                      | 4 LED R 25C6"-FAO-[2000                  |                                               | 4                                        |
| 21     | Interior          | City Hall & Police Station | Floor 01             | Restroom                  | CF4PMT/26/2-E                   | C-6-CE-HZ                      | 2 LED R 25C6"-FAO-[2000                  |                                               | 2                                        |
| 22     | Interior          | City Hall & Police Station | Floor 01             | Restroom                  | CF4PMT/26/2-E                   | C-6-CE-HZ-BB                   | 1 LED R 25C6"-BB-FAO-[2                  |                                               | 1                                        |
| 23     | Interior          | City Hall & Police Station | Floor 01             | Restroom                  | LEDISA/8/1                      | DECO-WM-FLSH                   | 6 ZZ DD                                  |                                               | 6                                        |
| 24     | Interior          | City Hall & Police Station | Floor 01             | Restroom                  | LEDISA/8/1                      | DECO-WM-FLSH                   | 4 ZZ DD                                  |                                               | 4                                        |
| 25     | Interior          | City Hall & Police Station | Floor 01             | Restroom                  | CF4PMT/26/2-E                   | C-6-CE-HZ                      | 3 LED R 25C6"-FAO-[2000                  |                                               | 3                                        |
| 26     | Interior          | City Hall & Police Station | Floor 01             | Conference Meeting        | FLUBPT12L4/40/4-MS              | L-2ftX4ft-CE-RCSD              | 2 LED RB 34KIT-2X4                       |                                               | 2                                        |
| 27     | Interior          | City Hall & Police Station | Floor 01             | Conference Meeting        | EXLED                           | EXIT-GRN-BB                    | 2 ZZ DD                                  |                                               | 2                                        |
| 28     | Interior          | City Hall & Police Station | Floor 01             | Conference Meeting        | HALSIP20/50/3                   | TRK-CE-FLSH                    | 2 LED 3-7R20                             |                                               | 2                                        |
| 29     | Interior          | City Hall & Police Station | Floor 01             | Storage                   | FLUBPT12L4/40/2-MS              | L-2ftX4ft-CE-RCSD              | 2 LED RB 23KIT-2X4                       |                                               | 2                                        |
| 30     | Interior          | City Hall & Police Station | Floor 01             | Storage                   | INCSIA/60W/1                    | PS-CE-FLSH-VERT                | 2 LED 9A                                 |                                               | 2                                        |
| 31     | Interior          | City Hall & Police Station | Floor 01             | Kitchen Food Prep         | FLUBPT12L4/40/4-MS              | WW-4ftL-CE-PEN                 | 2 LED R 4LT8                             |                                               | 2                                        |
| 32     | Interior          | City Hall & Police Station | Floor 01             | Storage                   | INCSIA/60W/1                    | PS-CE-FLSH-VERT                | 1 LED 9A                                 |                                               | 1                                        |
| 33     | Interior          | City Hall & Police Station | Floor 01             | Lobby Main Entry          | LEDISA/8/3                      | DECO-CE-PEN                    | 3 ZZ DD                                  |                                               | 3                                        |
| 34     | Interior          | City Hall & Police Station | Floor 01             | Office <= 250 SqFt        | LEDISA/8/4                      | FAN-FLSH-DECO                  | 1 ZZ DD                                  |                                               | 1                                        |
| 35     | Interior          | City Hall & Police Station | Floor 01             | Office <= 250 SqFt        | LEDISA/8/4                      | FAN-FLSH-DECO                  | 1 ZZ DD                                  |                                               | 1                                        |
| 36     | Interior          | City Hall & Police Station | Floor 01             | Office Open Plan          | LEDISA/8/DIM/1                  | DECO-CE-PEN-DIM                | 6 ZZ DD                                  |                                               | 6                                        |
| 37     | Interior          | City Hall & Police Station | Floor 01             | Office Open Plan          | EXLED                           | EXIT-GRN-BB-EM                 | 1 ZZ DD                                  |                                               | 1                                        |
| 38     | Interior          | City Hall & Police Station | Floor 01             | Conference Meeting        | LEDISA/8/DIM/2                  | DECO-CE-DIM                    | 2 ZZ DD                                  |                                               | 2                                        |
| 39     | Interior          | City Hall & Police Station | Floor 01             | Office <= 250 SqFt        | LEDISA/8/DIM/3                  | DECO-CE-DIM                    | 2 ZZ DD                                  |                                               | 2                                        |
| 40     | Interior          | City Hall & Police Station | Floor 01             | Office <= 250 SqFt        | LEDISA/8/DIM/4                  | DECO-CE-DIM                    | 2 ZZ DD                                  |                                               | 2                                        |
| 41     | Interior          | City Hall & Police Station | Floor 01             | Reception,                | LEDISA/8/DIM/5                  | DECO-CE-PEN-DIM                | 2 ZZ DD                                  |                                               | 2                                        |
| 42     | Interior          | City Hall & Police Station | Floor 01             | Hallway                   | FLUBPT12L4/40/2D2-MS            | L-2ftX4ft-CE-RCSD              | 6 LED RB 29KIT-2X4                       |                                               | 6                                        |
| 43     | Interior          | City Hall & Police Station | Floor 01             | Office <= 250 SqFt        | LEDISA/8/2                      | DECO-CE                        | 2 ZZ DD                                  |                                               | 2                                        |
| 44     | Interior          | City Hall & Police Station | Floor 01             | Office <= 250 SqFt        | LEDBPT8L4/14/2                  | W-4ftL-CE-FLSH                 | 2 LED R 2LT8-LED                         |                                               | 2                                        |
| 45     | Interior          | City Hall & Police Station | Floor 01             | Office <= 250 SqFt        | LEDBPT8L4/18/2-FBD              | W-4ftL-CE-FLSH                 | 2 LED R 2LT8                             |                                               | 2                                        |
| 46     | Interior          | City Hall & Police Station | Floor 01             | Office <= 250 SqFt        | LEDISIR30/12/DIM/4              | TRK-CE-FLSH-DIM                | 2 ZZ DD                                  |                                               | 2                                        |
| 47     | Interior          | City Hall & Police Station | Floor 01             | Hallway                   | LEDISA/8/2                      | DECO-CE                        | 8 ZZ DD                                  |                                               | 8                                        |
| 48     | Interior          | City Hall & Police Station | Floor 01             | Hallway                   | EXLED                           | EXIT-GRN-BB                    | 2 ZZ DD                                  |                                               | 2                                        |
| 49     | Interior          | City Hall & Police Station | Floor 01             | Conference Meeting        | LEDISP20/9/DIM/1                | C-6-CE-VERT-DIM                | 4 LED R 9C6"-DIM-FAO-[                   |                                               | 4                                        |
| 50     | Interior          | City Hall & Police Station | Floor 01             | Office <= 250 SqFt        | LEDISP20/9/DIM/1                | C-6-CE-VERT-DIM                | 4 LED R 9C6"-DIM-FAO-[                   |                                               | 4                                        |
| 51     | Interior          | City Hall & Police Station | Floor 01             | Office <= 250 SqFt        | LEDISP20/9/DIM/1                | C-6-CE-VERT-DIM                | 2 LED R 9C6"-DIM-FAO-[                   |                                               | 2                                        |
| 52     | Interior          | City Hall & Police Station | Floor 01             | Office <= 250 SqFt        | LEDISP20/9/DIM/1                | C-6-CE-VERT-DIM                | 2 LED R 9C6"-DIM-FAO-[                   |                                               | 2                                        |
| 53     | Interior          | City Hall & Police Station | Floor 01             | Kitchenette Small Kitchen | LEDISP20/9/DIM/1                | C-6-CE-VERT-DIM                | 2 LED R 9C6"-DIM-FAO-[                   |                                               | 2                                        |
| 54     | Interior          | City Hall & Police Station | Floor 01             | File                      | LEDISP20/9/DIM/1                | C-6-CE-VERT-DIM                | 5 LED R 9C6"-DIM-FAO-[                   |                                               | 5                                        |
| 55     | Interior          | City Hall & Police Station | Floor 01             | Storage                   | LEDNBFXT/30/1                   | W-4ftL-CE-FLSH                 | 1 ZZ DD                                  |                                               | 1                                        |
| 56     | Interior          | City Hall & Police Station | Floor 01             | Storage                   | LEDBPT8L4/14/2                  | L-2ftX4ft-CE-RCSD              | 1 LED RB 23KIT-2X4                       |                                               | 1                                        |
| 57     | Interior          | City Hall & Police Station | Floor 01             | Storage                   | LEDISA/8/1                      | PS-WM-FLSH-HZ                  | 1 ZZ DD                                  |                                               | 1                                        |
| 58     | Interior          | City Hall & Police Station | Floor 01             | Restroom                  | CF2PMT/13/2-MS                  | B-1ftX1ft-CE-FLSH-CLEAR-TAN    | 2 LED R 16KIT9"-FAO-[16                  |                                               | 2                                        |
| 59     | Interior          | City Hall & Police Station | Floor 01             | Restroom                  | CF2PMT/13/2-MS                  | B-1ftX1ft-CE-FLSH-CLEAR-TAN    | 2 LED R 16KIT9"-FAO-[16                  |                                               | 2                                        |
| 60     | Interior          | City Hall & Police Station | Floor 01             | Restroom                  | LEDISA/8/2                      | DECO-CE                        | 1 ZZ DD                                  |                                               | 1                                        |
| 61     | Interior          | City Hall & Police Station | Floor 02             | Mechanical                | LEDISA/8/1                      | PS-CE-FLSH-VERT                | 2 ZZ DD                                  |                                               | 2                                        |
| 62     | Interior          | City Hall & Police Station | Floor 02             | Storage                   | LEDISA/10/3                     | PS-CE-FLSH-VERT                | 2 ZZ DD                                  |                                               | 2                                        |
| 63     | Interior          | City Hall & Police Station | Floor 02             | Storage                   | FLUBPT8L4/32/2-EIN              | W-4ftL-CE-FLSH-NRW             | 1 LED R 2LT8                             |                                               | 1                                        |
| 64     | Interior          | City Hall & Police Station | Floor 02             | Communication Server      | FLUBPT8L4/32/4-EIN              | L-2ftX4ft-CE-RCSD              | 1 LED RB 34KIT-2X4                       |                                               | 1                                        |
| 65     | Interior          | City Hall & Police Station | Floor 02             | Restroom/Locker           | LEDNBFXT/20/1-DRV               | LFP-2X2-BLANK                  | 4 ZZ DD                                  |                                               | 4                                        |
| 66     | Interior          | City Hall & Police Station | Floor 02             | Storage                   | LEDNBFXT/20/1-DRV               | LFP-2X2-BLANK                  | 1 ZZ DD                                  |                                               | 1                                        |
| 67     | Interior          | City Hall & Police Station | Floor 02             | Restroom/Locker           | LEDNBFXT/20/1-DRV               | LFP-2X2-BLANK                  | 3 ZZ DD                                  |                                               | 3                                        |
| 68     | Interior          | City Hall & Police Station | Floor 02             | Hallway                   | LEDNBFXT/20/1-DRV               | LFP-2X2-BLANK                  | 4 ZZ DD                                  |                                               | 4                                        |
| 69     | Interior          | City Hall & Police Station | Floor 02             | Mechanical                | LEDISA/8/1                      | PS-WM-FLSH-HZ                  | 3 ZZ DD                                  |                                               | 3                                        |
| 70     | Interior          | City Hall & Police Station | Floor 02             | Storage                   | FLUBPT8L4/32/4-EIN              | L-2ftX4ft-CE-RCSD              | 2 LED RB 34KIT-2X4                       |                                               | 2                                        |
| 71     | Interior          | City Hall & Police Station | Floor 02             | Hallway                   | LEDNBFXT/20/1-DRV               | LFP-2X2-BLANK                  | 2 ZZ DD                                  |                                               | 2                                        |
| 72     | Interior          | City Hall & Police Station | Floor 02             | Hallway                   | EXLED                           | EXIT-GRN-BB                    | 1 ZZ DD                                  |                                               | 1                                        |
| 73     | Exterior          | City Hall & Police Station | Exterior             | Building Perimeter        | LEDISA/8/1                      | JJ-WM-FLSH-HZ                  | 2 ZZ DD                                  |                                               | 2                                        |
| 74     | Exterior          | City Hall & Police Station | Exterior             | Building Perimeter        | HALRSCD/100/1                   | FL-WM-FLSH-HZ-PC               | 1 LED N 2-25FL-CM-PC                     |                                               | 1                                        |
| 75     | Exterior          | City Hall & Police Station | Exterior             | Building Perimeter        | MVSIMED/175/1-MS                | BY-WM-GSM-GRY-PC               | 1 LED N 45BY-PC                          |                                               | 1                                        |
| 76     | Interior          | Fire Department            | ALL                  | ALL                       | ALREADY LED                     | ALREADY LED                    | 1 ZZ DD                                  |                                               | 1                                        |
| 77     | Exterior          | Gazebo                     | ALL                  | ALL                       | ALREADY LED                     | ALREADY LED                    | 1 ZZ DD                                  |                                               | 1                                        |
| 78     | Interior          | Mansion Park               | Floor 01             | Storage                   | LEDISA/8/1                      | PS-CE-FLSH-VERT                | 5 ZZ DD                                  |                                               | 5                                        |
| 79     | Exterior          | Mansion Park               | Exterior             | Canopy                    | LEDISP38/17/2                   | FL-CM-FLSH-VERT                | 13 LED N 2-25FL-CM-PC                    |                                               | 13                                       |
| 80     | Exterior          | Memorial Park              | ALL                  | ALL                       | NO EXISTING LIGHTING            | NO EXISTING LIGHTING           | 1 ZZ DD                                  |                                               | 1                                        |
| 81     | Interior          | Public Works               | BUILDING B           | ALL                       | ALREADY LED                     | ALREADY LED                    | 1 ZZ DD                                  |                                               | 1                                        |
| 82     | Interior          | Public Works               | Floor 01             | Shop                      | FLUBPT12L8/60/2-MS              | S-8ftL-CE-PEN                  | 6 LED R 2LT8T8                           |                                               | 6                                        |
| 83     | Interior          | Public Works               | Floor 01             | Office <= 250 SqFt        | LEDISA/8/2                      | DECO-CE                        | 3 ZZ DD                                  |                                               | 3                                        |
| 84     | Interior          | Public Works               | Floor 01             | Office <= 250 SqFt        | LEDISA/8/3                      | DECO-CE                        | 1 ZZ DD                                  |                                               | 1                                        |
| 85     | Interior          | Public Works               | Floor 01             | Office <= 250 SqFt        | CFSIR40/23/1                    | TRK-CE-FLSH                    | 1 LED 11BR40                             |                                               | 1                                        |
| 86     | Interior          | Public Works               | 1 Bldg C             | Warehouse                 | FLUBPT12L4/40/4-MS              | S-8ftL-CE-PEN-TAN              | 56 LED R 4LT8-LIFT                       |                                               | 56                                       |
| 87     | Interior          | Public Works               | 1 Bldg C             | Warehouse                 | LEDNBFXT/65/1-DRV               | WPK-WM-FLSH-HZ                 | 2 ZZ DD                                  |                                               | 2                                        |
| 88     | Interior          | Public Works               | 1 Bldg C             | Shop                      | FLUBPT12L4/40/2-MS              | L-2ftX4ft-CE-PEN               | 3 LED RB 23KIT-2X4                       |                                               | 3                                        |
| 89     | Exterior          | Schmichny Parking          | Exterior             | Parking Lot               | HPSIED/100/1-MS                 | DECO-PM-AM-A91-MTL-HZ-B        | 4 LED R 30CC                             |                                               | 4                                        |
| 90     | Exterior          | Seven Minute Park          | Floor 01             | Canopy                    | LEDNBFXT/18/1                   | WPK-WM-FLSH-HZ                 | 4 ZZ DD                                  |                                               | 4                                        |

**ENVOCORE Lighting Solutions**  
**Room-by-Room**

**Scope Selection**

Option 3

|           |  |     |
|-----------|--|-----|
| Subtotals |  | 391 |
| Totals    |  | 391 |

| ID No. | Interior/Exterior | Facility Name     | Location in Facility | Room Type            | Lighting Code (Existing System) | Fixture Code (Existing System) | Quantity of Luminaires (Existing System) | Active Option Lighting Code (Upgraded System) | Quantity of Luminaires (Upgraded System) |
|--------|-------------------|-------------------|----------------------|----------------------|---------------------------------|--------------------------------|------------------------------------------|-----------------------------------------------|------------------------------------------|
| 91     | Exterior          | Seven Minute Park | Floor 01             | Canopy               | INCSIA/60/1                     | DECO-CE-PEN                    | 1                                        | LED 9A                                        | 1                                        |
| 92     | Exterior          | Seven Minute Park | Floor 01             | Area Lighting        | MVSIMED/100/1-MS                | PTAC-PM-SF-FBG-VERT-GRN        | 5                                        | LED R 30CC                                    | 5                                        |
| 93     | Exterior          | Shoshone Springs  | Exterior             | Landscape            | INCPAR38/75/1                   | CL-GRND-GRND-VERT-GRY          | 4                                        | ZZ DD                                         | 4                                        |
| 94     | Interior          | Shoshone Springs  | Floor 01             | Storage              | CFSIR20/14/1                    | TRK-CE-FLSH                    | 2                                        | LED R 7R20                                    | 2                                        |
| 95     | Exterior          | Soda Springs Park | Exterior             | Banquet Hall         | LEDISA/10/1                     | SRC-1X1-CE-HZ-MISSING COV      | 3                                        | LED N 25CAN                                   | 3                                        |
| 96     | Exterior          | Soda Springs Park | Exterior             | Banquet Hall         | INCSIP38/65/1                   | FL-CE-FLSH-VERT                | 2                                        | LED N 2-25FL-CM-PC                            | 2                                        |
| 97     | Exterior          | Soda Springs Park | Exterior             | Banquet Hall         | LEDISA/18/1                     | JI-CE-FLSH-VERT                | 9                                        | ZZ DD                                         | 9                                        |
| 98     | Exterior          | Soda Springs Park | Exterior             | Banquet Hall         | LEDISP38/17/2                   | FL-WM-FLSH-HZ                  | 6                                        | LED N 2-25FL-CM-PC                            | 6                                        |
| 99     | Interior          | Soda Springs Park | Floor 01             | Storage              | LEDISA/8/1                      | PS-CE-FLSH-VERT                | 4                                        | ZZ DD                                         | 4                                        |
| 100    | Exterior          | Soda Springs Park | Exterior             | Building Perimeter   | LEDISA/10/1                     | DECO-WM-FLSH                   | 1                                        | ZZ DD                                         | 1                                        |
| 101    | Exterior          | Soda Springs Park | Exterior             | Building Perimeter   | LEDISP38/17/2                   | FL-CE-FLSH-VERT                | 6                                        | LED N 2-25FL-CM-PC                            | 6                                        |
| 102    | Exterior          | Soda Springs Park | Exterior             | Building Perimeter   | CFSIR30/23/2                    | FL-CE-FLSH-VERT                | 2                                        | LED 2-11BR40                                  | 2                                        |
| 103    | Interior          | Soda Springs Park | Floor 01             | Restroom             | LEDISA/8/2                      | DECO-CE                        | 6                                        | ZZ DD                                         | 6                                        |
| 104    | Interior          | Soda Springs Park | Floor 01             | Mechanical           | FLUSPT12L8/75/2-MS              | S-8ftL-CE-FLSH                 | 1                                        | LED R 2L8'T8                                  | 1                                        |
| 105    | Interior          | Soda Springs Park | Floor 01             | Mechanical           | LEDISA/8/2                      | DECO-CE                        | 1                                        | ZZ DD                                         | 1                                        |
| 106    | Exterior          | Soda Springs Park | Exterior             | Building Perimeter   | LEDNBFXT/18/1                   | WPK-WM-FLSH-HZ                 | 4                                        | ZZ DD                                         | 4                                        |
| 107    | Interior          | Water Treatment   | Floor 01             | Mechanical           | INDNBCIRC/150/1                 | HB-20INCH DIAMETER-EYEHD       | 8                                        | LED N 135HB-RND-OS-                           | 8                                        |
| 108    | Interior          | Water Treatment   | Floor 01             | Mechanical           | LEDISICOB/18/1                  | WPK-WM-FLSH-HZ                 | 1                                        | ZZ DD                                         | 1                                        |
| 109    | Interior          | Water Treatment   | Floor 01             | Mechanical           | LEDBPT8L4/15/2-DW               | WWP-4ftL-CE-FLSH-HARD          | 3                                        | LED R 2LT8-HARD-LED                           | 3                                        |
| 110    | Interior          | Water Treatment   | Floor 01             | Mechanical           | LEDBPT8L4/15/2-DW               | WWP-4ftL-CE-FLSH-HARD          | 6                                        | LED R 2LT8-HARD-LED                           | 6                                        |
| 111    | Interior          | Water Treatment   | Floor 01             | Lab Scientific       | LEDBPT8L4/15/2-DW               | WWP-4ftL-CE-FLSH-HARD          | 2                                        | LED R 2LT8-HARD-LED                           | 2                                        |
| 112    | Interior          | Water Treatment   | Floor 01             | Mechanical           | LEDBPT8L4/15/2-DW               | I-4ftL-CE-FLSH-LENS            | 4                                        | LED R 2LT8-LED                                | 4                                        |
| 113    | Interior          | Water Treatment   | Floor 01             | Storage              | LEDBPT8L4/15/2-DW               | WWP-4ftL-CE-FLSH-HARD          | 4                                        | LED R 2LT8-HARD-LED                           | 4                                        |
| 114    | Interior          | Water Treatment   | Floor 01             | Storage              | LEDNBFXT/26/1                   | FL-WM-FLSH-HZ                  | 5                                        | ZZ DD                                         | 5                                        |
| 115    | Interior          | Water Treatment   | Floor 01             | Storage              | FLUBPT12L4/40/4-MS              | WW-4ftL-CE-FLSH                | 6                                        | LED R 4LT8                                    | 6                                        |
| 116    | Interior          | Water Treatment   | Floor 02             | Lab Scientific       | LEDBPT8L4/15/1D3-DW             | L-2ftX4ft-CE-RCSD              | 2                                        | LED RB 29KIT-2X4                              | 2                                        |
| 117    | Interior          | Water Treatment   | Floor 02             | Lab Scientific       | LEDBPT8U6/13/1                  | L-2ftX2ft-CE-RCSD              | 4                                        | ZZ DD                                         | 4                                        |
| 118    | Interior          | Water Treatment   | Floor 02             | Office <= 250 SqFt   | LEDISA/8/4                      | L-2ftX4ft-CE-RCSD              | 4                                        | ZZ DD                                         | 4                                        |
| 119    | Interior          | Water Treatment   | Floor 02             | Restroom             | LEDBPT8L4/15/2-DW               | WW-4ftL-CE-PEN                 | 1                                        | LED R 2LT8-LED                                | 1                                        |
| 120    | Interior          | Water Treatment   | Floor 02             | Electrical Telephone | LEDBPT8L4/15/4-DW               | WW-4ftL-CE-PEN-BKLNS           | 2                                        | LED R 4LT8-LED                                | 2                                        |
| 121    | Interior          | Wichita Parking   | Floor 01             | Restroom             | LEDNBFXT/30/1                   | LFP-2X4-FLUSH                  | 1                                        | ZZ DD                                         | 1                                        |
| 122    | Interior          | Wichita Parking   | Floor 01             | Restroom             | LEDNBFXT/30/1                   | LFP-2X4-FLUSH                  | 1                                        | ZZ DD                                         | 1                                        |
| 123    | Exterior          | Wichita Parking   | Exterior             | Building Perimeter   | MVSIMED/175/1-MS                | BY-WM-GSM-GRY-PC               | 2                                        | LED N 45BY-PC                                 | 2                                        |

**Exhibit B, Attachment D – Lighting No Retrofit List**

**ENVOCORE Lighting Solutions**  
**Room-by-Room**

**Scope Selection**

Option 3

|           |  |  |
|-----------|--|--|
| Subtotals |  |  |
| Totals    |  |  |

| ID No. | Interior/Exterior | Facility Name              | Location in Facility | Room Type               | Lighting Code (Existing System) | Fixture Code (Existing System) | Quantity of Luminaires (Existing System) | Active Option Lighting Code (Upgraded System) | Quantity of Luminaires (Upgraded System) |
|--------|-------------------|----------------------------|----------------------|-------------------------|---------------------------------|--------------------------------|------------------------------------------|-----------------------------------------------|------------------------------------------|
| 1      | Interior          | Aquatic Center             | Floor 01             | Gymnasium/All areas LED | ALREADY LED                     | ALREADY LED                    | 1 ZZ DD                                  |                                               | 1                                        |
| 5      | Interior          | Chamber of Commerce        | Floor 01             | Office Open Plan        | LEDNBFXT/13/1-DRV               | C-6-CE-VERT                    | 8 ZZ DD                                  |                                               | 8                                        |
| 6      | Interior          | Chamber of Commerce        | Floor 01             | Conference Meeting      | LEDNBFXT/13/1-DRV               | C-6-CE-VERT                    | 2 ZZ DD                                  |                                               | 2                                        |
| 7      | Interior          | Chamber of Commerce        | Floor 01             | Office <= 250 SqFt      | LEDNBFXT/13/1-DRV               | C-6-CE-VERT                    | 4 ZZ DD                                  |                                               | 4                                        |
| 8      | Interior          | Chamber of Commerce        | Floor 01             | Office <= 250 SqFt      | LEDNBFXT/13/1-DRV               | C-6-CE-VERT                    | 6 ZZ DD                                  |                                               | 6                                        |
| 9      | Interior          | Chamber of Commerce        | Floor 01             | Reception,              | LEDNBFXT/13/1-DRV               | C-6-CE-VERT                    | 6 ZZ DD                                  |                                               | 6                                        |
| 10     | Interior          | Chamber of Commerce        | Floor 01             | Restroom Private        | LEDNBFXT/18/1-DRV               | DECO-CE                        | 1 ZZ DD                                  |                                               | 1                                        |
| 11     | Interior          | Chamber of Commerce        | Floor 01             | Restroom Private        | LEDNBFXT/18/1-DRV               | DECO-CE                        | 1 ZZ DD                                  |                                               | 1                                        |
| 13     | Exterior          | Chamber of Commerce        | Exterior             | Building Perimeter      | LEDSEA/8/1                      | DECO-WM-FLSH                   | 1 ZZ DD                                  |                                               | 1                                        |
| 14     | Interior          | City Hall & Police Station | POLICE SIDE ALREADY  | POLICE SIDE ALREADY LED | ALREADY LED                     | ALREADY LED                    | 1 ZZ DD                                  |                                               | 1                                        |
| 16     | Interior          | City Hall & Police Station | Floor 01             | Vault                   | LEDBPT8L/18/2-FBD               | WW-4FL-CE-FLSH                 | 1 ZZ DD                                  |                                               | 1                                        |
| 23     | Interior          | City Hall & Police Station | Floor 01             | Restroom                | LEDSEA/8/1                      | DECO-WM-FLSH                   | 6 ZZ DD                                  |                                               | 6                                        |
| 24     | Interior          | City Hall & Police Station | Floor 01             | Restroom                | LEDSEA/8/1                      | DECO-WM-FLSH                   | 4 ZZ DD                                  |                                               | 4                                        |
| 27     | Interior          | City Hall & Police Station | Floor 01             | Conference Meeting      | EXLED                           | EXIT-GRN-BB                    | 2 ZZ DD                                  |                                               | 2                                        |
| 33     | Interior          | City Hall & Police Station | Floor 01             | Lobby Main Entry        | LEDSEA/8/3                      | DECO-CE-PEN                    | 3 ZZ DD                                  |                                               | 3                                        |
| 34     | Interior          | City Hall & Police Station | Floor 01             | Office <= 250 SqFt      | LEDSEA/8/4                      | FAN-FLSH-DECO                  | 1 ZZ DD                                  |                                               | 1                                        |
| 35     | Interior          | City Hall & Police Station | Floor 01             | Office <= 250 SqFt      | LEDSEA/8/4                      | FAN-FLSH-DECO                  | 1 ZZ DD                                  |                                               | 1                                        |
| 36     | Interior          | City Hall & Police Station | Floor 01             | Office Open Plan        | LEDSEA/8/DIM/1                  | DECO-CE-PEN-DIM                | 6 ZZ DD                                  |                                               | 6                                        |
| 37     | Interior          | City Hall & Police Station | Floor 01             | Office Open Plan        | EXLED                           | EXIT-GRN-BB-EM                 | 1 ZZ DD                                  |                                               | 1                                        |
| 38     | Interior          | City Hall & Police Station | Floor 01             | Conference Meeting      | LEDSEA/8/DIM/2                  | DECO-CE-DIM                    | 2 ZZ DD                                  |                                               | 2                                        |
| 39     | Interior          | City Hall & Police Station | Floor 01             | Office <= 250 SqFt      | LEDSEA/8/DIM/3                  | DECO-CE-DIM                    | 2 ZZ DD                                  |                                               | 2                                        |
| 40     | Interior          | City Hall & Police Station | Floor 01             | Office <= 250 SqFt      | LEDSEA/8/DIM/4                  | DECO-CE-DIM                    | 2 ZZ DD                                  |                                               | 2                                        |
| 41     | Interior          | City Hall & Police Station | Floor 01             | Reception,              | LEDSEA/8/DIM/5                  | DECO-CE-PEN-DIM                | 2 ZZ DD                                  |                                               | 2                                        |
| 43     | Interior          | City Hall & Police Station | Floor 01             | Office <= 250 SqFt      | LEDSEA/8/2                      | DECO-CE                        | 2 ZZ DD                                  |                                               | 2                                        |
| 46     | Interior          | City Hall & Police Station | Floor 01             | Office <= 250 SqFt      | LEDSEA/30/12/DIM/4              | TRK-CE-FLSH-DIM                | 2 ZZ DD                                  |                                               | 2                                        |
| 47     | Interior          | City Hall & Police Station | Floor 01             | Hallway                 | LEDSEA/8/2                      | DECO-CE                        | 8 ZZ DD                                  |                                               | 8                                        |
| 48     | Interior          | City Hall & Police Station | Floor 01             | Hallway                 | EXLED                           | EXIT-GRN-BB                    | 2 ZZ DD                                  |                                               | 2                                        |
| 55     | Interior          | City Hall & Police Station | Floor 01             | Storage                 | LEDNBFXT/30/1                   | W-4FL-CE-FLSH                  | 1 ZZ DD                                  |                                               | 1                                        |
| 57     | Interior          | City Hall & Police Station | Floor 01             | Storage                 | LEDSEA/8/1                      | PS-WM-FLSH-HZ                  | 1 ZZ DD                                  |                                               | 1                                        |
| 60     | Interior          | City Hall & Police Station | Floor 01             | Restroom                | LEDSEA/8/2                      | DECO-CE                        | 1 ZZ DD                                  |                                               | 1                                        |
| 61     | Interior          | City Hall & Police Station | Floor 02             | Mechanical              | LEDSEA/8/1                      | PS-CE-FLSH-VERT                | 2 ZZ DD                                  |                                               | 2                                        |
| 62     | Interior          | City Hall & Police Station | Floor 02             | Storage                 | LEDSEA/10/3                     | PS-CE-FLSH-VERT                | 2 ZZ DD                                  |                                               | 2                                        |
| 65     | Interior          | City Hall & Police Station | Floor 02             | Restroom/Locker         | LEDNBFXT/20/1-DRV               | LFP-2X2-BLANK                  | 4 ZZ DD                                  |                                               | 4                                        |
| 66     | Interior          | City Hall & Police Station | Floor 02             | Storage                 | LEDNBFXT/20/1-DRV               | LFP-2X2-BLANK                  | 1 ZZ DD                                  |                                               | 1                                        |
| 67     | Interior          | City Hall & Police Station | Floor 02             | Restroom/Locker         | LEDNBFXT/20/1-DRV               | LFP-2X2-BLANK                  | 3 ZZ DD                                  |                                               | 3                                        |
| 68     | Interior          | City Hall & Police Station | Floor 02             | Hallway                 | LEDNBFXT/20/1-DRV               | LFP-2X2-BLANK                  | 4 ZZ DD                                  |                                               | 4                                        |
| 69     | Interior          | City Hall & Police Station | Floor 02             | Mechanical              | LEDSEA/8/1                      | PS-WM-FLSH-HZ                  | 3 ZZ DD                                  |                                               | 3                                        |
| 71     | Interior          | City Hall & Police Station | Floor 02             | Hallway                 | LEDNBFXT/20/1-DRV               | LFP-2X2-BLANK                  | 2 ZZ DD                                  |                                               | 2                                        |
| 72     | Interior          | City Hall & Police Station | Floor 02             | Hallway                 | EXLED                           | EXIT-GRN-BB                    | 1 ZZ DD                                  |                                               | 1                                        |
| 73     | Exterior          | City Hall & Police Station | Exterior             | Building Perimeter      | LEDSEA/8/1                      | JI-WM-FLSH-HZ                  | 2 ZZ DD                                  |                                               | 2                                        |
| 76     | Interior          | Fire Department            | ALL                  | ALL                     | ALREADY LED                     | ALREADY LED                    | 1 ZZ DD                                  |                                               | 1                                        |
| 77     | Exterior          | Gazebo                     | ALL                  | ALL                     | ALREADY LED                     | ALREADY LED                    | 1 ZZ DD                                  |                                               | 1                                        |
| 78     | Interior          | Mansion Park               | Floor 01             | Storage                 | LEDSEA/8/1                      | PS-CE-FLSH-VERT                | 5 ZZ DD                                  |                                               | 5                                        |
| 80     | Exterior          | Memorial Park              | ALL                  | ALL                     | NO EXISTING LIGHTING            | NO EXISTING LIGHTING           | 1 ZZ DD                                  |                                               | 1                                        |
| 81     | Interior          | Public Works               | BUILDING B           | ALL                     | ALREADY LED                     | ALREADY LED                    | 1 ZZ DD                                  |                                               | 1                                        |
| 83     | Interior          | Public Works               | Floor 01             | Office <= 250 SqFt      | LEDSEA/8/2                      | DECO-CE                        | 3 ZZ DD                                  |                                               | 3                                        |
| 84     | Interior          | Public Works               | Floor 01             | Office <= 250 SqFt      | LEDSEA/8/3                      | DECO-CE                        | 1 ZZ DD                                  |                                               | 1                                        |
| 87     | Interior          | Public Works               | 1 Bldg C             | Warehouse               | LEDNBFXT/65/1-DRV               | WPK-WM-FLSH-HZ                 | 2 ZZ DD                                  |                                               | 2                                        |
| 90     | Exterior          | Seven Minute Park          | Floor 01             | Canopy                  | LEDNBFXT/18/1                   | WPK-WM-FLSH-HZ                 | 4 ZZ DD                                  |                                               | 4                                        |
| 93     | Exterior          | Shoshone Springs           | Exterior             | Landscape               | INCPAR38/75/1                   | CL-GRND-GRND-VERT-GRY          | 4 ZZ DD                                  |                                               | 4                                        |
| 97     | Exterior          | Soda Springs Park          | Exterior             | Banquet Hall            | LEDSEA/18/1                     | JI-CE-FLSH-VERT                | 9 ZZ DD                                  |                                               | 9                                        |
| 99     | Interior          | Soda Springs Park          | Floor 01             | Storage                 | LEDSEA/8/1                      | PS-CE-FLSH-VERT                | 4 ZZ DD                                  |                                               | 4                                        |
| 100    | Exterior          | Soda Springs Park          | Exterior             | Building Perimeter      | LEDSEA/10/1                     | DECO-WM-FLSH                   | 1 ZZ DD                                  |                                               | 1                                        |
| 103    | Interior          | Soda Springs Park          | Floor 01             | Restroom                | LEDSEA/8/2                      | DECO-CE                        | 6 ZZ DD                                  |                                               | 6                                        |
| 105    | Interior          | Soda Springs Park          | Floor 01             | Mechanical              | LEDSEA/8/2                      | DECO-CE                        | 1 ZZ DD                                  |                                               | 1                                        |
| 106    | Exterior          | Soda Springs Park          | Exterior             | Building Perimeter      | LEDNBFXT/18/1                   | WPK-WM-FLSH-HZ                 | 4 ZZ DD                                  |                                               | 4                                        |
| 108    | Interior          | Water Treatment            | Floor 01             | Mechanical              | LEDSCC0B/18/1                   | WPK-WM-FLSH-HZ                 | 1 ZZ DD                                  |                                               | 1                                        |
| 114    | Interior          | Water Treatment            | Floor 01             | Storage                 | LEDNBFXT/26/1                   | FL-WM-FLSH-HZ                  | 5 ZZ DD                                  |                                               | 5                                        |
| 117    | Interior          | Water Treatment            | Floor 02             | Lab Scientific          | LEDBPT8U6/13/1                  | L-2RX2ft-CE-RCSD               | 4 ZZ DD                                  |                                               | 4                                        |
| 118    | Interior          | Water Treatment            | Floor 02             | Office <= 250 SqFt      | LEDSEA/8/4                      | L-2RX4ft-CE-RCSD               | 4 ZZ DD                                  |                                               | 4                                        |
| 121    | Interior          | Wichita Parking            | Floor 01             | Restroom                | LEDNBFXT/30/1                   | LFP-2X4-FLUSH                  | 1 ZZ DD                                  |                                               | 1                                        |
| 122    | Interior          | Wichita Parking            | Floor 01             | Restroom                | LEDNBFXT/30/1                   | LFP-2X4-FLUSH                  | 1 ZZ DD                                  |                                               | 1                                        |

## Exhibit B, Attachment E – Lighting Material and Fixture Type

| Lighting ECM Code           | Lamp Manufacturer | Lamp Part Number             | Driver Manufacturer | Driver Part Number | New Fixture/Retrofit Kit Manufacturer | New Fixture/Retrofit Kit Part Number    | Additional New Fixture/Retrofit Kit Manufacturer #1 | Additional New Fixture/Retrofit Kit Part Number #1 | Additional New Fixture/Retrofit Kit Manufacturer #2 | Additional New Fixture/Retrofit Kit Part Number #2 | Qty |
|-----------------------------|-------------------|------------------------------|---------------------|--------------------|---------------------------------------|-----------------------------------------|-----------------------------------------------------|----------------------------------------------------|-----------------------------------------------------|----------------------------------------------------|-----|
| LED 11BR40                  | GREEN CREATIVE    | 36696 11BR30DIM/927          | -                   | -                  | -                                     | -                                       | -                                                   | -                                                  | -                                                   | -                                                  | 1   |
| LED 2-11BR40                | GREEN CREATIVE    | 36696 11BR30DIM/927          | -                   | -                  | -                                     | -                                       | -                                                   | -                                                  | -                                                   | -                                                  | 2   |
| LED 3-7R20                  | GREEN CREATIVE    | 36688 7R20DIM/927            | -                   | -                  | -                                     | -                                       | -                                                   | -                                                  | -                                                   | -                                                  | 2   |
| LED 9A                      | GREEN CREATIVE    | 36548 9A19DIM/827/R          | -                   | -                  | -                                     | -                                       | -                                                   | -                                                  | -                                                   | -                                                  | 4   |
| LED N 135HB-RND-OS-LIFT     | -                 | -                            | -                   | -                  | LUMECON                               | BLS-CHB-150-27-DDK-B-M-AD-2             | LUMECON                                             | MSANT12PH01                                        | -                                                   | -                                                  | 8   |
| LED N 2-25FL-CM-PC          | -                 | -                            | -                   | -                  | ACUITY                                | HGX LED 2RH 40K 120 MO DDB M2           | -                                                   | -                                                  | -                                                   | -                                                  | 29  |
| LED N 25CAN                 | -                 | -                            | -                   | -                  | LUMECON                               | BLS-CAN-60-1-ADJ-D-M-PC-S-AD            | -                                                   | -                                                  | -                                                   | -                                                  | 3   |
| LED N 45BY-PC               | -                 | -                            | -                   | -                  | LUMECON                               | BLS-DTD-1-50-SG-PC-MA                   | -                                                   | -                                                  | -                                                   | -                                                  | 3   |
| LED R 10KIT9"-FAO-[16W]     | -                 | -                            | -                   | -                  | REMPHOS                               | RPT-P-LEDCR-G2-9IN-14L-840-FWFC-OCC     | -                                                   | -                                                  | -                                                   | -                                                  | 1   |
| LED R 16KIT9"-FAO-[16W]     | -                 | -                            | -                   | -                  | REMPHOS                               | RPT-P-LEDCR-G2-9IN-14L-840-FWFC-OCC     | -                                                   | -                                                  | -                                                   | -                                                  | 4   |
| LED R 25C6"-BB-FAO-[2000LM] | -                 | -                            | -                   | -                  | Acuity                                | LBR6 AL03 SWW1 AR LSS MWD MVOLT UGZ ELR | -                                                   | -                                                  | -                                                   | -                                                  | 1   |
| LED R 25C6"-FAO-[2000LM]    | -                 | -                            | -                   | -                  | Acuity                                | LBR6 AL03 SWW1 AR LSS MWD MVOLT UGZ     | -                                                   | -                                                  | -                                                   | -                                                  | 9   |
| LED R 2L8T8                 | KEYSTONE          | KT-LED40PST8-D48GC-8CSI-D2   | -                   | -                  | -                                     | -                                       | -                                                   | -                                                  | -                                                   | -                                                  | 7   |
| LED R 2LT8                  | KEYSTONE          | KT-LED10.5T8-48G-840-D2 /G2  | -                   | -                  | -                                     | -                                       | -                                                   | -                                                  | -                                                   | -                                                  | 5   |
| LED R 2LT8-HARD-LED         | KEYSTONE          | KT-LED10.5T8-48G-840-D2 /G2  | -                   | -                  | -                                     | -                                       | -                                                   | -                                                  | -                                                   | -                                                  | 15  |
| LED R 2LT8-LED              | KEYSTONE          | KT-LED10.5T8-48G-840-D2 /G2  | -                   | -                  | -                                     | -                                       | -                                                   | -                                                  | -                                                   | -                                                  | 7   |
| LED R 30CC                  | GREEN CREATIVE    | 34HID/8CCCTS/277V/E26/DIM/SD | -                   | -                  | -                                     | -                                       | -                                                   | -                                                  | -                                                   | -                                                  | 9   |
| LED R 4LT8                  | KEYSTONE          | KT-LED10.5T8-48G-840-D2 /G2  | -                   | -                  | -                                     | -                                       | -                                                   | -                                                  | -                                                   | -                                                  | 11  |
| LED R 4LT8-LED              | KEYSTONE          | KT-LED10.5T8-48G-840-D2 /G2  | -                   | -                  | -                                     | -                                       | -                                                   | -                                                  | -                                                   | -                                                  | 2   |
| LED R 4LT8-LIFT             | KEYSTONE          | KT-LED10.5T8-48G-840-D2 /G2  | -                   | -                  | -                                     | -                                       | -                                                   | -                                                  | -                                                   | -                                                  | 56  |
| LED R 7R20                  | GREEN CREATIVE    | 36688 7R20DIM/927            | -                   | -                  | -                                     | -                                       | -                                                   | -                                                  | -                                                   | -                                                  | 2   |
| LED R 9C6"-DIM-FAO-[750LM]  | -                 | -                            | -                   | -                  | Acuity                                | LBR6 AL01 SWW1 AR LSS MWD MVOLT UGZ     | -                                                   | -                                                  | -                                                   | -                                                  | 19  |
| LED RB 23KIT-2X4            | -                 | -                            | -                   | -                  | Acuity                                | 2BLT4R 30L ADP GZ10 LP840               | -                                                   | -                                                  | -                                                   | -                                                  | 6   |
| LED RB 29KIT-2X4            | -                 | -                            | -                   | -                  | Acuity                                | 2BLT4R 40L ADP GZ10 LP840               | -                                                   | -                                                  | -                                                   | -                                                  | 8   |
| LED RB 34KIT-2X4            | -                 | -                            | -                   | -                  | Acuity                                | 2BLT4R 48L ADP GZ10 LP840               | -                                                   | -                                                  | -                                                   | -                                                  | 8   |
| JZ DD                       | -                 | -                            | -                   | -                  | -                                     | -                                       | -                                                   | -                                                  | -                                                   | -                                                  | 169 |

| Facility Name              | Location in Facility | Room Type                 | Lighting Code (Existing System) | of Luminaires (Existing) | Active Option Lighting Code (Upgraded System) | Total |
|----------------------------|----------------------|---------------------------|---------------------------------|--------------------------|-----------------------------------------------|-------|
| Aquatic Center             | Floor 01             | Gymnasium/All areas LED   | ALREADY LED                     | 1                        | ZZ DD                                         | 1     |
|                            | Floor 02             | Office <= 250 SqFt        | FLUBPT8L4/32/4-EIN              | 1                        | LED RB 34KIT-2X4                              | 1     |
|                            |                      | Restroom Private          | CFSISPR/18/1                    | 1                        | LED R 10KIT9"-FAO-[16W]                       | 1     |
|                            |                      | Storage                   | FLUBPT8L4/32/4-EIN              | 1                        | LED R 4LT8                                    | 1     |
| Aquatic Center Total       |                      |                           |                                 |                          |                                               | 4     |
| Chamber of Commerce        | Exterior             | Building Perimeter        | INCSIP38/100/2                  | 1                        | LED N 2-25FL-CM-PC                            | 1     |
|                            |                      |                           | LEDSIA/8/1                      | 1                        | ZZ DD                                         | 1     |
|                            | Floor 01             | Conference Meeting        | LEDNBFX/13/1-DRV                | 2                        | ZZ DD                                         | 2     |
|                            |                      | Office <= 250 SqFt        | LEDNBFX/13/1-DRV                | 4                        | ZZ DD                                         | 4     |
|                            |                      |                           |                                 | 6                        | ZZ DD                                         | 6     |
|                            |                      | Office Open Plan          | LEDNBFX/13/1-DRV                | 8                        | ZZ DD                                         | 8     |
|                            |                      | Reception,                | LEDNBFX/13/1-DRV                | 6                        | ZZ DD                                         | 6     |
|                            |                      | Restroom Private          | LEDNBFX/18/1-DRV                | 1                        | ZZ DD                                         | 2     |
| Chamber of Commerce Total  |                      |                           |                                 |                          |                                               | 30    |
| City Hall & Police Station | Exterior             | Building Perimeter        | HALRSCTD/100/1                  | 1                        | LED N 2-25FL-CM-PC                            | 1     |
|                            |                      |                           | LEDSIA/8/1                      | 2                        | ZZ DD                                         | 2     |
|                            |                      |                           | MVSIMED/175/1-MS                | 1                        | LED N 45BY-PC                                 | 1     |
|                            | Floor 01             | Conference Meeting        | EXLED                           | 2                        | ZZ DD                                         | 2     |
|                            |                      |                           | FLUBPT12L4/40/4-MS              | 2                        | LED RB 34KIT-2X4                              | 2     |
|                            |                      |                           | HALSIP20/50/3                   | 2                        | LED 3-7R20                                    | 2     |
|                            |                      |                           | LEDSIA/8/DIM/2                  | 2                        | ZZ DD                                         | 2     |
|                            |                      |                           | LEDSIP20/9/DIM/1                | 4                        | LED R 9C6"-DIM-FAO-[750LM]                    | 4     |
|                            |                      | Copy                      | FLUBPT8L4/32/4-EIN              | 2                        | LED RB 34KIT-2X4                              | 2     |
|                            |                      | File                      | LEDSIP20/9/DIM/1                | 5                        | LED R 9C6"-DIM-FAO-[750LM]                    | 5     |
|                            |                      | Hallway                   | CF4PMT/26/2-E                   | 4                        | LED R 25C6"-FAO-[2000LM]                      | 4     |
|                            |                      |                           | EXLED                           | 2                        | ZZ DD                                         | 2     |
|                            |                      |                           | FLUBPT12L4/40/2D2-MS            | 6                        | LED RB 29KIT-2X4                              | 6     |
|                            |                      |                           | LEDSIA/8/2                      | 8                        | ZZ DD                                         | 8     |
|                            |                      | Kitchen Food Prep         | FLUBPT12L4/40/4-MS              | 2                        | LED R 4LT8                                    | 2     |
|                            |                      | Kitchenette Small Kitchen | LEDSIP20/9/DIM/1                | 2                        | LED R 9C6"-DIM-FAO-[750LM]                    | 2     |
|                            |                      | Lobby Main Entry          | LEDSIA/8/3                      | 3                        | ZZ DD                                         | 3     |
|                            |                      | Office <= 250 SqFt        | FLUBPT8L4/32/2-EIN              | 1                        | LED R 2LT8                                    | 2     |
|                            |                      |                           | LEDBPT8L4/14/2                  | 2                        | LED R 2LT8-LED                                | 2     |
|                            |                      |                           | LEDBPT8L4/18/2-FBD              | 2                        | LED R 2LT8                                    | 2     |
|                            |                      |                           | LEDSIA/8/2                      | 2                        | ZZ DD                                         | 2     |
|                            |                      |                           | LEDSIA/8/4                      | 1                        | ZZ DD                                         | 2     |
|                            |                      |                           | LEDSIA/8/DIM/3                  | 2                        | ZZ DD                                         | 2     |
|                            |                      |                           | LEDSIA/8/DIM/4                  | 2                        | ZZ DD                                         | 2     |
|                            |                      |                           | LEDSIP20/9/DIM/1                | 2                        | LED R 9C6"-DIM-FAO-[750LM]                    | 4     |
|                            |                      |                           |                                 | 4                        | LED R 9C6"-DIM-FAO-[750LM]                    | 4     |
|                            |                      |                           | LEDSIR30/12/DIM/4               | 2                        | ZZ DD                                         | 2     |
|                            |                      | Office Open Plan          | EXLED                           | 1                        | ZZ DD                                         | 1     |
|                            |                      |                           | FLUBPT12L4/40/4-MS              | 2                        | LED R 4LT8                                    | 2     |
|                            |                      |                           | LEDSIA/8/DIM/1                  | 6                        | ZZ DD                                         | 6     |
|                            |                      | Reception,                | LEDSIA/8/DIM/5                  | 2                        | ZZ DD                                         | 2     |
|                            |                      | Restroom                  | CF2PMT/13/2-MS                  | 2                        | LED R 16KIT9"-FAO-[16W]                       | 4     |
|                            |                      |                           | CF4PMT/26/2-E                   | 1                        | LED R 25C6"-BB-FAO-[2000LM]                   | 1     |
|                            |                      |                           |                                 | 2                        | LED R 25C6"-FAO-[2000LM]                      | 2     |
|                            |                      |                           |                                 | 3                        | LED R 25C6"-FAO-[2000LM]                      | 3     |
|                            |                      |                           | LEDSIA/8/1                      | 4                        | ZZ DD                                         | 4     |
|                            |                      |                           |                                 | 6                        | ZZ DD                                         | 6     |
|                            |                      |                           | LEDSIA/8/2                      | 1                        | ZZ DD                                         | 1     |
|                            |                      | Storage                   | FLUBPT12L4/40/2-MS              | 2                        | LED RB 23KIT-2X4                              | 2     |
|                            |                      |                           | INCSIA/60W/1                    | 1                        | LED 9A                                        | 1     |
|                            |                      |                           |                                 | 2                        | LED 9A                                        | 2     |
|                            |                      |                           | LEDBPT8L4/14/2                  | 1                        | LED RB 23KIT-2X4                              | 1     |
|                            |                      |                           | LEDNBFX/30/1                    | 1                        | ZZ DD                                         | 1     |

| Facility Name                    | Location in Facility | Room Type               | Lighting Code (Existing System) | of Luminaires (Existing) | Active Option Lighting Code (Upgraded System) | Total |
|----------------------------------|----------------------|-------------------------|---------------------------------|--------------------------|-----------------------------------------------|-------|
| City Hall & Police Station       | Floor 01             | Storage                 | LEDSIA/8/1                      | 1                        | ZZ DD                                         | 1     |
|                                  |                      | Vault                   | LEDBPT8L4/18/2-FBD              | 1                        | ZZ DD                                         | 1     |
|                                  | Floor 02             | Communication Server    | FLUBPT8L4/32/4-EIN              | 1                        | LED RB 34KIT-2X4                              | 1     |
|                                  |                      | Hallway                 | EXLED                           | 1                        | ZZ DD                                         | 1     |
|                                  |                      |                         | LEDNBFXT/20/1-DRV               | 2                        | ZZ DD                                         | 2     |
|                                  |                      |                         |                                 | 4                        | ZZ DD                                         | 4     |
|                                  |                      | Mechanical              | LEDSIA/8/1                      | 2                        | ZZ DD                                         | 2     |
|                                  |                      |                         |                                 | 3                        | ZZ DD                                         | 3     |
|                                  |                      | Restroom/Locker         | LEDNBFXT/20/1-DRV               | 3                        | ZZ DD                                         | 3     |
|                                  |                      |                         |                                 | 4                        | ZZ DD                                         | 4     |
|                                  |                      | Storage                 | FLUBPT8L4/32/2-EIN              | 1                        | LED R 2LT8                                    | 1     |
|                                  |                      |                         | FLUBPT8L4/32/4-EIN              | 2                        | LED RB 34KIT-2X4                              | 2     |
|                                  |                      |                         | LEDNBFXT/20/1-DRV               | 1                        | ZZ DD                                         | 1     |
|                                  |                      |                         | LEDSIA/10/3                     | 2                        | ZZ DD                                         | 2     |
|                                  | POLICE SIDE ALRE     | POLICE SIDE ALREADY LED | ALREADY LED                     | 1                        | ZZ DD                                         | 1     |
| City Hall & Police Station Total |                      |                         |                                 |                          |                                               | 142   |
| Fire Department                  | ALL                  | ALL                     | ALREADY LED                     | 1                        | ZZ DD                                         | 1     |
| Fire Department Total            |                      |                         |                                 |                          |                                               | 1     |
| Gazebo                           | ALL                  | ALL                     | ALREADY LED                     | 1                        | ZZ DD                                         | 1     |
| Gazebo Total                     |                      |                         |                                 |                          |                                               | 1     |
| Mansion Park                     | Exterior             | Canopy                  | LEDSIP38/17/2                   | 13                       | LED N 2-25FL-CM-PC                            | 13    |
|                                  | Floor 01             | Storage                 | LEDSIA/8/1                      | 5                        | ZZ DD                                         | 5     |
| Mansion Park Total               |                      |                         |                                 |                          |                                               | 18    |
| Memorial Park                    | ALL                  | ALL                     | NO EXISTING LIGHTING            | 1                        | ZZ DD                                         | 1     |
| Memorial Park Total              |                      |                         |                                 |                          |                                               | 1     |
| Public Works                     | 1 Bldg C             | Shop                    | FLUBPT12L4/40/2-MS              | 3                        | LED RB 23KIT-2X4                              | 3     |
|                                  |                      | Warehouse               | FLUBPT12L4/40/4-MS              | 56                       | LED R 4LT8-LIFT                               | 56    |
|                                  |                      |                         | LEDNBFXT/65/1-DRV               | 2                        | ZZ DD                                         | 2     |
|                                  | BUILDING B           | ALL                     | ALREADY LED                     | 1                        | ZZ DD                                         | 1     |
|                                  | Floor 01             | Office <= 250 SqFt      | CFSIR40/23/1                    | 1                        | LED 11BR40                                    | 1     |
|                                  |                      |                         | LEDSIA/8/2                      | 3                        | ZZ DD                                         | 3     |
|                                  |                      |                         | LEDSIA/8/3                      | 1                        | ZZ DD                                         | 1     |
|                                  |                      | Shop                    | FLUSPT12L8/60/2-MS              | 6                        | LED R 2L8'T8                                  | 6     |
| Public Works Total               |                      |                         |                                 |                          |                                               | 73    |
| Schmichny Parking                | Exterior             | Parking Lot             | HPSSIED/100/1-MS                | 4                        | LED R 30CC                                    | 4     |
| Schmichny Parking Total          |                      |                         |                                 |                          |                                               | 4     |
| Seven Minute Park                | Floor 01             | Area Lighting           | MVSIMED/100/1-MS                | 5                        | LED R 30CC                                    | 5     |
|                                  |                      | Canopy                  | INCSIA/60/1                     | 1                        | LED 9A                                        | 1     |
|                                  |                      |                         | LEDNBFXT/18/1                   | 4                        | ZZ DD                                         | 4     |
| Seven Minute Park Total          |                      |                         |                                 |                          |                                               | 10    |
| Shoshone Springs                 | Exterior             | Landscape               | INCPAR38/75/1                   | 4                        | ZZ DD                                         | 4     |
|                                  | Floor 01             | Storage                 | CFSIR20/14/1                    | 2                        | LED R 7R20                                    | 2     |
| Shoshone Springs Total           |                      |                         |                                 |                          |                                               | 6     |
| Soda Springs Park                | Exterior             | Banquet Hall            | INCSIP38/65/1                   | 2                        | LED N 2-25FL-CM-PC                            | 2     |
|                                  |                      |                         | LEDSIA/10/1                     | 3                        | LED N 25CAN                                   | 3     |
|                                  |                      |                         | LEDSIA/18/1                     | 9                        | ZZ DD                                         | 9     |
|                                  |                      |                         | LEDSIP38/17/2                   | 6                        | LED N 2-25FL-CM-PC                            | 6     |
|                                  |                      | Building Perimeter      | CFSIR30/23/2                    | 2                        | LED 2-11BR40                                  | 2     |
|                                  |                      |                         | LEDNBFXT/18/1                   | 4                        | ZZ DD                                         | 4     |
|                                  |                      |                         | LEDSIA/10/1                     | 1                        | ZZ DD                                         | 1     |
|                                  |                      |                         | LEDSIP38/17/2                   | 6                        | LED N 2-25FL-CM-PC                            | 6     |
|                                  | Floor 01             | Mechanical              | FLUSPT12L8/75/2-MS              | 1                        | LED R 2L8'T8                                  | 1     |
|                                  |                      |                         | LEDSIA/8/2                      | 1                        | ZZ DD                                         | 1     |
|                                  |                      | Restroom                | LEDSIA/8/2                      | 6                        | ZZ DD                                         | 6     |
|                                  |                      | Storage                 | LEDSIA/8/1                      | 4                        | ZZ DD                                         | 4     |
| Soda Springs Park Total          |                      |                         |                                 |                          |                                               | 45    |
| Water Treatment                  | Floor 01             | Lab Scientific          | LEDBPT8L4/15/2-DW               | 2                        | LED R 2LT8-HARD-LED                           | 2     |

| Facility Name         | Location in Facility | Room Type            | Lighting Code (Existing System) | of Luminaires (Existing) | Active Option Lighting Code (Upgraded System) | Total            |   |
|-----------------------|----------------------|----------------------|---------------------------------|--------------------------|-----------------------------------------------|------------------|---|
| Water Treatment       | Floor 01             | Mechanical           | INDNBCIRC/150/1                 | 8                        | LED N 135HB-RND-OS-LIFT                       | 8                |   |
|                       |                      |                      | LEDBPT8L4/15/2-DW               | 3                        | LED R 2LT8-HARD-LED                           | 3                |   |
|                       |                      |                      |                                 | 4                        | LED R 2LT8-LED                                | 4                |   |
|                       |                      |                      |                                 | 6                        | LED R 2LT8-HARD-LED                           | 6                |   |
|                       | Floor 02             |                      | LEDSICCOB/18/1                  | 1                        | ZZ DD                                         | 1                |   |
|                       |                      |                      | FLUBPT12L4/40/4-MS              | 6                        | LED R 4LT8                                    | 6                |   |
|                       |                      |                      | LEDBPT8L4/15/2-DW               | 4                        | LED R 2LT8-HARD-LED                           | 4                |   |
|                       |                      |                      | LEDNBFXT/26/1                   | 5                        | ZZ DD                                         | 5                |   |
|                       |                      | Electrical Telephone | LEDBPT8L4/15/4-DW               | 2                        | LED R 4LT8-LED                                | 2                |   |
|                       |                      |                      | Lab Scientific                  | LEDBPT8L4/15/1D3-DW      | 2                                             | LED RB 29KIT-2X4 | 2 |
|                       |                      |                      | LEDBPT8U6/13/1                  | 4                        | ZZ DD                                         | 4                |   |
|                       |                      |                      | Office <= 250 SqFt              | LEDSIA/8/4               | 4                                             | ZZ DD            | 4 |
|                       |                      |                      | Restroom                        | LEDBPT8L4/15/2-DW        | 1                                             | LED R 2LT8-LED   | 1 |
|                       |                      |                      | Water Treatment Total           |                          |                                               |                  |   |
| Wichita Parking       | Exterior             | Building Perimeter   | MVSIMED/175/1-MS                | 2                        | LED N 45BY-PC                                 | 2                |   |
|                       | Floor 01             | Restroom             | LEDNBFXT/30/1                   | 1                        | ZZ DD                                         | 2                |   |
| Wichita Parking Total |                      |                      |                                 |                          | 4                                             |                  |   |

## **EPC SCHEDULE C GUARANTEE**

### **Guarantee**

“Guarantee” means the warranty and guarantee made by the ESCO in **EPC Article 14** that for each year of the Guarantee Period, the Project shall result in annual cost savings equal to or greater than the Guaranteed Annual Cost Savings presented in this **EPC Schedule C** which shall be equal to or greater than the Political Subdivision’s annual payments used to repay the project funding, as set forth in **§29-12.5-101(3), C.R.S.** Failure to meet the Guaranteed Annual Cost Savings in any year during the Guarantee Period shall result in ESCO directly remunerating the Political Subdivision the dollar amount equal to the cost value of that year’s Guaranteed Annual Cost Savings shortfall. Alternatively, subject to the Governing Body’s consent, which shall not be unreasonably withheld, ESCO may implement additional Utility Cost-Savings Measures or FIMs, at no cost to the Political Subdivision, which may generate additional annual cost savings in future years of the Performance Period to offset future Guaranteed Annual Cost Savings shortfall.

### **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 as set forth in **EPC Schedule D**.

### **Guaranteed Annual Cost Savings**

“Guaranteed Annual Cost Savings” means measurable and verifiable aggregate of Guaranteed Annual Utility Cost Savings, Guaranteed Annual Operations and Maintenance Cost Savings, and Annual Vehicle Fleet Operational and Fuel Cost Savings guaranteed by ESCO resulting from the Project that shall occur for each year of the Guarantee Period pursuant to this **EPC Schedule C**. Guaranteed Annual Utility Cost Savings shall be determined by ESCO’s Measurement and Verification of annual utility unit use reductions and the application of mutually agreed to baseline and escalated utility unit costs for each year of the Guarantee Period as defined in this **EPC Schedule C**.

#### **Guaranteed Annual Operations and Maintenance Cost Savings**

“Guaranteed Annual Operations and Maintenance Cost Savings” means annual cost savings resulting from a verifiable reduction in the Political Subdivision’s operation and maintenance budget.

#### **Guaranteed Annual Utility Cost Savings**

“Guaranteed Annual Utility Cost Savings” means annual Utility Cost Savings resulting from a reduction of usage and the application of the mutually agreed to baseline and escalated utility unit rates as presented in **Schedule C**.

#### **Guaranteed Annual Vehicle Fleet Operational and Fuel Cost Savings**

“Guaranteed Annual Vehicle Fleet Operational and Fuel Cost Savings” means measurable and verifiable

ESCO guarantees that the Project shall result in Guaranteed Annual Cost Savings to the Political Subdivision, as indicated, for each year of the Guarantee Period, as presented in the following **Table C1**.

## EPC SCHEDULE C

### GUARANTEE

Table C1: Guaranteed Annual Cost Savings

| Year  | Guaranteed Annual Measured Utility Cost Savings | Guaranteed Annual Non- Measured Utility Cost Savings | Guaranteed Annual Non-Measured Telecomm Savings | Guaranteed Annual O&M Cost Savings | Guaranteed Annual Cost Savings |
|-------|-------------------------------------------------|------------------------------------------------------|-------------------------------------------------|------------------------------------|--------------------------------|
| 1     | \$158,795                                       | -\$1,966                                             | \$107,988                                       | \$11,059                           | \$275,877                      |
| 2     | \$166,735                                       | -\$2,064                                             | \$107,988                                       | \$11,612                           | \$284,271                      |
| 3     | \$175,072                                       | -\$2,167                                             | \$107,988                                       | \$12,193                           | \$293,085                      |
|       |                                                 |                                                      |                                                 |                                    |                                |
| 4     | \$183,826                                       | -\$2,275                                             | \$107,988                                       | \$12,802                           | \$302,340                      |
| 5     | \$193,017                                       | -\$2,389                                             | \$107,988                                       | \$13,442                           | \$312,058                      |
| 6     | \$202,668                                       | -\$2,509                                             | \$107,988                                       | \$14,114                           | \$322,261                      |
| 7     | \$212,801                                       | -\$2,634                                             | \$107,988                                       | \$14,820                           | \$332,975                      |
| 8     | \$223,441                                       | -\$2,766                                             | \$107,988                                       | \$15,561                           | \$344,224                      |
| 9     | \$234,613                                       | -\$2,904                                             | \$107,988                                       | \$16,339                           | \$356,036                      |
| 10    | \$246,344                                       | -\$3,049                                             | \$107,988                                       | \$17,156                           | \$368,439                      |
| 11    | \$258,661                                       | -\$3,202                                             | \$107,988                                       | \$18,014                           | \$381,461                      |
| 12    | \$271,594                                       | -\$3,362                                             | \$107,988                                       | \$18,915                           | \$395,135                      |
| 13    | \$285,174                                       | -\$3,530                                             | \$107,988                                       | \$19,860                           | \$409,492                      |
| 14    | \$299,433                                       | -\$3,706                                             | \$107,988                                       | \$20,853                           | \$424,568                      |
| 15    | \$314,404                                       | -\$3,892                                             | \$107,988                                       | \$21,896                           | \$440,397                      |
| 16    | \$330,124                                       | -\$4,086                                             | \$0                                             | \$22,991                           | \$349,029                      |
| 17    | \$346,631                                       | -\$4,291                                             | \$0                                             | \$24,140                           | \$366,481                      |
| 18    | \$363,962                                       | -\$4,505                                             | \$0                                             | \$25,347                           | \$384,805                      |
| 19    | \$382,160                                       | -\$4,730                                             | \$0                                             | \$26,615                           | \$404,045                      |
| 20    | \$401,268                                       | -\$4,967                                             | \$0                                             | \$27,946                           | \$424,247                      |
| Total | \$5,250,725                                     | -\$64,993                                            | \$1,619,818                                     | \$365,676                          | \$7,171,227                    |

## EPC SCHEDULE C GUARANTEE

**Table C2: Baseline Rates and Annual Escalation Rates:**

| Year                                                                                                                                                                                                                                                                      | Electricity (kWh) | Electricity (kW) | Natural Gas (CCF) | Water & Sewer (kGal) | M&V | O&M** | Other |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------------|-------------------|----------------------|-----|-------|-------|
| Baseline Rates*                                                                                                                                                                                                                                                           | \$0.11            | N/A              | \$0.49            | \$18.80              | N/A | N/A   | N/A   |
| Year 1 Escalator (%)                                                                                                                                                                                                                                                      | 17.70%            | N/A              | 17.70%            | 12.09%               | N/A | N/A   | N/A   |
| Year 2 Escalator (%)                                                                                                                                                                                                                                                      | 5.00%             | N/A              | 5.00%             | 5.00%                | N/A | 5.00% | N/A   |
| Year 3 Escalator (%)                                                                                                                                                                                                                                                      | 5.00%             | N/A              | 5.00%             | 5.00%                | N/A | 5.00% | N/A   |
|                                                                                                                                                                                                                                                                           |                   |                  |                   |                      |     |       |       |
| <p>*Due to variations in rates across the project meters and rate complexity, the baseline rates provided are blended. Actual baseline rates used are provided in detail in Schedule D.</p> <p>**Telecom (Bluewave) O&amp;M savings will NOT have escalation applied.</p> |                   |                  |                   |                      |     |       |       |

## EPC SCHEDULE C GUARANTEE

**Table C3: Proposed Unit Savings and Guaranteed Annual Cost Savings for Project  
For Year 1 by ECM**

| Utility Cost Savings Measure                                                                                          | Total energy savings (MMBtu/yr) | Electric energy savings (kWh/yr) | Electric demand savings (kW/yr) | Electricity savings (MMBtu/yr) | Natural gas savings (MMBtu/yr) | Water savings (gallons/yr) | Other energy savings (MMBtu/yr) | Total energy and water cost savings, Year 1 (\$/yr) | Other energy-related O&M cost savings, Year 1 | Total cost savings, Year 1 (\$/yr) |
|-----------------------------------------------------------------------------------------------------------------------|---------------------------------|----------------------------------|---------------------------------|--------------------------------|--------------------------------|----------------------------|---------------------------------|-----------------------------------------------------|-----------------------------------------------|------------------------------------|
| HVAC Addition                                                                                                         | 225                             | -70,033                          | 0                               | -239                           | 464                            | 0                          | 0                               | -\$6,403                                            | \$0                                           | -\$6,403                           |
| Lighting                                                                                                              | 86                              | 33,773                           | 0                               | 115                            | -29                            | 0                          | 0                               | \$4,202                                             | \$1,059                                       | \$5,261                            |
| Windows                                                                                                               | 18                              | 1,186                            | 0                               | 4                              | 14                             | 0                          | 0                               | \$235                                               | \$0                                           | \$235                              |
| Water Meter Replacement                                                                                               | 0                               | 0                                | 0                               | 0                              | 0                              | 0                          | 0                               | \$158,795                                           | \$10,000                                      | \$168,795                          |
| Telecom                                                                                                               | 0                               | 0                                | 0                               | 0                              | 0                              | 0                          | 0                               | \$0                                                 | \$107,988                                     | \$107,988                          |
| Total savings                                                                                                         | 329                             | -35,074                          | 0                               | -120                           | 449                            | 0                          | 0                               | \$156,830                                           | \$119,047                                     | \$275,877                          |
| Notes MMBtu=10 <sup>6</sup> Btu.<br>*Annual electric demand savings (kW/yr) is the sum of the monthly demand savings. |                                 |                                  |                                 |                                |                                |                            |                                 |                                                     |                                               |                                    |

## EPC SCHEDULE D

### MEASUREMENT AND VERIFICATION SERVICES PLAN

#### **M&V Services**

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

This schedule shall use the following documents as a standard for presentation and reporting purposes.

For three years after installation, contractor is required by the State of Colorado to provide Annual M&V Reports, documenting actual savings achieved, to the Political Subdivision. The Guarantee Period for this contract is three years. Should the Political Subdivision wish to extend M&V services beyond the Guarantee Period per the M&V Term definition, the future additional annual costs to the Political Subdivision are presented in the table below. If the extended M&V costs beyond the Guarantee Period are not included in the Maximum Contract Price, they will be funded separately by the Political Subdivision.

| Year  | Guaranteed Annual Cost Savings | Annual Cost for M&V Services      | Annual Cost for Client Services | Annual Cost for M&V Services (Total)* | M&V Cost Percent of Guaranteed Annual Savings |
|-------|--------------------------------|-----------------------------------|---------------------------------|---------------------------------------|-----------------------------------------------|
| 1     | \$275,877                      | \$9,000                           | \$7,264                         | \$9,000                               | 3.26%                                         |
| 2     | \$284,271                      | \$8,000                           | \$5,762                         | \$8,000                               | 2.81%                                         |
| 3     | \$293,085                      | \$8,000                           | \$5,762                         | \$8,000                               | 2.73%                                         |
|       |                                |                                   |                                 |                                       |                                               |
| 4     | \$302,340                      | To be presented prior to Year 4** |                                 |                                       |                                               |
| 5     | \$312,058                      |                                   |                                 |                                       |                                               |
| 6     | \$322,261                      |                                   |                                 |                                       |                                               |
| 7     | \$332,975                      |                                   |                                 |                                       |                                               |
| 8     | \$344,224                      |                                   |                                 |                                       |                                               |
| 9     | \$356,036                      |                                   |                                 |                                       |                                               |
| 10    | \$368,439                      |                                   |                                 |                                       |                                               |
| 11    | \$381,461                      |                                   |                                 |                                       |                                               |
| 12    | \$395,135                      |                                   |                                 |                                       |                                               |
| 13    | \$409,492                      |                                   |                                 |                                       |                                               |
| 14    | \$424,568                      |                                   |                                 |                                       |                                               |
| 15    | \$440,397                      |                                   |                                 |                                       |                                               |
| 16    | \$349,029                      |                                   |                                 |                                       |                                               |
| 17    | \$366,481                      |                                   |                                 |                                       |                                               |
| 18    | \$384,805                      |                                   |                                 |                                       |                                               |
| 19    | \$404,045                      |                                   |                                 |                                       |                                               |
| 20    | \$424,247                      |                                   |                                 |                                       |                                               |
| Total | \$7,171,227                    |                                   |                                 |                                       |                                               |

*\*The annual M&V fee for Years 1-3 will not be charged. These costs are included in the total project cost and are only presented here for reference.*

*\*\* The M&V costs shown in Years 1-3 are limited to M&V-specific services. Other services provided during the period include ongoing training, remote and on-site support, and recurring analysis of building automation system operation. Should the district elect to continue those services beyond Year 3, a pricing proposal will be presented at that time. Exhibit A at the end of this Schedule D includes a detailed overview of services provided in each year.*

### ***Projected Annual Savings***

The Performance Guarantee as established in Schedule C shall consist of savings from multiple scopes of work. The projected savings from each scope of work is presented in the table below.

| Site                | Annual Projected Savings |             |
|---------------------|--------------------------|-------------|
|                     | Electric                 | Natural Gas |
|                     | kWh                      | CCF         |
| City Admin          | -62,480                  | 4,550       |
| Aquatic Center      | 220                      | 0           |
| Chamber of Commerce | 720                      | 0           |
| Mansion Park        | 420                      | 0           |
| Public Works        | 21,110                   | -230        |
| Smischny Parking    | 1,640                    | 0           |
| Seven Minute Park   | 930                      | 0           |
| Shoshone Springs    | 0                        | 0           |
| Soda Springs Park   | 710                      | 0           |
| Water Treatment     | 220                      | 0           |
| Wichita Parking     | 1,440                    | 0           |
| Total               | -35,070                  | 4,320       |

The projected savings in the table above are provided for reference only and are not intended to construe a savings guarantee by meter, facility, or energy unit. The savings guarantee is fully defined in Schedule C.

### ***Energy, Water, and Operations & Maintenance (O&M) Rate Data***

The cost of energy in any period will be determined by applying the rates as defined below (“Baseline Energy Rates”), or the actual energy rates during the period, at the discretion of ESCO, to the energy used in a given period for each fuel type. The baseline rates defined below will be escalated as defined in Schedule C: Table C2.

#### **Water Marginal Rates:**

Meters without tiered charges:

| Meter Classification | Base Charge (\$/ billing period) | Consumption Charge (\$/kGal) | Sewer Base Charge (\$/ billing period) | Sewer Consumption Charge (\$/kGal water used) |
|----------------------|----------------------------------|------------------------------|----------------------------------------|-----------------------------------------------|
| City_1.5_ICL         | \$0                              | \$0                          | \$0                                    | \$0                                           |
| City_1_ICL           | \$0                              | \$0                          | \$0                                    | \$0                                           |
| City_2_ICL           | \$0                              | \$0                          | \$0                                    | \$0                                           |
| City_3/4_ICL         | \$0                              | \$0                          | \$0                                    | \$0                                           |
| Com_1.5_ICL          | \$67.83                          | \$10.99                      | \$21.25                                | \$8.74                                        |
| Com_1_ICL            | \$33.92                          | \$10.99                      | \$21.25                                | \$8.74                                        |
| Com_2_ICL            | \$108.52                         | \$10.99                      | \$21.25                                | \$8.74                                        |
| Com_3/4_ICL          | \$19.98                          | \$10.99                      | \$21.25                                | \$8.74                                        |
| Com_3_ICL            | \$217.02                         | \$10.99                      | \$21.25                                | \$8.74                                        |

Meters with tiered charges:

| Meter Classification | Base Charge (\$/ billing period) | Tier 1 Consumption Charge (\$/kGal) | Tier 2 Consumption Charge (\$/kGal) | Tier 3 Consumption Charge (\$/kGal) | Sewer Base Charge (\$/ billing period) | Sewer Consumption Charge (\$/kGal water used) |
|----------------------|----------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|----------------------------------------|-----------------------------------------------|
| Res_1.5_ICL          | \$67.83                          | \$9.42                              | \$12.64                             | \$15.99                             | \$21.25                                | \$8.74                                        |
| Res_1_ICL            | \$33.92                          | \$9.42                              | \$12.64                             | \$15.99                             | \$21.25                                | \$8.74                                        |
| Res_2_ICL            | \$108.52                         | \$9.42                              | \$12.64                             | \$15.99                             | \$21.25                                | \$8.74                                        |
| Res_3/4_ICL          | \$19.98                          | \$9.42                              | \$12.64                             | \$15.99                             | \$21.25                                | \$8.74                                        |
| Res_3/4_OCL          | \$23.15                          | \$11.47                             | \$15.39                             | \$19.45                             | \$21.25                                | \$8.74                                        |

\*Tier 1 applies to all kGal from 0-8, Tier 2 applies to all kGal between 8 and 15, and Tier 3 applies to all kGal over 15.

### **Common ECM Assumptions**

#### *Weather Data Source*

Data for weather compensation adjustments will be actual climate data obtained from the National Weather Service Station in Colorado Springs, CO based on location. In the event the specified weather station is de-activated, weather data will be collected from the nearest weather station with suitable observations. If the data source becomes unavailable or a superior source is identified, ESCO may select an alternative data source with Customer's approval.

#### *Building Occupancy Schedules*

Provided below is a table summarizing the building occupancy schedules used within the savings calculations. In the event that there are any changes or deviations to this occupancy schedule, an appropriate adjustment will be made in accordance with the Adjustment Schedule set forth in the Customer Responsibilities for Performance Guarantee.

| Facility      | Day Type                   | Daily Schedule       |
|---------------|----------------------------|----------------------|
| Memorial Hall | Monday, Wednesday – Friday | 8am – 5pm            |
|               | Tuesday                    | 8am – 5pm, 6pm – 8pm |
|               | Saturday – Sunday          | 9am – 2pm            |

#### *Standards of Service and Comfort*

Provided below is a table summarizing the temperature setpoints used within the savings calculations. Political Subdivision agrees to operate the conditioned spaces in the facilities within the temperature ranges scheduled in the table below. In the event that there are any changes or deviations to these standards of service and comfort, an appropriate adjustment will be made in accordance with the Adjustment Schedule set forth in the Customer Responsibilities for Performance Guarantee.

|            | Heating | Cooling |
|------------|---------|---------|
| Occupied   | 70°F    | 74°F    |
| Unoccupied | 60°F    | 85°F    |

## Option A – Water Meter Replacement

- A. Overview of M&V Plan, and Savings Calculation
- B. Water/Sewer Water Savings Calculations
- C. Key Parameter Measurement Strategy
- D. Parameter Estimates
- E. Cost Savings Calculations

### A. Overview of M&V Plan, and Savings Calculation

Savings in this section are determined by using an “Option A: Retrofit Isolation – Key Parameter Measurement” approach as described in the International Performance Measurement & Verification Protocol (IPMVP Volume I, EVO 10000-1:2012). The remainder of this section describes the water savings calculations, key parameter measurements that will be conducted, parameters that will be estimated and those values, and how cost savings will be calculated. The water and cost savings that are determined using this one-time measurement approach will be the annual savings values used for each year of the Performance Period.

### B. Water/Sewer Water Savings Calculations

Provided within this section is an explanation of the calculations that will be used to perform water/sewer water savings calculations for this verification method.

#### Equations and Analysis of Water/Sewer Water Savings

Savings are calculated as the difference in total billed water consumption from the baseline conditions, and the Performance Period conditions. The below equations will be used to determine savings for water and sewer water.

The baseline billed water consumption is simply the water consumption billed each month across all accounts during the period of December 2022 to November 2023.

The billed water consumption for the Performance Period is a calculated value to allow for a fair comparison to the baseline conditions. To arrive at the Performance Period billed water consumption, the first step is to compute the actual baseline water consumption from the billed baseline water consumption and baseline water meter accuracy. A fair comparison of performance requires the Performance Period actual consumption to be equal to this calculated actual baseline water consumption. The billed consumption for the Performance Period is calculated similarly to the method used to determine the actual baseline consumption but instead uses Performance Period water meter accuracy data. The formulas below define this process.

#### Equation 1 – Billed Baseline Water Consumption

$$H_m = \sum_{i=1}^{12} B_i$$

Where,

$H_m$  = Billed annual baseline water consumption for account m

$B_i$  = Billed water consumption for calendar month i

#### Equation 2 – Actual Baseline Water Consumption

$$C_m = \sum_{i=1}^{12} B_i \times \left( \sum_{j=1}^k \frac{P_j}{A_j} \right)$$

Where,

$C_m$  = Actual annual baseline water consumption for account m  
 $P_j$  = Percent of water consumption for flow rate category j  
 $A_j$  = Baseline accuracy of water meter in flow category j

#### Equation 3 – Performance Period Water Consumption

$$D_m = C_m$$

Where,

$D_m$  = Actual annual Performance Period water consumption for account m

#### Equation 4 – Billed Performance Period Water Consumption

$$E_m = \sum_{i=1}^{12} B_i \times \left( \frac{\sum_{j=1}^k P_j \times F_j}{\sum_{j=1}^k P_j \times A_j} \right)$$

Where,

$E_m$  = Billed annual Performance Period water consumption for account m

$F_j$  = Performance Period accuracy of water meter in flow category j

#### Equation 5 – Increased Billed Water Consumption

$$G = \sum_{m=1}^n E_m - H_m$$

Where,

$G$  = Water consumption metered and billed due to project on all accounts

### C. Key Parameter Measurement Strategy

This section outlines the measurements that will be conducted to determine the measured values in the equations provided above in Paragraph B. Of the four variables that are included as non-calculated inputs to the equations, three will be determined by measurements. Those three are  $B_i$  (billed water consumption for calendar month i),  $A_j$  (baseline accuracy of water meter in flow category j), and  $F_j$  (Performance Period accuracy of water meter in flow category j). The sub-sections below define what will be measured during each phase of the project and the requirements for those measurements.

#### Pre-Implementation Measurements and Documentation

$B_i$  (billed water consumption for calendar month i) will be recorded for each meter included in the project. This data has been collected by the Customer through the water billing performed during the date range specified in Paragraph B. No additional measurements will be taken in association with parameter  $B_i$ .

$A_j$  (baseline accuracy of water meter in flow category j) will be determined by taking samples of the accuracy of the pre-project water meters. This will be completed before the existing meters have been replaced. Accuracy will be computed by dividing measured consumption by the actual water flow during a short term test. These tests may be performed at the meter location or at a remote testing facility. The average accuracy percentage for each class will be used as the appropriate  $A_j$  figure for each meter. The table below will be used to list the results of these measurements.

|        | Baseline Meter Accuracy Percentage ( $A_j$ ) |                   |              |
|--------|----------------------------------------------|-------------------|--------------|
|        | Max Flow                                     | Intermediate Flow | Minimum Flow |
| ¾ inch | 97.89%                                       | 93.83%            | 88.24%       |

|          | Baseline Meter Accuracy Percentage ( $A_j$ ) |                   |              |
|----------|----------------------------------------------|-------------------|--------------|
|          | Max Flow                                     | Intermediate Flow | Minimum Flow |
| 1 inch   | 95.08%                                       | 94.73%            | 83.78%       |
| 1.5 inch | 101.00%                                      | 100.00%           | 99.00%       |
| 2 inch*  | 97.50%                                       | 97.50%            | 97.50%       |
| 3 inch*  | 97.50%                                       | 97.50%            | 97.50%       |

\*2 and 3 inch fixtures were not measured pre-implementation. The flow accuracies for these fixture types are estimated.

## Post-Implementation Measurements and Documentation

No Post-Implementation Period measurements are required. All post-project measurements will be performed during the Performance Period.

## Performance Period Measurements and Documentation

$F_j$  (Performance Period accuracy of water meter in flow category  $j$ ) will be determined by taking samples of the accuracy of the post-project water meters. This will be completed at least 12 months after the Date of Commencement of this Contract. Accuracy will be computed by dividing measured consumption by the actual water flow during a short-term test. These tests may be performed at the meter location or at a remote testing facility. The average accuracy percentage for each class will be used as the appropriate  $F_j$  figure for each meter. The table below shows the minimum sample sizes for each post-project meter class and will be used to record the results of the measurements. There may be different numbers of pre- and post-project meter classes. ESCO may elect to perform additional measurements beyond the sample size minimums for use in determining the  $F_j$  values. The minimum sample size for each meter class will be the smaller of 10 meters and 1% of the new population of the meter class.

|          | Performance Period Meter Accuracy Percentage ( $F_j$ ) |                   |              | Meter Quantity | Minimum Sample Size |
|----------|--------------------------------------------------------|-------------------|--------------|----------------|---------------------|
|          | Max Flow                                               | Intermediate Flow | Minimum Flow |                |                     |
| ¾ inch   |                                                        |                   |              | 1,852          | 10                  |
| 1 inch   |                                                        |                   |              | 53             | 1                   |
| 1.5 inch |                                                        |                   |              | 26             | 1                   |
| 2 inch   |                                                        |                   |              | 27             | 1                   |
| 3 inch   |                                                        |                   |              | 3              | 1                   |

## D. Parameter Estimates

Of the parameters identified under the equations for water savings in Section B, only  $P_j$  (percent of water consumption for flow rate category  $j$ ) will be estimated. Each water meter will be assigned flow rate by meter size. The table below defines the estimated  $P_j$  values for each meter size.

| Category            | Percentage of Water Consumption ( $P_j$ ) |           |           |
|---------------------|-------------------------------------------|-----------|-----------|
|                     | Max. Flow                                 | Int. Flow | Min. Flow |
| Residential         | 7%                                        | 78%       | 15%       |
| Commercial and City | 20%                                       | 70%       | 10%       |

## E. Cost Savings Calculations

Provided below are the methods and equations used to determine the cost savings associated with this particular methodology.

Cost Savings are calculated as the difference between the baseline and Performance Period energy/water costs using the utility rates as defined above in Schedule D: Water/Sewer Water Rate Data. The applicable water rates will be applied to the baseline and Performance Period water consumption as determined in Paragraph B for each meter. Savings will be escalated as specified in table C2 of Schedule C, Baseline Rates and Annual Escalation Rates.

## ***Non-Measured Savings***

- A. Overview of M&V Plan, and Savings Calculation
- B. Annual Non-Measured Savings

- A. Overview of M&V Plan, and Savings Calculation

The Actual Savings associated with this methodology will be agreed upon as outlined herein and will not be verified by measurements after implementation has occurred. Customer and ESCO agree to accept the annual savings values included in Section B with no additional verification. In the event that verification steps are performed by Customer or ESCO, the annual savings values included in Section B will still be the reported savings and values used for reconciling the guarantee in Schedule C. Section B details the agreed upon savings by measure and by category.

- B. Annual Non-Measured Savings

### Utility Cost Savings

Once the construction of each of the measures below has reached Substantial Completion, the annual savings in the table below will be prorated monthly for each measure until the Savings Guarantee Commencement Date. The annual savings in the table below for each measure will be claimed for each Guarantee Year after the Savings Guarantee Commencement Date. Savings will be escalated as specified in table C2 of Schedule C, Baseline Rates and Annual Escalation Rates.

| Utility Cost Savings Measure | Cost Savings at<br>Baseline Rates | Cost Savings at Year<br>One Rates |
|------------------------------|-----------------------------------|-----------------------------------|
| City Admin Lighting          | \$670                             | \$789                             |
| City Admin Windows           | \$200                             | \$235                             |
| City Admin HVAC              | -\$5,440                          | -\$6,403                          |
| Aquatic Center Lighting      | \$20                              | \$24                              |
| Chamber of Commerce Lighting | \$80                              | \$94                              |
| Mansion Park Lighting        | \$50                              | \$59                              |
| Public Works Lighting        | \$2,190                           | \$2,578                           |
| Schmichny Parking Lighting   | \$200                             | \$235                             |
| Seven Minute Park Lighting   | \$110                             | \$129                             |
| Soda Springs Park Lighting   | \$80                              | \$94                              |
| Water Treatment Lighting     | \$10                              | \$12                              |
| Wichita Parking Lighting     | \$160                             | \$188                             |
| Total                        | -\$1,670                          | -\$1,966                          |

Any savings accrued prior to the Savings Guarantee Commencement Date will be considered Excess Savings and will be based on the Baseline Rate values in the table above.

### Operation and Maintenance Savings

The annual savings in the table below for each measure will be claimed for each Guarantee Year after the Savings Guarantee Commencement Date. Savings will be escalated as specified in table C2 of Schedule C, Baseline Rates and Annual Escalation Rates.

| Operation and Maintenance Savings Measure | Cost Savings |
|-------------------------------------------|--------------|
| Lighting Materials                        | \$1,059      |
| Water Meters                              | \$10,000     |
| Total                                     | \$11,059     |

Telecom savings through Blue Wave will be claimed as \$107,988 per year, with no escalation, for Guarantee Years 1-15.

## *Customer Responsibilities For Performance Guarantee*

### **General Responsibilities**

Political Subdivision acknowledges and agrees that proper maintenance is essential to any energy conservation program. Therefore, Political Subdivision agrees to undertake the following responsibilities:

Political Subdivision agrees to: (1) provide, or cause its suppliers to provide, periodic utility invoices to ESCO within ten (10) days of receipt, (2) execute all Customer responsibilities as outlined herein, and (3) provide to ESCO reasonable access to all Political Subdivision facilities and information necessary for ESCO to perform its responsibilities. Access will include, but is not limited to, the following items:

- All buildings listed within this Contract
- All municipal buildings and properties served by the meters listed within this Contract
- All mechanical equipment rooms in the buildings listed within this Contract
- All temperature control and energy management systems which control part or all of any of the buildings listed within this Contract
- Personnel with responsibility for operating and/or managing any of the buildings listed within this Contract
- Monthly utility invoices and billing history for all of the meters listed within this Contract
- Construction documents, equipment inventories, and other documents that may be helpful in evaluating a cause for adjustment as listed within this Contract
- Any data from meters or sub-meters relevant to M&V associated with this Contract

Political Subdivision will solely be responsible for providing communications and/or network interface to all buildings for operation and PASS support.

Political Subdivision will perform daily facilities monitoring and promptly review any alarm summaries.

Political Subdivision will designate a "Primary Operator" of the system. The Primary Operator is defined as the individual who will be trained by ESCO during the installation period and will be responsible for daily operation and maintenance of the equipment and systems necessary to achieve the Performance Guarantee. Political Subdivision will notify ESCO within five (5) days after the departure or termination of the Primary Operator. Within ten (10) days of the departure of the current Primary Operator, Political Subdivision will designate a new Primary Operator and shall provide ESCO access to train the new Primary Operator. ESCO shall train a new Primary Operator at the sole expense of Political Subdivision on a time and materials basis.

### **Maintenance Responsibilities**

Political Subdivision agrees to use its best efforts to maintain the ECMs in original operating condition ("Original Operating Condition") with allowance for normal wear and tear. If an ECM is operating at any state other than the Original Operating Condition as defined above ("Failed ECM"), Political Subdivision agrees to (1) repair or replace the ECM immediately, and (2) contact a PASS representative at 1-800-274-5551 option 4, within 24 hours of such event. ESCO reserves the right to adjust the amount of Performance Guarantee associated with the Failed ECM for the duration of the failure in the Annual Savings Guarantee.

Political Subdivision will agree to maintain all parts of the Project site(s) where the ECM(s) reside including but not limited to components, equipment, machinery, energy management systems, structure of the facility(s), computer hardware, network and IT systems, either existing or newly installed. Political Subdivision must comply with the general maintenance requirements specified by equipment manufacturers and the maintenance tasking guidelines included in the operating and maintenance manual. Political Subdivision will be responsible to provide to ESCO documentation that proper maintenance has been performed at ESCO'S request within fifteen (15) days of written request.

Notwithstanding anything to the contrary contained herein, all ECM(s) must be maintained in proper working condition in all cases where the performance of said ECM(s) affects or could affect the ability to achieve, measure or verify the Annual Savings Guarantee. Should Political Subdivision refuse to perform the required maintenance as required in this Contract, ESCO and Political Subdivision shall agree to one of the following means of recourse: (1) ESCO will adjust the Performance Guarantee associated with that ECM pursuant to the Customer Responsibilities for Performance Guarantee., or (2) ESCO may terminate this Performance Guarantee and any and all obligations and liabilities of

ESCO associated therewith upon fifteen (15) days written notice.

## **Adjustment Responsibilities**

In addition to the responsibilities of Political Subdivision set forth in this Schedule, Political Subdivision also agrees to undertake the responsibilities set forth in the Adjustment Schedule as necessary.

## **Adjustment Schedule**

Below is the procedure for accounting for non-routine adjustments for any of the utility meters included in Schedule D. A non-routine adjustment is required for any change outside of those explicitly defined in Schedule D that will impact the energy use or the verified savings under this Contract. It is Political Subdivision's responsibility to notify ESCO of any changes that may necessitate a non-routine baseline adjustment and to perform the required non-routine baseline adjustment steps identified below at Political Subdivision's sole expense.

## **Customer Required Non-Routine Baseline Adjustment Responsibilities**

If the required non-routine baseline adjustment steps are not performed, and the change is greater than the threshold limit, savings will be determined with the Assumed Savings Procedure Adjustment, as defined below. Actual Savings will be determined using the Assumed Savings Procedure Adjustment for all billing periods until the required non-routine baseline adjustment steps have been completed, or until the change which necessitated the non-routine baseline adjustment is no longer in place. If Political Subdivision fails to notify ESCO of a change necessitating a non-routine baseline adjustment or fails to provide details of the change, savings will be determined with the Assumed Savings Procedure Adjustment.

If the required non-routine baseline adjustment steps are not performed, and the change is less than the threshold limit, savings will be determined with the "Estimated Savings Procedure Adjustment". Actual Savings will be determined using the Estimated Savings Procedure Adjustment for all billing periods until the required non-routine baseline adjustment steps have been completed, or until the change which necessitated the non-routine baseline adjustment is no longer in place.

### **1. Addition of New Building or New Energy User**

- All utility services to the building or energy user which affect the energy use of any meter included in Schedule D must be sub-metered at Political Subdivision's expense.
- Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Schedule D or 20,000 ft<sup>2</sup>.

### **2. Addition to Existing Building**

- All utility services to the addition which affect the energy use of any meter included in Schedule D must be sub-metered at Political Subdivision's expense.
- Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Schedule D or 20,000 ft<sup>2</sup>.

### **3. Renovation / Modification to Existing Building or Utility Service**

- All utility services for the affected portion of the building must be sub-metered before and after the change until the effect on the energy consumption has been determined at Political Subdivision's expense.
- Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Schedule D or 20,000 ft<sup>2</sup>.

### **4. Demolition / Abandonment of Existing Building or Utility Service**

- All utility services for the affected buildings must be sub-metered before and after the change until the effect on the energy consumption has been determined at Political Subdivision's expense.
- Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Schedule D or 20,000 ft<sup>2</sup>.

### **5. Re-commissioning of Out of Service Building**

- All utility services for the affected buildings must be sub-metered before and after the change until the effect on

the energy consumption has been determined at Political Subdivision's expense.

- Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Schedule D or 20,000 ft<sup>2</sup>.

#### **6. Change in Occupancy**

- Political Subdivision must perform, or cause to be performed, at Political Subdivision's expense, a calibrated computer simulation to account for the change. If the impact computed by the simulation is greater than 20% of the projected savings on the meter, the "Assumed Savings Procedure" listed below will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
- Threshold limit: 5% of the total occupant count in the base year.

#### **7. Change in Schedule**

- Political Subdivision must perform, or cause to be performed, at Political Subdivision's expense, a calibrated computer simulation to account for the change. If the impact computed by the simulation is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
- Threshold limit: 5% of the total scheduled hours for the meter as defined in Schedule D.

#### **8. Change in Set-points**

- Political Subdivision must perform, or cause to be performed, at Political Subdivision's expense, a calibrated computer simulation to account for the change. If the impact computed by the simulation is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
- Threshold limit: An average of 0.5° from the set-points defined in Schedule D.

#### **9. Change in Operational Calendar**

- Political Subdivision must perform, or cause to be performed, at Political Subdivision's expense, a calibrated computer simulation to account for the change. If the impact computed by the simulation is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
- Threshold limit: 5% of the total scheduled hours for the meter as defined in Schedule D.

#### **10. Change in Plug Load**

- Political Subdivision must perform, or cause to be performed, at Political Subdivision's expense, a simulation of energy impact to account for the change. If the computed impact is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
- Threshold limit: 1% of the base year peak 15-minute average kW for the affected meter.

#### **11. Customer Initiated ECMs**

- Political Subdivision must develop and execute an M&V plan at Political Subdivision's expense, which has been reviewed and approved by ESCO, to evaluate the impact of the change. If the impact determined by the M&V plan is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
- Threshold limit: 2% of the projected savings on any affected meter.

#### **12. Missing Bills**

- Political Subdivision is required to provide ESCO with utility bills for meters defined in Schedule D within ten (10) days of receipt of each bill or provide ESCO direct access to retrieve the utility bills electronically. If utility bills are not received by ESCO within sixty (60) days of the end of the service date, the Assumed Savings Procedure will be used.

#### **13. Failure to Operate ECMs According to Operational and Design Intent**

- Political Subdivision agrees to operate the ECMs according to the Operational and Design Intent of the ECMs. Failure to do so will necessitate a baseline adjustment using the Assumed Savings Procedure.

#### **14. Failure to Perform Project Specific Customer Responsibilities**

- Political Subdivision agrees to perform the project specific Political Subdivision responsibilities as defined in the Customer Responsibilities for Performance Guarantee. Failure to do so will necessitate a baseline adjustment using the Assumed Savings Procedure.

#### **15. Other Causes**

- Any change that impacts the energy use on the meters defined in Schedule D that does not fit into any of the other categories may still require a non-routine baseline adjustment. Political Subdivision will notify ESCO before any change is made so that an agreeable adjustment strategy can be determined. If no agreeable adjustment method can be reached, the Assumed Savings Procedure will be used.

#### **Assumed Savings Procedure Adjustment**

- If the Actual Savings for the affected meter(s) in the prior Guarantee Year are greater than or equal to the projected savings for the affected meter(s), the Actual Savings from the prior Guarantee Year will be reported while savings are assumed for the affected meter(s).
- If the Actual Savings for the affected meter(s) in the prior Guarantee Year are less than the projected savings for the affected meter(s) and there have been less than twenty-four (24) months since the commencement of the Performance Period, Actual Savings will be reported at the projected savings level while savings are assumed for the affected meter(s).
- If the Actual Savings for the affected meter(s) in the prior Guarantee Year are less than the projected savings for the affected meter(s) and there have been twenty-four (24) months or more since the commencement of the Performance Period, Actual Savings will be reported as the average of the achieved savings over the two (2) most recent Guarantee Year plus half (1/2) of the difference between the projected savings and the average of the achieved savings over the two (2) most recent Guarantee Years.
  - If pursuant to the Assumed Savings Procedure, ESCO makes improvements to the Project beyond the original scope as defined in Schedule A., which results in an increase in the Actual Savings, an M&V plan accounting for those improvements will be executed and the resulting savings will be added to the Actual Savings.

#### **Estimated Savings Procedure Adjustment**

- At ESCO'S sole discretion, ESCO will estimate the impact of the change using computerized building simulations, manual calculations, or other generally accepted estimating procedures and may ignore any changes which fall below the threshold limit.

# SCHEDULE D - EXHIBIT A: PERFORMANCE ASSURANCE SUPPORT SERVICES

## SECTION 1 – SERVICES DURING INITIAL TERM

ESCO shall provide the Performance Assurance Support Services or PASS (the “Services”) defined below to Customer during the Initial Term as defined in Schedule D.

### Contract Year 1

#### Remote Management, Training & Technical Support

Schneider Electric will provide 10 hours of remote management support. This time can be used for any of the following activities including scheduling, system adjustment, on-demand remote management system training or technical support. All Remote Support is client-initiated and it is the expectation of Schneider Electric that if a client does not remain on the phone for the duration of the time required to accomplish the task, the customer will accept the time, up to the limit of the hours already purchased and not used, that the Schneider Electric representative documents as used for that task. No credit will be given towards future years if all of the 10 hours are not used by the end of the project year. If all of the hours are exhausted at any time before the end of the year, additional hours can be purchased in 10-hour blocks which will remain available for use until the end of the next project year.

#### Measurement & Verification with Savings Reporting Portal

Schneider Electric will perform the measurement & verification as outlined in the M&V plan and will update the savings and performance portal as data is received. This website contains charts and graphs showing the savings by month and by meter for the project. Customer will be given web access to the Schneider Electric Resource Advisor website for the contacts specified by Customer. Changes to that contact list can be made at any time. Data can only be updated on this website if utility bills and other necessary information are provided. If bills and other necessary information are not provided, Schneider Electric is not responsible for maintaining updated information in the savings and performance portal until the missing data is provided.

#### On-Site Visit

Schneider Electric will provide On-Site Consulting consisting of 2 site visits per year. This service will include a site assessment to determine current conditions and identify areas of improvement. Each site visit will be documented in a report indicating the findings and outlining a plan for further improvement. Each site visit will vary depending upon the needs of that particular visit. Customer is responsible for providing access to all mechanical and electrical equipment and any supervision required by Customer. Site visits must be requested 14 days or more prior to the requested date. Schneider Electric and Customer will work to schedule a mutually acceptable date for each visit.

#### Revenue Monitoring Plan

Schneider Electric will provide water billing analysis services to assist Customer in minimizing apparent losses in water billing revenue. A bi-annual report of findings and recommendations will be provided to Customer. This analysis and reporting will help identify failed meters, meters which may be reading inaccurately, and meters which aren't capturing the appropriate revenue for the owner's water

consumption. Recommendations as part of the Revenue Monitoring Plan may include a list of meters to replace or rebuild and water meter customer sites to investigate for failure or reclassification. An annual summary of all findings, results, and additional captured revenue will be provided to Customer.

## **Contract Year 2**

### Remote Management, Training & Technical Support

Schneider Electric will provide 10 hours of remote management support. This time can be used for any of the following activities including scheduling, system adjustment, on-demand remote management system training or technical support. All Remote Support is client-initiated and it is the expectation of Schneider Electric that if a client does not remain on the phone for the duration of the time required to accomplish the task, the customer will accept the time, up to the limit of the hours already purchased and not used, that the Schneider Electric representative documents as used for that task. No credit will be given towards future years if all of the 10 hours are not used by the end of the project year. If all of the hours are exhausted at any time before the end of the year, additional hours can be purchased in 10-hour blocks which will remain available for use until the end of the next project year.

### Remote System Monitoring & Reporting

Schneider Electric will remotely access your management system on a monthly basis. During each session, the system will be inspected and variables will be compared to the contractual agreement. Additionally, Schneider Electric will inspect the system for other areas of malfunction or waste and report those findings for Customer review. All findings will be reported and that report will be delivered to Customer electronically. Schneider Electric will notify Customer if remote access is not available. Customer is responsible for restoring remote access and notifying Schneider Electric. Schneider Electric is not responsible for providing the planned service session if remote access is unavailable.

### Measurement & Verification with Savings Reporting Portal

Schneider Electric will perform the measurement & verification as outlined in the M&V plan and will update the savings and performance portal as data is received. This website contains charts and graphs showing the savings by month and by meter for the project. Customer will be given web access to the Schneider Electric Resource Advisor website for the contacts specified by Customer. Changes to that contact list can be made at any time. Data can only be updated on this website if utility bills and other necessary information are provided. If bills and other necessary information are not provided, Schneider Electric is not responsible for maintaining updated information in the savings and performance portal until the missing data is provided.

### On-Site Visit

Schneider Electric will provide On-Site Consulting consisting of 1 site visit per year. This service will include a site assessment to determine current conditions and identify areas of improvement. Each site visit will be documented in a report indicating the findings and outlining a plan for further improvement. Each site visit will vary depending upon the needs of that particular visit. Customer is responsible for providing access to all mechanical and electrical equipment and any supervision required by Customer. Site visits must be requested 14 days or more prior to the requested date. Schneider Electric and Customer will work to schedule a mutually acceptable date for each visit.

### Revenue Monitoring Plan

Schneider Electric will provide water billing analysis services to assist Customer in minimizing apparent losses in water billing revenue. A bi-annual report of findings and recommendations will be provided to Customer. This analysis and reporting will help identify failed meters, meters which may be reading inaccurately, and meters which aren't capturing the appropriate revenue for the owner's water consumption. Recommendations as part of the Revenue Monitoring Plan may include a list of meters to replace or rebuild and water meter customer sites to investigate for failure or reclassification. An annual summary of all findings, results, and additional captured revenue will be provided to Customer.

### **Contract Year 3**

#### Remote Management, Training & Technical Support

Schneider Electric will provide 10 hours of remote management support. This time can be used for any of the following activities including scheduling, system adjustment, on-demand remote management system training or technical support. All Remote Support is client-initiated and it is the expectation of Schneider Electric that if a client does not remain on the phone for the duration of the time required to accomplish the task, the customer will accept the time, up to the limit of the hours already purchased and not used, that the Schneider Electric representative documents as used for that task. No credit will be given towards future years if all of the 10 hours are not used by the end of the project year. If all of the hours are exhausted at any time before the end of the year, additional hours can be purchased in 10-hour blocks which will remain available for use until the end of the next project year.

#### Measurement & Verification with Savings Reporting Portal

Schneider Electric will perform the measurement & verification as outlined in the M&V plan and will update the savings and performance portal as data is received. This website contains charts and graphs showing the savings by month and by meter for the project. Customer will be given web access to the Schneider Electric Resource Advisor website for the contacts specified by Customer. Changes to that contact list can be made at any time. Data can only be updated on this website if utility bills and other necessary information are provided. If bills and other necessary information are not provided, Schneider Electric is not responsible for maintaining updated information in the savings and performance portal until the missing data is provided.

#### On-Site Visit

Schneider Electric will provide On-Site Consulting consisting of 1 site visit per year. This service will include a site assessment to determine current conditions and identify areas of improvement. Each site visit will be documented in a report indicating the findings and outlining a plan for further improvement. Each site visit will vary depending upon the needs of that particular visit. Customer is responsible for providing access to all mechanical and electrical equipment and any supervision required by Customer. Site visits must be requested 14 days or more prior to the requested date. Schneider Electric and Customer will work to schedule a mutually acceptable date for each visit.

#### Revenue Monitoring Plan

Schneider Electric will provide water billing analysis services to assist Customer in minimizing apparent losses in water billing revenue. A bi-annual report of findings and recommendations will be provided to Customer. This analysis and reporting will help identify failed meters, meters which may be reading inaccurately, and meters which aren't capturing the appropriate revenue for the owner's water consumption. Recommendations as part of the Revenue Monitoring Plan may include a list of meters to replace or rebuild and water meter customer sites to investigate for failure or reclassification. An annual summary of all findings, results, and additional captured revenue will be provided to Customer.

## SECTION 2 – SERVICES AFTER INITIAL TERM

After the end of Initial Term and each subsequent term thereafter, Customer may either (1) renew the same level of Service as set forth in the Initial Term or previous term, (2) change the Service level by selecting one or more of the options defined below, or (3) terminate this PASS Agreement and the Savings Guarantee in accordance with the termination provisions contained herein. All prices will be calculated at the time of renewal.

### **Contract Year 4 – \$10, 315 (proposed)**

#### Remote Management, Training & Technical Support

Schneider Electric will provide 10 hours of remote management support. This time can be used for any of the following activities including scheduling, system adjustment, on-demand remote management system training or technical support. All Remote Support is client-initiated and it is the expectation of Schneider Electric that if a client does not remain on the phone for the duration of the time required to accomplish the task, the customer will accept the time, up to the limit of the hours already purchased and not used, that the Schneider Electric representative documents as used for that task. No credit will be given towards future years if all of the 10 hours are not used by the end of the project year. If all of the hours are exhausted at any time before the end of the year, additional hours can be purchased in 10-hour blocks which will remain available for use until the end of the next project year.

#### Measurement & Verification with Savings Reporting Portal

Schneider Electric will perform the measurement & verification as outlined in the M&V plan and will update the savings and performance portal as data is received. This website contains charts and graphs showing the savings by month and by meter for the project. Customer will be given web access to the Schneider Electric Resource Advisor website for the contacts specified by Customer. Changes to that contact list can be made at any time. Data can only be updated on this website if utility bills and other necessary information are provided. If bills and other necessary information are not provided, Schneider Electric is not responsible for maintaining updated information in the savings and performance portal until the missing data is provided.

#### On-Site Visit

Schneider Electric will provide On-Site Consulting consisting of 1 site visit per year. This service will include a site assessment to determine current conditions and identify areas of improvement. Each site visit will be documented in a report indicating the findings and outlining a plan for further improvement. Each site visit will vary depending upon the needs of that particular visit. Customer is responsible for providing access to all mechanical and electrical equipment and any supervision required by Customer. Site visits must be requested 14 days or more prior to the requested date. Schneider Electric and Customer will work to schedule a mutually acceptable date for each visit.

#### Revenue Monitoring Plan

Schneider Electric will provide water billing analysis services to assist Customer in minimizing apparent losses in water billing revenue. An annual report of findings and recommendations will be provided to Customer. This analysis and reporting will help identify failed meters, meters which may be reading inaccurately, and meters which aren't capturing the appropriate revenue for the owner's water consumption. Recommendations as part of the Revenue Monitoring Plan may include a list of meters to replace or rebuild and water meter customer sites to investigate for failure or reclassification. An annual summary of all findings, results, and additional captured revenue will be provided to Customer.

### **SECTION 3 – TERMINATION & EXPIRATION**

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE EVENT THE PASS PLAN EXPIRES OR IS CANCELED OR TERMINATED BY CUSTOMER FOR ANY REASON, THE PERFORMANCE GUARANTEE SET FORTH IN SCHEDULE II(C) OF THE CONTRACT SHALL BE DEEMED TO HAVE BEEN SATISFIED AND FULFILLED AS OF THE EFFECTIVE DATE OF EXPIRATION, CANCELLATION OR TERMINATION OF THE PASS PLAN, AND ESCO SHALL HAVE NO FURTHER OBLIGATIONS OR LIABILITIES ASSOCIATED WITH SUCH PERFORMANCE GUARANTEE.

## EPC SCHEDULE E

### CODE COMPLIANCE REQUIREMENTS

#### Code Compliance Requirement

*It is the intent of this schedule to initially determine the requirements for code review, construction permits, and the cost for said items with the building official and the code authority. An EPC project might include replacement of existing systems; it is not within the ESCO's or Principal Representative's authority to waive any code compliance or local permit requirements. The code official should be contacted after the list of recommended measures is developed to confirm the requirements and the potential cost of code work. While the code review agents are expected to conduct their work with due diligence, this in no way relieves the ESCO and any contractors from their obligations to design and construct the project in conformance with the adopted codes nor is it intended to transfer any duties, obligations, or liabilities of the design and construction teams to the code review agents.*

| Utility Cost Savings<br>/FIM Measure | Code<br>required<br>(Y/N) | Documentation review cost (\$)                       | Field<br>inspection/<br>permit cost (\$) |
|--------------------------------------|---------------------------|------------------------------------------------------|------------------------------------------|
| Lighting LED Upgrades                | N                         | N/A                                                  | N/A                                      |
| Mechanical                           | Y                         | Customer is the AHJ and has agreed to waive the fees | N/A                                      |
| Water Meter                          | N                         | N/A                                                  | N/A                                      |
| IT Scope                             | N                         | N/A                                                  | N/A                                      |
| Window                               | N                         | N/A                                                  | N/A                                      |

## EPC Schedule F

### Schedule of Values Template

Below is a sample template schedule of values for the project. A final schedule of values will be provided after the Effective Date of this Contract.

| A        | B                          | C               | D                            | E           | F                                          | G                                          | H       | I                       | J         |
|----------|----------------------------|-----------------|------------------------------|-------------|--------------------------------------------|--------------------------------------------|---------|-------------------------|-----------|
| ITEM NO. | DESCRIPTION OF WORK        | SCHEDULED VALUE | WORK COMPLETED               |             | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % G/C   | BALANCE TO FINISH (C-G) | RETAINAGE |
|          |                            |                 | FROM PREV. APPLICATION (D+E) | THIS PERIOD |                                            |                                            |         |                         |           |
| 1        | IGA and Design Development |                 | 0.00                         | 0.00        | 0.00                                       | 0.00                                       | 0.00    | 0.00                    | 0.00      |
| 2        | Mobilization               |                 | 0.00                         | 0.00        | 0.00                                       | 0.00                                       | 0.00    | 0.00                    | 0.00      |
| 3        | General                    |                 | 0.00                         | 0.00        | 0.00                                       | 0.00                                       | 0.00    | 0.00                    | 0.00      |
| 4        |                            |                 | 0.00                         | 0.00        | 0.00                                       | 0.00                                       | 0.00    | 0.00                    | 0.00      |
| 5        | ECM 1, Site 1              |                 | 0.00                         | 0.00        | 0.00                                       | 0.00                                       | 0.00    | 0.00                    | 0.00      |
| 6        | ECM 1, Site 2              |                 | 0.00                         | 0.00        | 0.00                                       | 0.00                                       | 0.00    | 0.00                    | 0.00      |
| 7        | ECM 1, Site . . .          |                 | 0.00                         | 0.00        | 0.00                                       | 0.00                                       | 0.00    | 0.00                    | 0.00      |
| 8        | ECM 1, Site Z              |                 | 0.00                         | 0.00        | 0.00                                       | 0.00                                       | 0.00    | 0.00                    | 0.00      |
| 9        |                            |                 | 0.00                         | 0.00        | 0.00                                       | 0.00                                       | 0.00    | 0.00                    | 0.00      |
| 10       | ECM 2, Site 1              |                 | 0.00                         | 0.00        | 0.00                                       | 0.00                                       | 0.00    | 0.00                    | 0.00      |
| 11       | ECM 2, Site 2              |                 | 0.00                         | 0.00        | 0.00                                       | 0.00                                       | 0.00    | 0.00                    | 0.00      |
| 12       | ECM 2, Site . . .          |                 | 0.00                         | 0.00        | 0.00                                       | 0.00                                       | 0.00    | 0.00                    | 0.00      |
| 13       | ECM 2, Site Z              |                 | 0.00                         | 0.00        | 0.00                                       | 0.00                                       | 0.00    | 0.00                    | 0.00      |
| 14       |                            |                 | 0.00                         | 0.00        | 0.00                                       | 0.00                                       | 0.00    | 0.00                    | 0.00      |
| 15       | . . .                      |                 | 0.00                         | 0.00        | 0.00                                       | 0.00                                       | 0.00    | 0.00                    | 0.00      |
| 16       | . . .                      |                 | 0.00                         | 0.00        | 0.00                                       | 0.00                                       | 0.00    | 0.00                    | 0.00      |
| 17       | . . .                      |                 | 0.00                         | 0.00        | 0.00                                       | 0.00                                       | 0.00    | 0.00                    | 0.00      |
| 18       |                            |                 | 0.00                         | 0.00        | 0.00                                       | 0.00                                       | 0.00    | 0.00                    | 0.00      |
| 19       | ECM N, Site 1              |                 | 0.00                         | 0.00        | 0.00                                       | 0.00                                       | 0.00    | 0.00                    | 0.00      |
| 20       | ECM N, Site 2              |                 | 0.00                         | 0.00        | 0.00                                       | 0.00                                       | 0.00    | 0.00                    | 0.00      |
| 21       | ECM N, Site . . .          |                 | 0.00                         | 0.00        | 0.00                                       | 0.00                                       | 0.00    | 0.00                    | 0.00      |
| 22       | ECM N, Site Z              |                 | 0.00                         | 0.00        | 0.00                                       | 0.00                                       | 0.00    | 0.00                    | 0.00      |
| 23       |                            |                 | 0.00                         | 0.00        | 0.00                                       | 0.00                                       | 0.00    | 0.00                    | 0.00      |
| 24       |                            |                 | 0.00                         | 0.00        | 0.00                                       | 0.00                                       | 0.00    | 0.00                    | 0.00      |
| 25       |                            |                 | 0.00                         | 0.00        | 0.00                                       | 0.00                                       | 0.00    | 0.00                    | 0.00      |
| TOTAL    |                            | 0.00            | 0.00                         | 0.00        | 0.00                                       | 0.00                                       | #DIV/0! | 0.00                    | 0.00      |

## Project Estimate Worksheet

The table below is the Project Estimate Worksheet from the Colorado Energy Office's Cost and Pricing Tool.

|    |                                | Project Costing Categories        | IGA Contract Maximum % of Total Project Cost | Actual Final IGA Calculate d % of Total Project Cost | Actual Final IGA Cost | Sub-Totals   | Totals       | Notes                                                                                         |
|----|--------------------------------|-----------------------------------|----------------------------------------------|------------------------------------------------------|-----------------------|--------------|--------------|-----------------------------------------------------------------------------------------------|
| 1  | Investment Grade Audit (IGA)   |                                   |                                              |                                                      |                       |              |              |                                                                                               |
| 2  |                                | Total Facility Area               | 42,164                                       |                                                      | 42,164                |              |              | Unique for each project                                                                       |
| 3  |                                | \$ / Sq Ft                        | \$ 0.250                                     |                                                      | \$0.25                |              |              | See Standard IGA Pricing Table tab.                                                           |
| 4  |                                | Investment Grade Audit Total Cost |                                              |                                                      |                       | \$ 25,797    |              | G4=F2*F3 (Base Cost [Buildings \$10,541]) + Non-Typical Facility Cost (Water Meters \$15,256) |
| 5  |                                |                                   |                                              |                                                      |                       |              |              |                                                                                               |
| 6  | Implementation Costs           |                                   |                                              |                                                      |                       |              |              |                                                                                               |
| 7  |                                | Pre-Construction Costs*           |                                              |                                                      |                       |              |              |                                                                                               |
| 8  |                                | Design and Other Engineering      | 7.50%                                        | 7.46%                                                | \$ 264,019            |              |              | % in column E is calculated from estimated project amount                                     |
| 9  |                                | Pre-Construction Services         | 5.50%                                        | 5.49%                                                | \$ 194,565            |              |              | % in column E is calculated from estimated project amount                                     |
| 10 |                                | Other Pre-Construction Costs      | 2.00%                                        | 2.00%                                                | \$ 70,662             |              |              | % in column E is calculated from estimated project amount                                     |
| 11 |                                | Pre-Construction Cost Subtotal    |                                              | 14.94%                                               |                       | \$ 529,246   |              | G11 = sum (F8:F10)                                                                            |
| 12 |                                | Construction Costs*               |                                              |                                                      |                       |              |              |                                                                                               |
| 13 |                                | Trade Subcontracts                |                                              | 14.82%                                               | \$ 525,013            |              |              | % in column E is calculated from estimated project amount                                     |
| 14 |                                | Design/Build Subcontracts         |                                              | 29.91%                                               | \$ 1,059,227          |              |              | % in column E is calculated from estimated project amount                                     |
| 15 |                                | Direct Purchase Equipment         |                                              | 18.06%                                               | \$ 639,462            |              |              | % in column E is calculated from estimated project amount                                     |
| 16 |                                | Construction Management           | 6.50%                                        | 6.49%                                                | \$ 229,687            |              |              | % in column E is calculated from estimated project amount                                     |
| 17 |                                | Project Engineering               | 3.00%                                        | 2.91%                                                | \$ 102,943            |              |              | % in column E is calculated from estimated project amount                                     |
| 18 |                                | General Conditions                | 4.00%                                        | 3.97%                                                | \$ 140,454            |              |              | % in column E is calculated from estimated project amount                                     |
| 19 |                                | Construction Completion           | 5.00%                                        | 4.98%                                                | \$ 176,199            |              |              | % in column E is calculated from estimated project amount                                     |
| 20 |                                | Other Construction Costs          | 4.00%                                        | 3.93%                                                | \$ 139,174            |              |              | % in column E is calculated from estimated project amount                                     |
| 21 |                                | Construction Cost Subtotal        |                                              | 85.06%                                               |                       | \$ 3,012,159 |              | G21 = SUM(F13:F20)                                                                            |
| 22 | Implementation Costs Subtotal* |                                   |                                              |                                                      |                       |              | \$ 3,541,405 | H22 = SUM(G11+G21)                                                                            |
| 23 |                                |                                   |                                              |                                                      |                       |              |              |                                                                                               |
| 24 | Profit*                        |                                   | 9.00%                                        | 9.000%                                               |                       |              | \$ 352,800   | Value in column H is calculated from estimated project amount                                 |
| 25 |                                |                                   |                                              |                                                      |                       |              |              |                                                                                               |
| 26 | Estimated Project Amount*      |                                   |                                              |                                                      |                       |              | \$ 3,894,205 | H26 = SUM(H22 + H24)                                                                          |
| 27 |                                |                                   |                                              |                                                      |                       |              |              |                                                                                               |
| 28 | Contingency*                   |                                   | 4.00%                                        | 0.00%                                                |                       |              | \$ -         | Value in column H is calculated from estimated project amount                                 |
| 29 |                                |                                   |                                              |                                                      |                       |              |              |                                                                                               |
| 30 | Total Funded Amount*           |                                   |                                              |                                                      |                       |              | \$ 3,920,002 | H30 = SUM(G4+H26+H28)                                                                         |

## EPC Schedule G: Proposed Financial Cost and Cash Flow Analysis

The tables below are examples of information that should be included in the Projected Financial Cost and Cash Flow Analysis schedule. The presented information could be new on the table or copied/summarized from previous schedules. The ESCO should complete this table, or present equivalent information in any format provided that it presents all the required information.

| Projected Financial Performance |                                                                     |  |             |            |
|---------------------------------|---------------------------------------------------------------------|--|-------------|------------|
|                                 | Investment Grade Audit (IGA)                                        |  | \$25,797    | Exhibit B  |
|                                 | Fixed Limit of Construction                                         |  | \$3,894,204 | Schedule H |
|                                 | Client Services                                                     |  | \$18788     | Schedule D |
|                                 | Measurement & Verification Fee                                      |  | \$25,000    | Schedule D |
|                                 | Contingency                                                         |  | \$0         | Schedule B |
|                                 | Maximum Contract Price (MCP) (total of items                        |  | \$3,963,779 |            |
|                                 |                                                                     |  |             |            |
|                                 | Political Subdivision Cash Contribution (one time, not annual)      |  | \$0         | Schedule F |
|                                 | Other Political Subdivision Funds (gifts, grants, donations, etc.), |  | \$0         | Schedule F |
|                                 | Total Amount Financed (MCP minus items above)                       |  | \$3,963,779 |            |

|  |                         |          |  |             |  |
|--|-------------------------|----------|--|-------------|--|
|  | Financial Term in Years | 20 years |  | Other items |  |
|  | Projected Interest Rate | 4.20%    |  | Other items |  |
|  | Other items             |          |  | Other items |  |

| CASH FLOW TABLE (add/delete columns as necessary with the mutual acceptance with owner) (add rows as necessary through financial term) |                                            |                                  |                                      |                                  |                                                 |                                            |                                    |                            |
|----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|----------------------------------|--------------------------------------|----------------------------------|-------------------------------------------------|--------------------------------------------|------------------------------------|----------------------------|
| Year <sup>(1)</sup>                                                                                                                    | Annual Utility Cost Savings <sup>(2)</sup> | Annual Operational & Maintenance | Total Program Savings <sup>(4)</sup> | Payment to Lessor <sup>(5)</sup> | Measurement and Verification Fee <sup>(6)</sup> | Estimated Water Meter Costs <sup>(7)</sup> | Total Program Costs <sup>(8)</sup> | Net Savings <sup>(9)</sup> |
| 1                                                                                                                                      | \$156,829                                  | \$119,047                        | \$275,876                            | \$265,274                        | \$0                                             | \$10,602                                   | \$275,876                          | \$0                        |
| 2                                                                                                                                      | \$164,671                                  | \$119,600                        | \$284,270                            | \$273,350                        | \$0                                             | \$10,920                                   | \$284,270                          | \$0                        |
| 3                                                                                                                                      | \$172,905                                  | \$120,181                        | \$293,085                            | \$281,838                        | \$0                                             | \$11,247                                   | \$293,085                          | \$0                        |
| 4                                                                                                                                      | \$181,551                                  | \$120,790                        | \$302,339                            | \$290,754                        | \$0                                             | \$11,585                                   | \$302,339                          | \$0                        |
| 5                                                                                                                                      | \$190,628                                  | \$121,430                        | \$312,057                            | \$300,125                        | \$0                                             | \$11,932                                   | \$312,057                          | \$0                        |
| 6                                                                                                                                      | \$200,159                                  | \$122,102                        | \$322,260                            | \$309,970                        | \$0                                             | \$12,290                                   | \$322,260                          | \$0                        |
| 7                                                                                                                                      | \$210,167                                  | \$122,808                        | \$332,974                            | \$320,315                        | \$0                                             | \$12,659                                   | \$332,974                          | \$0                        |
| 8                                                                                                                                      | \$220,675                                  | \$123,549                        | \$344,223                            | \$331,184                        | \$0                                             | \$13,039                                   | \$344,223                          | \$0                        |
| 9                                                                                                                                      | \$231,709                                  | \$124,327                        | \$356,035                            | \$342,605                        | \$0                                             | \$13,430                                   | \$356,035                          | \$0                        |
| 10                                                                                                                                     | \$243,295                                  | \$125,144                        | \$368,437                            | \$354,554                        | \$0                                             | \$13,883                                   | \$368,437                          | \$0                        |
| 11                                                                                                                                     | \$255,459                                  | \$126,002                        | \$381,460                            | \$331,407                        | \$0                                             | \$50,053                                   | \$381,460                          | \$0                        |
| 12                                                                                                                                     | \$268,232                                  | \$126,903                        | \$395,133                            | \$343,579                        | \$0                                             | \$51,554                                   | \$395,133                          | \$0                        |
| 13                                                                                                                                     | \$281,644                                  | \$127,848                        | \$409,491                            | \$356,390                        | \$0                                             | \$53,101                                   | \$409,491                          | \$0                        |
| 14                                                                                                                                     | \$295,727                                  | \$128,841                        | \$424,566                            | \$369,872                        | \$0                                             | \$54,694                                   | \$424,566                          | \$0                        |
| 15                                                                                                                                     | \$310,512                                  | \$129,884                        | \$440,395                            | \$384,060                        | \$0                                             | \$56,335                                   | \$440,395                          | \$0                        |
| 16                                                                                                                                     | \$326,038                                  | \$22,991                         | \$349,027                            | \$291,002                        | \$0                                             | \$58,025                                   | \$349,027                          | \$0                        |
| 17                                                                                                                                     | \$342,340                                  | \$24,140                         | \$366,478                            | \$306,713                        | \$0                                             | \$59,765                                   | \$366,478                          | \$0                        |
| 18                                                                                                                                     | \$359,457                                  | \$25,347                         | \$384,802                            | \$323,244                        | \$0                                             | \$61,558                                   | \$384,802                          | \$0                        |
| 19                                                                                                                                     | \$377,430                                  | \$26,615                         | \$404,042                            | \$184,054                        | \$0                                             | \$63,405                                   | \$247,459                          | \$156,583                  |
| 20                                                                                                                                     | \$396,301                                  | \$27,946                         | \$424,245                            |                                  | \$0                                             | \$65,307                                   | \$65,307                           | \$358,938                  |
| <b>Totals</b>                                                                                                                          | \$5,185,729                                | \$1,985,495                      | \$7,171,197                          | \$5,960,292                      | \$0                                             | \$695,384                                  | \$6,655,676                        | \$515,521                  |

|  |                                                                                                                                                                                                                                                             |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <i>Notes: edit/update notes for any additional columns</i>                                                                                                                                                                                                  |
|  | (1) Years starting with the first Guarantee Period through end of Financing Term.                                                                                                                                                                           |
|  | (2) <i>Guaranteed Annual Utility Cost Savings</i> as per Schedule C.                                                                                                                                                                                        |
|  | (3) <i>Guaranteed Annual Operational and Maintenance Savings</i> as per Schedule C.                                                                                                                                                                         |
|  | (if applicable) <i>Annual Vehicle Fleet Operational and Fuel Cost Savings</i>                                                                                                                                                                               |
|  | (4) Total <i>Guaranteed Annual Cost Savings</i> are the sum of Utility, O&M, and Vehicle Savings.                                                                                                                                                           |
|  | (5) Payment to Lessor is based on a Project Interest Rate as indicated. Actual rate will be determined at closing.                                                                                                                                          |
|  | (6) Annual Measurement and Verification Fee as shown on Schedule D.                                                                                                                                                                                         |
|  | (7) Estimated ongoing costs for water meter communication (i.e. cellular data and associated fees). First 10 years of data for cellular end points are included in the project price. Automatic shut-off valves communication and data fees start year one. |
|  | (8) Total Program Costs are the sum of Columns (5, 6 and 7).                                                                                                                                                                                                |
|  | (9) Net Savings equals Total Program Savings less Total Program Costs. Shall be positive each year as required by Statute.                                                                                                                                  |

1) Net savings must never be negative. 2) A surplus in one year cannot be carried forward to create positive cash flow in a subsequent year. 3) Electronic copy should be in EXCEL spreadsheet form.

EPC Schedule G, New 7-2017

## EPC SCHEDULE H

### Certification that Cost-weighted Average Service Life of Equipment Exceeds Financing Term

The table below is an example of the information and calculations to determine the Cost-Weighted Average Service Life of utility cost-savings equipment (**EPC Article 1-X (iv)**).

| Utility Cost-Saving Measure or Facility Improvement Measure <sup>(1)</sup> | Construction Cost <sup>(2)</sup> | Service Life <sup>(3)</sup> | Source of Service Life Value <sup>(4)</sup> | Average Service Life Value <sup>(5)</sup> |
|----------------------------------------------------------------------------|----------------------------------|-----------------------------|---------------------------------------------|-------------------------------------------|
| Lighting LED Upgrades                                                      | \$144,805                        | 16                          | Manufacturer Cutsheets                      | 0.58                                      |
| Mechanical                                                                 | \$978,613                        | 20                          | ASHRAE                                      | 4.94                                      |
| Water Meter                                                                | \$2,693,148                      | 20                          | Manufacturer Cutsheets                      | 13.59                                     |
| IT Scope                                                                   | \$52,241                         | 15                          | Concur w/ City                              | 0.20                                      |
| Window                                                                     | \$69,175                         | 40                          | NACHI                                       | 0.70                                      |
| IGA Fee                                                                    | \$25,797                         |                             |                                             |                                           |
| Total Construction Cost <sup>(6)</sup>                                     | \$3,963,779                      |                             |                                             |                                           |
| Cost-Weighted Average Service of all ECM/FIMs <sup>(7)</sup>               |                                  |                             |                                             | 20.1                                      |
| Financing Agreement Term <sup>(8)</sup>                                    |                                  |                             |                                             | 20                                        |

#### Notes

(1) Final Accepted List of Improvements

(2) Construction Cost as defined on the CEO Cost Estimating Tool

(3) Service Life (indicate source of service life by ECM on the following table)

(4) Provide an abbreviation of the source, then below this table the source full name, date of publication, and any additional information necessary to confirm the value

(5) Formula: Cost of Improvement multiplied by Service Life then divided by Total Construction Cost

(6) Total Construction Cost per CEO Cost Estimating Tool

(7) Total of ECM/FIM Individual Average Service Life Values

*Formula: Cost-Weighted Average Service Life =  $\sum$  each ECM  $\div$  total construction cost  $\times$  service life*

(8) Financing Agreement Term from final Principal Representative financing documents

**(Section 24-30-2001(1)(d), C.R.S.** states that the maximum term of the payments shall be less than the Cost-Weighted Average Useful (service) Life of utility cost-savings equipment for which the contract is made, not to exceed 25 years)

## EPC SCHEDULE I

### RECORD OF REVIEWS (LOCAL GOVERNMENTS)

*This review process is required for all Energy Performance Contracting (EPC) work with any state agencies or Political Subdivisions participating in the Colorado Energy Performance Contracting Program (CEPCP). This document outlines and tracks selected items reviewed by the Colorado Energy Office and/or its Consultants and the Office of the State Architect (OSA), as applicable, of the Investment Grade Audit (IGA) and EPC Project Proposal contract, the IGA Audit Report and EPC Project Proposal, and the EPC documents. These reviews are not legal reviews of the documents and do not replace the Political Subdivision's legal review. The financing proposal (bank loan, bonds, internal funds, or other financing method) is not included in the CEO/OSA review. State agencies shall consult with the State Treasury's office for any financial review/reporting requirements. Political Subdivisions shall perform their own review of the financing proposal.*

**INVESTMENT GRADE AUDIT CONTRACT** (this review shall be completed by a CEPCP member, the Principal Representative of the Governing Body of the Political Subdivision, and, as necessary, the OSA, prior to the ESCO signing the IGA contract)

The IGA Contract review establishes:

- Confirmation that the CEPCP-provided IGA contract and exhibits are being used;
- Scope of Work (IGA Exhibit A) if modified, was only modified within the generally historically allowed changes with approval of the client, the CEPCP reviewer, and OSA as applicable;
- ESCO cost and pricing elements are within the boundaries of the EPC base agreement contract with CEPCP program; and
- No additions, subtractions, or changes have been made to the IGA contract without notifying and receiving approval from the Principal Representative, the CEPCP reviewer, and OSA as applicable.

**CEPCP Reviewer:** \_\_\_\_\_ **Date Completed:** \_\_\_\_\_

**Reviewers Comments:** \_\_\_\_\_

**Client Reviewer:** \_\_\_\_\_ **Date Completed:** \_\_\_\_\_

**Reviewers Comments:** \_\_\_\_\_

**INVESTMENT GRADE AUDIT REPORT AND PROJECT PROPOSAL** (This review shall be completed by a CEPCP member, the Principal Representative, and, as necessary, OSA, prior to finalizing the EPC Project Proposal for an EPC contract)

IGA report review addressed the following:

- IGA has met the minimum requirements as outlined in the CEPCP IGA Exhibit A, Scope of Work;
- Verifies compliance with all applicable legislation for state governments;
- Reviews existing operational assumptions and adds notes as necessary to the Principal Representative and ESCO verifying assumptions are confirmed by the Principal Representative;
- Confirms that adequate technical details follow appropriate methodologies and assumptions used to calculate savings (utility usage reduction) for each Utility Cost Savings Measure or FIM;
- Confirms costs document: engineering/design costs, contractor/vendor estimates, fees, estimated code compliance cost, etc.
- Principal Representative confirms that any operation and/or maintenance (O&M) savings proposed by the ESCO are acceptable. The sufficiency of O&M savings are not reviewed by the CEPCP;
  - Principal Representative Signature \_\_\_\_\_
  - Date: \_\_\_\_\_
- Principal Representative confirms that presented operations, schedules, set points, etc. are acceptable.
  - Principal Representative Signature \_\_\_\_\_
  - Date: \_\_\_\_\_
- Principal Representative confirms commissioning, M&V plans, and any non-verified calculated savings, are in compliance with the CEPCP and that the Principal Representative understands and accepts these items and schedules.

**EPC SCHEDULE I**  
**RECORD OF REVIEWS (LOCAL GOVERNMENTS)**

- Principal Representative Signature \_\_\_\_\_
- Date: \_\_\_\_\_
- Principal Representative confirms, when applicable, the Principal Representative's annual or one-time monetary contributions are included in the financial performance schedule. The sufficiency of such contributions is not reviewed by the CEPCP.
  - Principal Representative Signature \_\_\_\_\_
  - Date: \_\_\_\_\_
- Principal Representative confirms acceptance of presented annual utility and inflation escalation rates.
  - Principal Representative Signature \_\_\_\_\_
  - Date: \_\_\_\_\_

**CEPCP Reviewer:** \_\_\_\_\_ **Date Completed:** \_\_\_\_\_

**Reviewers Comments:** \_\_\_\_\_

**Principal Representative Reviewer:** \_\_\_\_\_ **Date Completed:** \_\_\_\_\_

**Reviewers Comments:** \_\_\_\_\_

**ENERGY PERFORMANCE CONTRACT** (this shall be completed by a CEPCP member, the Principal Representative, and as necessary, OSA, prior to the ESCO signing the contract)

The EPC review establishes the following:

- Confirms that the CEPCP provided EPC contract and schedules are being used;
- ESCO cost and pricing elements are within the boundaries of their EPC base agreement contract with CEPCP;
- No additions, subtractions, or changes have been made to the contract without notifying and receiving approval from the Principal Representative, the CEPCP reviewer, a Principal Representative legal review, and Principal Representative Controller (or equivalent);
- If modified, all modifications, updates, additions to the schedules and exhibits are within the generally historically allowed changes. All changes are tracked until accepted by CEPCP reviewer and OSA as applicable; and
- Confirms the pro-forma schedule includes all known Principal Representative funds, utility rebates, other grant funds, and all potential cost through the length of the loan.

**CEPCP Reviewer:** \_\_\_\_\_ **Date Completed:** \_\_\_\_\_

**Reviewers Comments:** \_\_\_\_\_

**Principal Representative Reviewer:** \_\_\_\_\_ **Date Completed:** \_\_\_\_\_

**Reviewers Comments:** \_\_\_\_\_



STATE OF COLORADO  
OFFICE OF THE STATE ARCHITECT  
STATE BUILDINGS PROGRAMS

**CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS**

Institution/Agency: City of Manitou Springs

Project No./Name: City of Manitou Springs Capital Recovery and Reinvestment Program

**A. CERTIFICATION STATEMENT      CRS 8-17.5-101 & 102 (HB 06-1343, SB 08-193)**

The Vendor, whose name and signature appear below, certifies and agrees as follows:

1. The Vendor shall comply with the provisions of CRS 8-17.5-101 et seq. The Vendor shall not knowingly employ or contract with an unauthorized immigrant to perform work for the State or enter into a contract with a subcontractor that knowingly employs or contracts with an unauthorized immigrant.
2. The Vendor certifies that it does not now knowingly employ or contract with an unauthorized immigrant who will perform work under this contract, and that it will participate in either (i) the "E-Verify Program", jointly administered by the United States Department of Homeland Security and the Social Security Administration, or (ii) the "Department Program" administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired to perform work under this contract.
3. The Vendor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate work for breach and the Vendor shall be liable for damages to the State.

Or

**B. SOLE PROPRIETOR AFFIDAVIT      CRS 24-76.5-101 (HB 06S-1023)**

1. If the Vendor is a sole proprietor, the undersigned hereby swears or affirms under penalty of perjury under the laws of the State of Colorado that (check one):

- ☐ I am a United States citizen, or
- ☐ I am a Permanent Resident of the United States, or
- ☐ I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I am a sole proprietor entering into a contract to perform work for the State of Colorado. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to starting work for the State. I further acknowledge that I will comply with the requirements of CRS 24-76.5-101 et seq. and will produce the required form of identification prior to starting work. I acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under CRS 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

CERTIFIED and AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

VENDOR:

Schneider Electric Buildings Americas, Inc.

Vendor Full Legal Name

BY

:

  
Signature of Authorized Representative

Regional Vice President

Title

## **EPC SCHEDULE K: CERTIFICATE OF INSURANCE**

This is a cover page for the Certificate of Insurance which is included in the following pages. COI will be provided after the Effective Date of this Contract.

## **EPC SCHEDULE L: PERFORMANCE BOND**

The Performance Bond will be provided after the Effective Date of this Contract.

## **EPC SCHEDULE M: LABOR AND MATERIAL PAYMENT BOND**

The Labor and Material Payment Bond will be provided after the Effective Date of this Contract.

## **EPC SCHEDULE N**

### **STANDARDS OF COMFORT**

Standards of comfort can be found in Schedule D: Measurement and Verification Services Plan. Schedule D provides details about Building Occupancy Schedules and Standards of Service and Comfort.

## **EPC SCHEDULE O: CLIENT CONSTRUCTION SPECIFICATIONS**

The Political Subdivision has no construction specifications and defers to its engineers and contractors to provide their own specifications suitable for the project. ESCO will provide specifications during the construction phase when required by Schedule A.

## **EPC SCHEDULE P: CONTRACTORS INTELLECTUAL PROPERTY**

Nothing in this Agreement shall be deemed or construed to result in the Political Subdivision acquiring any interest or rights in Contractor's Intellectual Property or in intellectual property owned by any third parties. However, to the extent provided in this Agreement, Contractor shall indemnify, defend and hold harmless the Political Subdivision and the Political Subdivision Agents from and against all suits, causes of action or claims for any actual or alleged infringement of third-party intellectual property rights, including but not limited to patent, copyright or trade secret rights, by any design, device, material, process, document, software, service or any component thereof ("Product") provided to Political Subdivision by Contractor in connection with this Agreement or otherwise caused by Contractor or any of its Subcontractors in connection with this Agreement ("IP Claim"). Contractor shall control the defense of any such IP Claims at its own cost and expense and shall pay all costs and expenses incurred in connection therewith, including without limitation any judgments, license fees, royalties and/or attorney's fees resulting therefrom.

Notwithstanding anything to the contrary, Contractor's obligations with respect to IP Claims and infringing or allegedly infringing Products shall not apply to the extent the actual or alleged infringement is based upon or caused by Political Subdivision's improper use or modification of Products provided by Contractor.

4817-7700-7341, v. 1

# **EPC SCHEDULE Q: SYSTEM STARTUP AND COMMISSIONING**

For all Facility Improvement Measures (FIMs) below the commissioning agent shall be a Contractor employee. The final commissioning plan will be developed during project construction and completed prior to the commencement of commissioning.

## **Upgrade Interior Lighting and Exterior/Parking Lot Lighting to LED at 11 Sites**

Preliminary Commissioning Plan:

- Pre-functional checklists and installation validation
- Functional and safety performance testing
- Final Acceptance

## **Water Meter Replacement & Retrofit**

Preliminary Commissioning Plan:

- Installation Inspection
- System Testing
- Functional performance testing
- Training
- Final Acceptance

## **Adding HVAC to Memorial Hall**

Preliminary Commissioning Plan:

- Installation Inspection
- System Testing
- Functional performance testing
- Training
- Final Acceptance

## **Window Replacement at City Hall & Memorial Hall**

Preliminary Commissioning Plan:

- Pre-functional checklists and installation validation
- Functional and safety performance testing
- Final Acceptance

## **EPC SCHEDULE R: CONTRACTOR TRAINING RESPONSIBILITIES**

The trainings provided to the Political Subdivision will cover the use and maintenance of the installed equipment per the manufacturer's recommendations. The trainings will include the warranty process. The Political Subdivision will determine what individuals will attend the trainings. The Contractor will submit an agenda for the training session to be approved by the project Stakeholders.

### **Upgrade Interior Lighting and Exterior/Parking Lot Lighting to LED at 11 Sites**

Preliminary Training Plan:

- On-site review of O&M Manuals
- Site walk review of components

### **Water Meter Replacement & Retrofit**

Preliminary Training Plan:

- Hands-on training and operation of turned-over buildings under ESCO supervision and coaching
- On-site review of O&M Manuals
- Site walk review of components

### **Adding HVAC to Memorial Hall**

Preliminary Training Plan:

- Hands-on training and operation of turned-over buildings under ESCO supervision and coaching
- On-site review of O&M Manuals
- Site walk review of installed equipment

### **Window Replacement at City Hall & Memorial Hall**

Preliminary Training Plan:

- On-site review of O&M Manuals
- Site walk review of installed equipment

In addition to the training responsibilities above, ESCO is responsible for providing the services defined in Exhibit A of Schedule D throughout Years 1 – 3. These services provide for ongoing training and support for optimal operation of the solutions included in the project.

## **EPC SCHEDULE S**

### **POLITICAL SUBDIVISION'S MAINTENANCE RESPONSIBILITIES**

#### **General Responsibilities**

Political Subdivision acknowledges and agrees that proper maintenance is essential to any energy conservation program. Therefore, Political Subdivision agrees to undertake the following responsibilities:

Political Subdivision agrees to: (1) provide, or cause its suppliers to provide, periodic utility invoices to ESCO within thirty (30) days of receipt, (2) execute all Customer responsibilities as outlined herein, and (3) provide to ESCO reasonable access to all Political Subdivision facilities and information necessary for ESCO to perform its responsibilities. Access will include, but is not limited to, the following items:

- All buildings listed within this Contract
- All buildings served by the meters listed within this Contract
- All mechanical equipment rooms in the buildings listed within this Contract
- All temperature control and energy management systems which control part or all of any of the buildings listed within this Contract
- Personnel with responsibility for operating and/or managing any of the buildings listed within this Contract
- Monthly utility invoices and billing history for all of the meters listed within this Contract
- Construction documents, equipment inventories, and other documents that may be helpful in evaluating a cause for adjustment as listed within this Contract
- Any data from meters or sub-meters relevant to M&V associated with this Contract

Political Subdivision will solely be responsible for providing communications and/or network interface to all buildings for operation and PASS support.

Political Subdivision will perform daily facilities monitoring and promptly review any alarm summaries.

Political Subdivision will designate a "Primary Operator" of the system. The Primary Operator is defined as the individual who will be trained by ESCO during the installation period and will be responsible for daily operation and maintenance of the equipment and systems necessary to achieve the Performance Guarantee. Political Subdivision will notify ESCO within five (5) days after the departure or termination of the Primary Operator. Within ten (10) days of the departure of the current Primary Operator, Political Subdivision will designate a new Primary Operator and shall provide ESCO access to train the new Primary Operator. ESCO shall train a new Primary Operator at the sole expense of Political Subdivision on a time and materials basis.

#### **Maintenance Responsibilities**

Political Subdivision agrees to use its best efforts to maintain the ECMs in original operating condition ("Original Operating Condition") with allowance for normal wear and tear. If an ECM is operating at any state other than the Original Operating Condition as defined above ("Failed ECM"), Political Subdivision agrees to (1) repair or replace the ECM immediately, and (2) contact a PASS representative at 1-800-274-5551 option 4, within 24 hours of such event. ESCO reserves the right to adjust the amount of Performance Guarantee associated with the Failed ECM for the duration of the failure in the Annual Savings Guarantee, as is reasonably appropriate to ensure that ESCO is not responsible for payment of any shortfall caused by such Failed ECM, in consultation with the Colorado Energy Office and the Political Subdivision.

Political Subdivision will agree to maintain all parts of the Project site(s) where the ECM(s) reside including but not limited to components, equipment, machinery, energy management systems, structure of the facility(s), computer hardware, network and IT systems, either existing or newly installed. Political Subdivision must comply with the general maintenance requirements specified by equipment manufacturers and the maintenance tasking guidelines included in the operating and maintenance manual. Political Subdivision will be responsible to provide to ESCO

documentation that proper maintenance has been performed at ESCO'S request within fifteen (15) days of written request.

Notwithstanding anything to the contrary contained herein, all ECM(s) must be maintained in proper working condition in all cases where the performance of said ECM(s) affects or could affect the ability to achieve, measure or verify the Annual Savings Guarantee. Should Political Subdivision refuse to perform the required maintenance as required in this Contract, ESCO and Political Subdivision shall agree to one of the following means of recourse: (1) ESCO will adjust the Performance Guarantee associated with that ECM pursuant to the Customer Responsibilities for Performance Guarantee or (2) ESCO may terminate the Performance Guarantee associated with that ECM and any and all obligations and liabilities of ESCO associated therewith upon fifteen (15) days written notice.

### **Adjustment Responsibilities**

In addition to the responsibilities of Political Subdivision set forth in this Schedule, Political Subdivision also agrees to undertake the responsibilities set forth in the Adjustment Schedule, included in Schedule D, as necessary.

4822-6413-6429, v. 1

Schedule T  
Notice of Substantial Completion

See example Letter of Substantial Completion below:

Re: [Project Name - PC##P####]  
Subject: **Letter of Substantial Completion**

Dear [Customer Name],

Contractor certifies on this date that the \_\_\_\_\_ has been furnished, installed, calibrated and tested in all modes of operation at the above project site.

All schedules have been entered per the project documents or as requested by the project personnel at the time of onsite training. The customer will be required to verify all schedules for the project.

All temperature set points for heating and cooling have been entered per the contract documents or as requested by the project site personnel at the time of onsite training. The customer will be required to verify all temperature set points for the project.

At this point, the operation of the \_\_\_\_\_ is turned over to [Customer Company Name Maintenance Department]. It is the customer’s responsibility to \_\_\_\_\_.

The date of Substantial Completion of the Project or portion thereof designated above is hereby established as of [Thursday, July 18, 2019], which is also the date of commencement of applicable warranties required by Contract Documents.

For any warranty or performance related questions, please contact your Contractor Representative.

[PASS NAME]  
[Phone Number]  
[Email]

Sincerely,

\_\_\_\_\_  
[Project Manager Name]  
[Job Title]  
Schneider Electric Energy and Sustainability Services

\_\_\_\_\_.  
[Client Name]  
[Client Title]  
Location

cc: Project File

## Schedule U

### Notice of Final Acceptance

An example of the Final Acceptance Letter is shown below:

Re: [Insert Project Information Here] - **Final Acceptance Letter**

[Title] [Name],

Contractor Energy and Sustainability Services certifies on this date that the energy retrofit project at the above location is complete. Warranty dates for completed portions of the work are summarized in the table below:

| Description | Warranty<br>Start Date | Labor Warranty<br>Expiration Date | Parts Warranty<br>Expiration Date |
|-------------|------------------------|-----------------------------------|-----------------------------------|
|             |                        |                                   |                                   |
|             |                        |                                   |                                   |
|             |                        |                                   |                                   |
|             |                        |                                   |                                   |
|             |                        |                                   |                                   |

#### Repair or Replacement

If any Contractor manufactured equipment fails to operate due to a defect in materials or workmanship within one year of the above date, it will either be repaired or replaced by Contractor at no charge. Contractor reserves the right to repair or replace that equipment with new or refurbished parts of like model numbers.

#### Exclusions or Limitations

The limited warranty does not cover damage by negligence, misuse, accident or computer viruses. For warranty service, please contact the Contractor at phone number: (800) 274-5551. When calling, reference this letter with Contractor project [Insert Project Information]. Equipment furnished but not manufactured by Contractor will carry the manufacturers' expressed limited warranty terms. See the O&M manuals for these specific terms and conditions.

#### Performance Assurance Period

The [Insert Project Name] on the above date is entering into the second phase of the project, referred to as the Performance Assurance Period. At this time Contractor will commence in the utilities monitoring and furnish to the [Insert Project Name] periodic reports documenting actual energy savings. The Performance Assurance Period will commence [Date of Performance Guarantee].

Sincerely,

X

X

[Typed Name]

[Typed Name]

[Title]

[Title]

[Phone Number]

[Phone Number]

[Email Address]

[Email Address]



## Memorandum

Title: Requesting Approval of a General Services Agreement with Viking Painting LLC for the Mesa Tank 1 Rehabilitation

From: Sean Dearborn, Water Distribution Manager and John Elwell, Water Treatment Plant ORC

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

---

May 20, 2025

### **Purpose:**

This contract will provide for detailed inspection and determination of required repairs to the Mesa Tank 1, accomplish necessary repairs and replacements of deteriorated tank components, provide for removal and replacement of coatings on the interior and exterior of the Mesa Tank 1 together with improvements to process piping in the tank, installation of a new manway in the tank sidewall, installation of a roof perimeter handrail and toe board assembly and replacement of the venting assembly at the tank roof to attain conformance with current Colorado Department of Public Health and Environment Design Criteria.

### **Background:**

The existing water storage tank, referred to as Mesa Tank 1, with a nominal storage volume of two-million gallons, was placed into service in 1965. There are no records available as to when the interior coatings may have been previously replaced. However, recent records of internal video inspections by divers reveal a need for replacement of deteriorated coatings to prolong the life cycle of the tank and better assure continuing compliance with drinking water quality standards. The existing vent assembly is not compliant with required design criteria.

### **Pros and Cons:**

**Pros:** This project will better ensure the existing tank structure's life cycle will be extended, continue providing essential potable water storage for the City and delay replacement of the tank for a few decades into the future. Improvements to the process piping and the addition of a new vent assembly will enhance operations and resolve the non-compliance of the existing vent assembly with current design and operations criteria of the Colorado Department of Health and Environment.

**Cons:** This project will not increase the water storage capacity or reduce operations and maintenance efforts. Partial funding for this project is included in proceeds from a



loan also used for treatment plant improvements. That loan has resulted in new debt for the city that requires semi-annual payments that it previously did not have.

**Fiscal Impact:**

The budget for the Mesa Tank 1 rehabilitation work is \$1,200,000. The City has been awarded a grant in the amount of \$577,726 from the State Energy and Mineral Impact Assistance fund for use in the rehabilitation of the Mesa Tank 1.

The remaining portion of the costs incurred by this project will be funded from the proceeds of a loan from the Drinking Water Revolving Fund (DWRF) administered by the Colorado Water Resources and Power Development Authority in the amount of \$4,053,000 provided to the City in 2023.

\$1,000,000 of the total loan principal is to be forgiven with no repayment required. The remaining loan principal will require annual payments of approximately \$210,065 each year for 20 years. Loan proceeds are also being used to fund improvements at the City's water treatment plant and at the source water diversion from French Creek.

**Workload Impact:**

City public facilities staff will commit time and equipment to operate valving and other activities to facilitate the work of the contractor. It is not expected that the city staff will accomplish any of the surface preparation, coating installation or other improvements to the Mesa Tank 1. Project administration and oversight will be accomplished by city staff and the City's consulting water engineer within the scope of their delegated responsibilities.

**Recommended Action:**

Move to approve the general services agreement with Viking Painting LLC for the Mesa Tank 1 Rehabilitation as presented in the packet and authorize the Mayor or his designee to sign the necessary contract documents, through approval of the consent calendar.

**GMS, INC.**  
**CONSULTING ENGINEERS**  
**611 NORTH WEBER, SUITE 300**  
**COLORADO SPRINGS, COLORADO 80903-1074**

TELEPHONE (719) 475-2935  
TELEFAX (719) 475-2938

EDWARD D. MEYER, P.E.  
ROGER J. SAMS, P.E.  
JASON D. MEYER, P.E.  
DAVID R. FRISCH, P.L.S.

THOMAS A. McCLERNAN, P.E.  
MARK A. MORTON, P.E.  
KEN L. WHITE, P.L.S.

May 9, 2025

Mayor and Council Members  
Ms. Denise Howell, City Administrator  
City of Manitou Springs  
606 Manitou Avenue  
Manitou Springs, CO 80829

RE: Coatings Replacement and Improvements for 2.0 MG Welded Steel Water Storage Tank  
Results of Bidding for Construction Contract

Dear Ladies and Gentlemen:

GMS, Inc. prepared designs, bidding and construction documents for the proposed improvements to the City's 2.0 million gallon (MG) water storage tank. That existing water storage tank, originally constructed in 1964 is referred to as Mesa Tank 1. The proposed project provides for removal and replacement of interior and exterior coatings on the steel structure together with modifications to interior piping, a new venting structure and modifications to the manways providing access to the tank. In addition, it is proposed that a perimeter handrail and toe board be added to the roof of this structure.

At the time the plans were available for bidding, we distributed a, "Notice of Availability of Plans and Specifications," to 16 construction organizations, including general contractors, subcontractors and materials and equipment suppliers. There were two (2) scheduled dates when access to the project site was made available to prospective bidders. There were five (5) different organizations represented at those pre-bid "showings."

Just prior to the bid opening conducted on April 24, 2025, there were eleven (11) planholders which were deemed to have the capability to accomplish the work and serve as a general contractor on the project. At the time of receipt of bids for the project, six (6) construction organizations submitted what appear to be responsive bids for this work.

GMS, Inc. has consulted with responsible City staff and are suggesting that the City Council consider award of a construction contract to the low bidder on this project. The low bid for all of the items described above is **\$951,250.00** as submitted by **Viking Painting LLC**.

This recommendation is based on our review of the project scope and discussion with responsible City staff as it appears the bid submitted was responsive to the requirements of the bidding documents. The bidder submitted a Bid Bond, a Contractor's Qualification Statement and acknowledged addenda to the project. In addition, the bidder submitted necessary certifications as required by the funding source for this project.

Mayor and Council Members  
Ms. Denise Howell, City Administrator  
May 9, 2025  
Page 2

The funding source for this project is intended to be a Drinking Water Revolving Fund loan which has been established with the Colorado Water Resources and Power Development Authority. Use of these loan funds dictates specific terms and conditions of the construction contract. The low bidder has been made aware and has prepared a bid that is deemed to acknowledge the terms and conditions applicable to the resulting contract from this bidding process. In addition, grant funds from the State of Colorado in the amount of \$577,726 will be used for this project.

Should the City of Manitou Springs concur with this recommendation, we have provided a, "Notice of Award," acknowledging the City's acceptance of the bid and scope of work to be awarded to Viking Painting LLC for this project. In addition, we are providing the, "Agreement..." as executed by Viking Painting LLC, for the City's consideration. The bonds and insurance certificates will be submitted by the Contractor prior to issuance of the Notice to Proceed for this project.

To assist the Council in acceptance of this proposal, we have offered the following draft motion to be made by a Councilor to award the contract to Viking Painting LLC.

*I move to approve the award of the Contract between the City of Manitou Springs and Viking Painting LLC for the Coating Replacement and Improvements for 2.0 MG Welded Steel Water Storage Tank including Bid Schedule A, B, C and Additive Bid Schedules 1 and 2 with a total monetary value of \$951,250.00 and authorize the Mayor or his designee to sign necessary contract documents.*

We understand this item may be a consent item on the City Council agenda. It is understood that any action taken as a consent item would ratify the recommended scope and monetary value recited above.

Should you have any questions or desire additional information, please feel free to contact us at your convenience.

Sincerely,



Roger J. Sams, P.E.

RJS/jjs  
Enclosures

ec: Mr. Jeff Parker, City Attorney  
Mr. John Elwell, City of Manitou Springs Water Treatment Plant Operator in Responsible Charge (ORC)  
Mr. Sean Dearborn, Operator in Responsible Charge (ORC), Utilities Distribution Manager

## **ADVERTISEMENT FOR BIDS**

City of Manitou Springs  
606 Manitou Avenue  
Manitou Springs, CO 80829

Separate sealed bids for the **COATINGS REPLACEMENT AND IMPROVEMENTS FOR 2.0 MILLION GALLON (MG) WELDED STEEL WATER STORAGE TANK** project will be received by electronic mail as designated in the Information For Bidders no later than 2:00 PM, Local Mountain Time, on Friday, March 21, 2025, and then publicly opened at the office of GMS, Inc., 611 North Weber Street, Suite 300, Colorado Springs, CO 80903 and read aloud.

The Coatings Replacement and Improvements for the 2.0 MG Welded Steel Water Storage Tank project will be funded with loan proceeds from the Colorado Drinking Water Revolving Fund (DWRP) and the Colorado Energy and Mineral Impact Assistance Fund. The contract terms and conditions require compliance with, but not limited to, the following specified rules, regulations, policies and procedures.

- Davis-Bacon Act specifying minimum labor wage rates for specified labor classifications.
- American Iron and Steel (AIS) provisions requiring certification of use of iron and steel products that are produced in the United States as specified in the Bipartisan Infrastructure Law (BIL) of 2021.
- Other specified terms and conditions appurtenant to the use of funding from the Bipartisan Infrastructure Law.
- The contract terms and conditions do NOT require compliance with the Build America Buy America Act (BABA).

The CONTRACT DOCUMENTS may be examined at the following locations:

City of Manitou Springs, 606 Manitou Ave, Manitou Springs, CO 80829  
GMS, Inc., Consulting Engineers, 611 N. Weber, Suite 300, Colorado Springs, CO 80903  
Dodge Data and Analytics, 2860 S State Hwy 161 Ste 160 #501, Grand Prairie, TX 75052

An electronic file in portable document format (.pdf) of the CONTRACT DOCUMENTS may be obtained **after February 21, 2025**, at the office of GMS, Inc. located at 611 N. Weber Street, Suite 300, Colorado Springs, CO 80903, without charge.

Refer to the Information For Bidders for specific times the project site may be accessed and examined by potential bidders on March 6 or March 14, 2025.

Contact Jerica or Lauri at GMS, Inc., 611 N. Weber St, Ste 300, Colorado Springs, CO 80903; Phone: 719-475-2935 or Fax: 719-475-2938 should you desire to obtain the CONTRACT DOCUMENTS for use in bidding for this project.

Dates of Advertisement:      February 21, 2025  
                                         February 28, 2025  
                                         March 7, 2025

February 14, 2025  
Date

City of Manitou Springs



# CITY OF MANITOU SPRINGS

## Contract Checklist Coversheet

City Department: Public Works - Water Treatment Plant Department Staff Member: Sean Dearborn  
Type of Contract: ☒ General Services ☐ Professional Services ☐ Grant ☐ Intergovernmental (IGA) or Memorandum of Understanding (MOU)  
☐ Other ☐ Amendment If Agreement is an Amendment – Original's Effective Date and Version Number: \_\_\_\_\_  
Project Description and Location: Coatings Replacement and Improvements for 2.0 MG Welded Steel Water Storage Tank (Mesa Tank 1)

Business Name: Viking Painting LLC Business Phone Number: 833-847-8265  
Business Address: 10905 Harrison Street La Vista NE 68128  
Street City State Zip

(Note: City Business License is required if business conducts work 7 days or more a year in Manitou Springs – contact the Finance Department)  
Unique Entity Identifier (UEI) Number (Required if related to State or Federal Funding): ENH4EGGNU7L1 (attach printout of [www.sam.gov](http://www.sam.gov) information)  
Point of Contact: Mike Maryott, Operations Manager

Point of Contact Phone Number: 402-672-8142 Name & Job Title  
Point of Contact email: mike@viptanks.com

Contract Effective Date: 05/20/2025 Term Date: ☐ Upon Completion **OR** ☒ End date 06/26/2026

☐ Contract Auto Renews – Renewal Date: \_\_\_\_\_ ☐ Contract requires notification for termination – Notification Date: \_\_\_\_\_

Contract Amount not to exceed: \$ 951,250.00 Anticipated GL Code: 52-493-750  
(per Municipal Code Ordinance - Chapter 3.32)

- ☐ Less than \$20,000 – Approval required by authorized Department Head or designee  
\$5,000 - \$20,000 – minimum 3 solicitation of **verbal or written** bids required (☐ Attached to contract packet)  
More than \$10,000 – quotes required for materials and supplies (☐ Attached to contract packet)  
☐ More than \$20,000 – Approval required by City Administrator or designee  
More than \$20,000 – minimum 3 solicitations of **written** bids required (☐ Attached to contract packet)  
☒ More than \$50,000 – Approval required by City Council – date approved: Agenda Item May 20, 2025  
More than \$100,000 – Formal Request for Proposal (RFP) process required (☒ Attached RFP information to contract packet)

Is project funded with PPRTA Funding? ☒ No ☐ Yes:

If Yes and more than \$25,000 ☐ PPRTA contract template ☐ PPRTA Provisions form  
Date of PPRTA Board meeting \_\_\_\_\_

Is project funded with State or Federal Funding or related to State or Federal Funding (including Grants)?

☐ No ☒ Yes ☐ Federal Grant Funding Agency: CWRPDA - DWRF/DOLA Grant Number: DWRF: 141713D-B; EIAF-25-036

☐ Use Federal Funding contact template ☒ Use appropriate Federal Funding exhibits ☒ send e-copy to Finance Department

CFDA Number \_\_\_\_\_ Grant Amount: \$ \_\_\_\_\_ City Match Amount: \$ \_\_\_\_\_ Grant Rev GL Code \_\_\_\_\_

If yes, Indicate compliance with these requirements as applicable:

- ☐ n/a ☐ 2 CFR Section 200.321: Requirement for providing contracting opportunities for Small, Minority, and Women owned enterprises  
☐ n/a ☐ 2 CFR Section 200.323(a): Requirement for conducting an independent cost estimate before receipt of bid or proposal

Execution City Official name & title (print): \_\_\_\_\_

Is Bid required? – ☒ Yes ☐ No – if not required, state reason: \_\_\_\_\_

Do Contract Terms include insurance coverage or bond requirement?

☐ No ☒ Yes ☐ Insurance / Bond certificate information attached ☐ n/a - Why n/a? To be furnished after Award

Are there exhibits included in this Contract? ☐ No ☒ Yes

Number of Exhibits: \_\_\_\_\_

List Exhibits: GMS, Inc. letter 05-09-2025 ☒ Attached

Notice of Award ☒ Attached

Agreement for General Services 05-20-2025 ☒ Attached

Project Manual -244 pages ☐ Attached

Contract Checklist Coversheet ☒ Attached

☐ Attached

Are Milestones included in this Contract? ☒ Yes ☐ No – if no, state reason: \_\_\_\_\_

Is a Payment Schedule included in this Contract? ☒ Yes ☐ No – state reason: \_\_\_\_\_

**Contract review by the City Administrator is REQUIRED prior to contract execution**

Deputy City Administrator's Signature: \_\_\_\_\_ City Administrator's signature: \_\_\_\_\_ Date: \_\_\_\_\_

2025-03-27

**PROVIDE ORIGINAL EXECUTED DOCUMENT TO THE CITY CLERK'S OFFICE**

413-02-02

## **AGREEMENT FOR GENERAL SERVICES**

THIS AGREEMENT FOR GENERAL SERVICES is made and entered into this 20<sup>th</sup> day of May, 2025, by and between the City of Manitou Springs, 606 Manitou Avenue, Manitou Springs, Colorado 80829, a Colorado municipal corporation (the "City"), and Viking Painting LLC, an independent contractor with a principal place of business at 10905 Harrison Street, La Vista, NE 68128 and phone number of 833-847-8265 ("Contractor") (collectively the "Parties").

For the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

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

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied for the construction of the Coatings Replacement and Improvements for 2.0 MG Welded Steel Water Storage Tank: Bid Schedules A, B, C and Additive Bid Schedules 1 and 2, referred to herein as the Project as set forth in the Contract Documents.

B. No change to the Project, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City. If Contractor proceeds without such authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City is authorized to modify any term of this Agreement, either directly or implied by a course of action.

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

Contractor shall commence work as set forth in the Contract Documents. Except as may be changed in writing by the City, the Project shall be complete, completed by the time-frame as identified in the Contract Documents. The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed and will complete the same at the dates specific recited in the Notice to Proceed unless the period for completion is extended otherwise by the Contract Documents.

### **III. COMPENSATION**

A. In consideration for the completion of the Project by Contractor, the City shall pay Contractor an amount not to exceed **Nine Hundred Fifty-One Thousand Two Hundred Fifty Dollars (\$951,250.00)** or as shown in the Bid Form. This maximum amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the City for such fees, costs and expenses. Notwithstanding the maximum amount specified in Paragraph A hereof, Contractor shall be paid only for work performed. If Contractor completes the Project for a lesser amount than the maximum amount, Contractor shall be paid the lesser amount, not the maximum amount as specified in the Contract Documents.

B. Unless specified otherwise in the Contract Documents, Contractor shall submit monthly statements requesting payment for work satisfactorily completed. Such requests shall be based upon the amount and value of the work and services satisfactorily performed by Contractor under this Agreement. The City shall remit payment within thirty (30) days of receipt of an invoice meeting the requirements set forth herein.

C. Final payment will be made after all documentation is received by the City, including, but not limited to project closeout documents and all Work is completed in accordance with the Contract Documents.

#### **IV. CLEANUP**

A. Contractor shall keep the work site and adjoining ways free of waste material and rubbish caused by its employees or subcontractors. Contractor shall remove all such waste material and rubbish daily during construction, together with all tools, equipment, machinery and surplus materials. Contractor shall, upon termination of its Work each day, conduct general cleanup operations on the work site, including the cleaning of all surfaces, paved streets and walks, and steps. Contractor shall also conduct such general cleanup operations on adjacent properties which were disturbed by the Work. Contractor shall remove and dispose of all waste materials at their expense unless specified otherwise in the Contract Documents.

B. If Contractor fails to perform the cleanup required by this Section the City shall provide Contractor written notice which Contractor has 24 hours to correct the violation or the Contractor shall be assessed a fine of One Hundred Dollars (\$100) per day for each day violation occurs. In addition, the City may cause the cleanup to be performed at Contractor's expense. Upon receipt of a statement for such cleanup and applicable fines, Contractor shall pay to the City the fines and costs incurred by the City for such cleanup, or the City shall have the right to withhold said amount from any final payment due to Contractor.

#### **V. LIQUIDATED DAMAGES**

A. Contractor acknowledges time is of the essence and delayed performance constitutes a compensable inconvenience to the City and its residents and liquidated damages shall be enforced. Such damages are not a penalty. For each day Substantial Completion is delayed beyond the schedule agreed upon by the City and the Contractor, the Contractor shall be assessed the monetary amount set forth in the Bid Form.

B. Contractor will provide a written schedule for the work to be completed to the City for review and approval at the Pre-Construction meeting. Any changes to the written schedule must be authorized by written amendment executed by the City.

C. Allowing Contractor to continue and finish the Work or any part thereof after the Final Completion date shall not operate as a waiver on the part of the City of any its rights. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work by or on Final Completion date. Liquidated damages may be deducted from any payment

due Contractor or the retainage. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the City.

## **VI. CONTRACTOR RESPONSIBILITY**

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing.

B. The services performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work. The services to be performed by Contractor shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. Contractor warrants that all materials provided as a part of the Project shall be free from defects for 24 months from the date established in the Certificate of Substantial Completion. The Performance Bond shall be effective throughout the warranty period and any extensions of that period agreed upon by the City and Contractor.

## **VII. INDEPENDENT CONTRACTOR**

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

## **VIII. INSURANCE AND BONDS**

A. Contractor shall procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor under this Agreement and provide the Bonds as specified by the Contract Documents.

## **IX. CONTRACT DOCUMENTS MEANS AND INCLUDES THE FOLLOWING:**

- A. Advertisement for BIDS
- B. Information for BIDDERS
- C. BID
- D. BID BOND
- E. Agreement
- F. General Conditions
- G. CDPHE SUPPLEMENTAL GENERAL CONDITIONS
- H. SUPPLEMENTAL GENERAL CONDITIONS

- I. Payment BOND
- J. Performance BOND
- K. NOTICE OF AWARD
- L. NOTICE TO PROCEED
- M. CHANGE ORDER
- N. DRAWINGS prepared by \_\_\_\_\_ GMS, Inc.  
numbered One (1) through Five (5), and dated March 24, 2025
- O. SPECIFICATIONS prepared or issued by \_\_\_\_\_ GMS, Inc.,  
dated January, 2025
- P. ADDENDA:  
  
No. One (1), dated March 24, 2025  
  
No. Two (2), dated April 21, 2025

#### **X. MISCELLANEOUS**

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in El Paso County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

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

I. Governmental Immunity. The City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the City and its officers or employees.

J. Rights and Remedies. The rights and remedies of the City under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriations. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligations of the City not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

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NOTICE OF AWARD

To: Mr. John Snodgrass, Vice President  
Viking Painting LLC  
10905 Harrison Street  
La Vista, NE 68128

PROJECT Description: Coatings Replacement and Improvements for 2.0 MG Welded Steel Water Storage Tank:  
Bid Schedule A, B, C and Additive Bid Schedule 1 and 2

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated April 23, 2025, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$951,250.00.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 20<sup>th</sup> day of May, 2025.

City of Manitou Springs  
Owner

By \_\_\_\_\_  
Title Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by Viking Painting LLC

this the \_\_\_\_\_ day of May, 2025

By \_\_\_\_\_

Title \_\_\_\_\_



## Memorandum

Title: Approval to file a Request for an Extension to File the City Audit with the State Auditor

From: Rebecca Davis, CPFO, Finance Director

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

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May 20, 2025

### **Purpose:**

To request approval from City Council to file a Request for an Extension to file the City Audit with the Colorado State Auditor office.

### **Background:**

The City is required by State Law to file an audit with the State Auditor by July 31st. [Section 29-1-601, et seq., C.R.S.]

This year has provided events that have significantly slowed our audit preparation, and we were not ready for our auditor's fieldwork week of May 12th-16th. We have delayed the fieldwork to the week of June 9th, due to the past and current events, which are still occupying much of finance's time:

- Colorado Springs approved retail marijuana, requiring a close examination and analysis of the budget and possible revenue replacement.
- Working on two types of loans that have never been obtained by the City before:
  - Energy Efficiency
  - Parking lot improvement loan

Due to this, I request that we file an Extension to file the Audit with the State Auditor, which will give us an extra 60 days to comply.

### **Pros and Cons:**

N/A

### **Fiscal Impact:**

If the audit is filed late with the state auditor's office without an extension, the City's property tax revenue disbursements can be withheld by El Paso County until the audit is filed. After the audit is filed, the delayed disbursements are remitted to the City the next



month.

**Workload Impact:**

1 Hour for agenda item preparation.

**Recommended Action:**

Approve filing a request for an extension to file the city audit with the state auditor through approval of the consent calendar.



OFFICE OF THE STATE AUDITOR • LOCAL GOVERNMENT AUDIT DIVISION  
KERRI L. HUNTER, CPA, CFE • STATE AUDITOR

## Request for Extension of Time to File Audit

Enter Year End Date (mm/dd/yyyy)

Requests should be submitted via internet porta under the government's name:  
<https://apps.leg.co.gov/osa/lg>.

Government Name:

Name of Contact:

Address:

City/Zip Code

Phone Number:

E-mail

Extension requests shall be submitted in accordance with the deadlines established in Section 29-1-606 (1) through (4), C.R.S. which is no later than 7 months after the local government's year end, (or 6 months for school district and 8 Months for housing authorities) The State Auditor may authorize an extension of such time for not more than 60 days as prescribed by Section 29-1-606(4), C.R.S.

I understand that if the audit is not submitted within the approved extension of time, the government named in the extension request will be considered in default without further notice, and the State Auditor shall take further action as prescribed by Section 29-1-606(5)(b), C.R.S.

**MUST be signed by a member of the governing board.**

Signature

Printed Name:

Title:

Date:



## Memorandum

Title: Consideration of a Status Change Request for Open Space Advisory Committee Member Paul Arlinghaus

From: City Clerk's Office

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

---

May 20, 2025

### **Purpose:**

Consider approving a status change request from Open Space Advisory Committee (OSAC) member Paul Arlinghaus.

### **Background:**

OSAC currently has a vacant regular member position open and Committee Member Arlinghaus has submitted a request to switch from an alternate to regular to fill this vacancy. Committee member Arlinghaus was appointed as an alternate on March 18, 2025, to OSAC. OSAC endorses his request.

### **Pros and Cons:**

N/A

### **Fiscal Impact:**

None.

### **Workload Impact:**

Minimal.

### **Recommended Action:**

Appoint Paul Arlinghaus as a Regular Member of OSAC through the approval of the consent calendar.

Paul Arlinghaus

Manitou Springs, CO 80829

City Council of Manitou Springs,

I am writing to request a status change from Alternate OSAC Member to Regular Member.

My wife and I moved to Manitou Springs in January of 2024. We enjoy easy access to trails (Red Rock Canyon, Garden of the Gods, as well as the trails in Manitou Springs.

I have a strong background in natural surface trail maintenance and development from my time as President of the Hoosier Mountain Bike Association. I feel strongly about supporting local public lands and recreation and would like to continue to work with OSAC as Regular member. My trail-based resume is attached.

Thanks,



Paul Arlinghaus

Paul Arlinghaus

Manitou Springs, CO 80829

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## Paul's Trail's Resume

**Background:** My wife and I met at a mountain bike race and trail-based recreation is important to us. We are primarily mountain bikers but also hike and trail run. Our Vacations are based on trails and we have experienced trails all across the USA. In the early 2000's my cycling team began hosting events and helping with trail maintenance at my local trail (Town Run Trail, Indianapolis, IN). I enjoyed trail maintenance and in 2003 became the Town Run Trail Leader for the Hoosier Mountain Bike Association (HMBA). In 2005 HMBA received a \$150,000 Recreation Trail Grant for Brown County State Park. I stepped up to manage this grant. This grant project led to be becoming President of HMBA in 2007 and working with the Indiana Department of Natural Resources. This was the first of many Grants. I wrote and/or managed 7 large grants totaling \$1,128,585, that built 68 miles of trail in City and State Parks. One of the requirements to build trails in Indiana was that volunteers needed to take on 100% of the responsibility for trail maintenance for any new trails. So as these trails were being built, we needed to recruit and train local volunteers to support the trails in an ongoing basis. In January of 2024 Allegion, my employer, had an engineering opening in our Colorado Springs location. My wife and I relocated to Colorado in large part to have access to better outdoor recreation opportunities.



Me, bench cutting at Brown County State Park

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## **Primary Trail Systems that I have been involved with**

### **Town Run Trail, Indianapolis, IN**

- 7-mile trail that is primarily used by mountain bikers but is multiuse.
- Trail is along a river and much of it is in flood plains with creates extra challenges to maintenance and trail management.
- I led the redesign of many adopted trail sections that were not designed with sustainable trail design principles.
- I led the maintenance of the trail, including chain sawing down trees, recovering from floods, and correcting any general trail issues.

### **Brown County State Park / Yellowwood State Forest / Hoosier National Forest, Nashville, IN**

- Managed three grants (wrote 2 of them), totaling \$400,000. These grants built 22 miles of trail.
- Fundraising to support the trail development and maintenance.
- Led the effort to build 12 miles of trail with volunteers.
- Worked with Park Staff and Profession Trail builders to design and approve trail corridors.
- Led and trained local volunteers to maintain the trails.
- Worked with Hoosier National Forest to redesign a trail and open it to bikes.
- The overall trail system connects to Hoosier National Forest and Yellowwood State Forest.
- The Mountain Bike Trails at Brown County State Park are Nationally recognized and draw riders from across the US.

### **O'Bannon Woods State Forest / Harrison Crawford State Forest, Corydon, IN**

- Managed 2 grants (wrote 1 of them), totaling \$250,000. These grants built 12miles of trail.
- Lead the construction of 5 miles of volunteer-built trail.
- Trained and led local volunteers to maintain the trails.
- Designed 2 additional trails, one was built in 2024 and one will be built in 2025.

### **Versailles State Park, Versailles IN**

- Managed 1 grant for \$75,000 and wrote another grant for \$200,000.
- Trained local volunteers and supported their effort to creat their own 501 c(3) group, which took over development and maintenance for this trail system.

### **Southwestway Park, Indianapolis**

- Advocated for mountain bike access to this park.
- Built 1st trail with volunteers, while working on a trail master plan and grant.
- Wrote and managed a \$128,000 Grant that along with volunteer build trails completed the current trail system at SWW.
- The trails users at SWW are very diverse and include hikers, trail runners, mountain bikers and equestrians.

## Areas of experience

- Leading volunteer trail sessions for new construction and maintenance.
- User management and resolving user conflict.
- Working with other user groups (Hikers, Trail Runners, Equestrians).
- Worked with a wide range of boards and groups.
  - Natural Resource Commission
  - Trails Advisory Board
  - Friends of Groups
  - State Forest Advisory Council
  - Indiana Forests Forever
  - City Parks boards
  - Tourism groups
  - Invasive Removal groups
  - Legislators and local government
  - Corporate Volunteer Days.
- Trail Design with sustainable trail principles.
  - Designed trails.
  - Worked with Professional Trail Builders.
  - Taught trail design and maintenance classes.
  - Training on Special Trail projects: Armoring, Back Channeling, Dealing with Seeps, trail hardening, building trail features on advanced trails, etc..
- Led HMBA's Specialized trail programs and features programs.
  - HMBA Chain Saw Certification Program
  - Design of construction of Bridges
- Formal Trail Approval Processes
  - Worked with Park / Forest Staff to develop trails to fit within the overall properties' goals.
  - Archeology and Ecology reviews.
  - Formal processes: NEPA, 106, US Waterways
- Insurance and Liability
  - Lead HMBA through 2 lawsuits.
  - Worked to insure HMBA after the IMBA trail insurance program ended.
- Running a 501(c) 3 Organization
  - Filled the following roles: President, Vice President, Treasure, and General Board Member.
  - Led efforts to ensure 501 (c) 3 status.
  - Long term Planning, including preparing organization for my exit.



Building a bridge 1 mile deep into  
Yellowwood State Forest

While I have needed to step back and focus on settling in at a new job and home, I have engaged in trails in Colorado.

- Attended volunteer trail days with Friends of Red Rock Canyon, Pikes Peak Trail Cats, Green Mountain Falls Trails, Rocky Mountain Field Institute, and Colorado Springs Parks.
- Completed the Colorado Springs Parks Trails Crew Leader training and program.
- Attended Friends of Red Rock Canyon Board meetings.

#### Summary of Grants I have Written/ Managed

| Year | Grant                      | Amount       | Location                                             | Mile of Trail | Written     | Managed |
|------|----------------------------|--------------|------------------------------------------------------|---------------|-------------|---------|
| 2005 | Recreational Trail Program | \$150,000    | Brown County State Park                              | 12.3          |             | X       |
| 2008 | State Trail Grant          | \$250,000    | Versailles, O'Bannon Woods, and Harmonie State Parks | 29.3          |             | X       |
| 2009 | Recreational Trail Program | \$128,585    | Southwestway Park (Indy Parks)                       | 5.0           | X           | X       |
| 2010 | Recreational Trail Program | \$150,000    | O'Bannon Woods State Park                            | 6.0           | X           | X       |
| 2016 | Indiana Destination Grant  | \$50,000     | Brown County State Park                              | 3.5           | X           | X       |
| 2019 | Next Level Trails Grant    | \$200,000    | Brown County State Park                              | 6.5           | X           | X       |
| 2020 | Next Level Trails Grant    | \$200,000    | Versailles State Park                                | 5.5           | X           |         |
|      |                            | <b>Total</b> | <b>\$1,128,585</b>                                   | <b>Total</b>  | <b>68.1</b> |         |



Armoring Project with Park Staff, Americrops, and local volunteers

Primary Trails I have been involved with building and maintaining

| Trail                      | Rating       | Park | Build (Primary) | Miles | Volunteer Built (mi) | Pro Trail Built (mi) | Grant Writing | Grant Proj. Management | Lead Volunteer Construction | Lead Maintenance | Trail Design | Trail Approval |
|----------------------------|--------------|------|-----------------|-------|----------------------|----------------------|---------------|------------------------|-----------------------------|------------------|--------------|----------------|
| Town Run                   | intermediate | TRTP | Volunteer       | 6.5   | 7.0                  | 0.2                  |               |                        | X                           | X                | X            | X              |
| Limekiln (West)            | Beginner     | BCSP | Professional    | 2.5   | 0.0                  | 2.5                  | X             | X                      |                             | X                |              | X              |
| Pine Loop                  | Beginner     | BCSP | Professional    | 2.2   | 0.0                  | 2.2                  | X             | X                      |                             | X                |              | X              |
| Grandview Loop             | expert       | VSP  | Professional    | 6.0   | 1.0                  | 5                    | X             | X                      |                             |                  |              | X              |
| Sycamore                   | Beginner     | HSP  | Professional    | 4.5   | 0.0                  | 4.5                  | X             | X                      |                             |                  |              |                |
| Walnut                     | intermediate | HSP  | Professional    | 3.0   | 0.0                  | 3                    | X             | X                      |                             |                  |              |                |
| Walnut                     | expert       | BCSP | Professional    | 4.5   | 0.5                  | 4                    | X             | X                      | X                           | X                |              | X              |
| Schooner Trace             | expert       | BCSP | Professional    | 3.1   | 0.8                  | 2.3                  | X             | X                      |                             | X                |              | X              |
| Clifside                   | expert       | VSP  | Professional    | 2.5   | 0.0                  | 2.5                  | X             | X                      |                             |                  |              | X              |
| Shawdow Run                | Beginner     | VSP  | Professional    | 4.0   | 0.0                  | 4                    | X             | X                      |                             |                  |              | X              |
| Rocky Ridge                | expert       | OWSP | Professional    | 2.5   | 0.0                  | 2.5                  | X             | X                      |                             | X                |              | X              |
| Fire Tower                 | intermediate | OWSP | Professional    | 6.5   | 0.0                  | 6.5                  | X             | X                      |                             | X                |              | X              |
| Lenape                     | intermediate | SWW  | Professional    | 1.9   | 0.0                  | 1.9                  |               |                        | X                           | X                | X            | X              |
| Cockrum                    | Beginner     | SWW  | Volunteer       | 1.3   | 1.3                  | 0                    |               |                        | X                           |                  | X            | X              |
| Green Valley               | intermediate | BCSP | Professional    | 4.5   | 0.0                  | 4.5                  | X             | X                      |                             | X                |              | X              |
| Group Camp                 | intermediate | OWSP | Volunteer       | 3.5   | 3.5                  | 0                    |               |                        | X                           | X                | X            | X              |
| Schoen Creek               | expert       | FHSP | Volunteer       | 3.5   | 3.5                  | 0                    |               |                        | X                           | X                |              |                |
| Lawrence Creek             | intermediate | FHSP | Volunteer       | 4.0   | 3.5                  | 0.5                  |               |                        | X                           | X                |              |                |
| Camp Glen                  | Beginner     | FHSP | Volunteer       | 1.0   | 1.0                  | 0                    |               |                        | X                           | X                |              |                |
| Big Fire South             | intermediate | SWW  | Professional    | 0.5   | 0.0                  | 0.5                  | X             | X                      |                             |                  |              | X              |
| Big Fire North             | Beginner     | SWW  | Professional    | 0.5   | 0.0                  | 0.5                  | X             | X                      |                             |                  |              | X              |
| Mann Loop                  | Beginner     | SWW  | Professional    | 1.1   | 0.0                  | 1.1                  | X             | X                      |                             |                  |              | X              |
| Mann Summit East           | Beginner     | SWW  | Professional    | 0.3   | 0.0                  | 0.3                  | X             | X                      |                             |                  |              | X              |
| Lower Cotton Wood          | intermediate | SWW  | Professional    | 0.5   | 0.0                  | 0.5                  |               |                        | X                           |                  | X            | X              |
| Mann Summit North          | intermediate | SWW  | Professional    | 0.2   | 0.0                  | 0.2                  | X             | X                      |                             |                  |              | X              |
| River/Mann Connector       | intermediate | SWW  | Professional    | 0.2   | 0.0                  | 0.2                  |               |                        | X                           |                  | X            | X              |
| Bobcat                     | expert       | BCSP | Volunteer       | 1.5   | 1.4                  | 0.1                  | X             | X                      | X                           | X                | X            | X              |
| Aynes Connector            | intermediate | BCSP | Volunteer       | 0.8   | 0.8                  | 0                    |               |                        | X                           |                  | X            | X              |
| Lucas Hollow               | intermediate | YSF  | Volunteer       | 3.0   | 3.0                  | 0                    |               |                        | X                           | X                | X            | X              |
| Potato Run                 | intermediate | OWSP | Volunteer       | 1.3   | 1.3                  | 0                    |               |                        | X                           |                  |              | X              |
| Power Line DH              | Expert       | SWW  | Professional    | 0.5   | 0.0                  | 0.5                  | X             | X                      |                             |                  |              | X              |
| Upper Cottonwood           | intermediate | SWW  | Professional    | 0.5   | 0.0                  | 0.5                  | X             | X                      |                             |                  |              | X              |
| Riverview                  | intermediate | SWW  | Professional    | 0.5   | 0.0                  | 0.5                  | X             | X                      |                             |                  |              | X              |
| Breeden                    | Flow         | OWSP | Professional    | 3.0   | 0.0                  | 3                    | X             | X                      |                             |                  |              | X              |
| Crooked Creek              | expert       | YSF  | Volunteer       | 5.6   | 5.6                  | 0                    |               |                        | X                           | X                | X            | X              |
| Hobbs Hollow               | flow         | BCSP | Professional    | 3.5   | 0.0                  | 3.5                  | X             | X                      |                             |                  |              | X              |
| Shelly                     | intermediate | BCSP | Volunteer       | 2.0   | 2.0                  | 0                    |               |                        | X                           | X                |              | X              |
| Weed Patch (office to B.C) | flow         | BCSP | Professional    | 2.5   | 0.0                  | 2.5                  | X             | X                      | X                           | X                |              | X              |
| Limekiln (East)            | flow         | BCSP | Professional    | 2.0   | 0.0                  | 2                    | X             | X                      |                             |                  |              | X              |
| Trail D                    | intermediate | HNF  | Agency          | 3.0   | 0.0                  | 0                    |               |                        |                             |                  | X            | X              |
| AHT (Iron Bridge)          | expert       | OWSP | Volunteer       | 2.5   | 2.5                  | 0                    |               |                        |                             |                  | X            | X              |
| AHT (Pioneer)              | expert       | OWSP | Volunteer       | 2.5   | 2.5                  | 0                    |               |                        |                             |                  | X            | X              |
| West Gate                  | flow         | BCSP | Professional    | 1.0   | 0.0                  | 1                    | X             | X                      |                             |                  |              | X              |
| Gnawbone                   | flow         | BCSP | Professional    | 1.0   | 0.0                  | 1                    | X             | X                      |                             |                  |              | X              |

107.4 41.05 64

KEY

|      |                                                 |
|------|-------------------------------------------------|
| TRTP | Town Run Trail Park (Indy Parks)                |
| BCSP | Brown County State Park (Indiana State Parks)   |
| VSP  | Versailles State Park (Indiana State Parks)     |
| HSP  | Harmonie State Park (Indiana State Parks)       |
| OWSP | O'Bannon Woods State Park (Indiana State Parks) |
| SWW  | Southwestway Park (Indy Parks)                  |
| FHSP | Fort Harrison State Park (Indiana State Parks)  |
| YSF  | Yellowwood State Forest (Indiana State Forests) |
| HNF  | Hoosier National Forest                         |

**From:** [Dave Conley](#)  
**To:** [Kristen Dukoi](#)  
**Cc:** [Gillian Rossi](#); [Judith Chandler](#)  
**Subject:** OSAC appointment of regular member, recommendation to City Council  
**Date:** Tuesday, April 29, 2025 2:23:51 PM

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Kristen: I understand that this communication concerning appointment of a regular member of OSAC is to be sent to you for distribution to the Mayor and Council. I have copied Judith Chandler as she is the liaison council member.

Mayor Graham:

The Open Space Advisory Committee has an opening for one regular member, created by the departure of Tim Beeson at the end of his term. On April 28, 2025, the Committee voted to recommend that Alternate Paul Arlinghaus be appointed as a regular member of the Committee. Could you please bring this to the attention of City Council and ask for the appointment?

Should the Council approve this appointment, OSAC will have a full compliment of regular members and have an opening for one alternate member.

**David C. Conley**

[David C. Conley P.C.](#)

  
Colorado Springs, CO 80903

  
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## Memorandum

Title: Proclamation No. 0725, A Proclamation to Recognize the 65<sup>th</sup> Annual National Public Works Week

From: Denise Howell, City Administrator

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

---

May 20, 2025

### **Purpose:**

To declare the week of May 18–May 24, 2025, as National Public Works Week in the City of Manitou Springs. This proclamation aligns with the 65th annual national observance sponsored by the American Public Works Association and the Canadian Public Works Association.

### **Background:**

Public Works professionals are critical to the maintenance and advancement of infrastructure that directly supports public health, safety, and quality of life. These individuals include engineers, managers, and employees working across all levels of government and in the private sector. Their roles encompass responsibilities such as maintaining transportation systems, water treatment facilities, solid waste services, and other essential public assets.

National Public Works Week has been recognized annually since its establishment, serving as a platform to raise awareness and appreciation for the vital services these professionals provide.

### **Pros and Cons:**

**Pros:** Highlights and honors the essential contributions of Public Works staff.

**Cons:** None.

### **Fiscal Impact:**

None.

### **Workload Impact:**

Minimal.



**Recommended Action:**

Read Proclamation No. 0725, a proclamation to recognize May 18 - May 24, 2025 as National Public Works Week and proclaim it so.



City of Manitou Springs  
Proclamation No. 0725

# *Proclamation*

**65<sup>th</sup> Annual National Public Works Week  
May 18 – May 24, 2025**

**WHEREAS**, Public Works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of Manitou Springs; and,

**WHEREAS**, these infrastructure, facilities and services could not be provided without the dedicated efforts of Public Works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, infrastructures, and other structures and facilities essential for our citizens; and,

**WHEREAS**, it is in the public interest for the citizens, civic leaders and children in the City of Manitou Springs to gain knowledge of and to maintain an ongoing interest and understanding of the importance of Public Works and Public Works programs in their respective communities; and,

**WHEREAS**, the year 2025 marks the 65<sup>th</sup> annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association, be it

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Manitou Springs City Council, does hereby designate the week May 18- 24, 2025 as National Public Works Week and urge all citizens to pay tribute to our Public Works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

Adopted this 20th day of May 2025 in the City of Manitou Springs, El Paso County, Colorado.

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Mayor John G. Graham

Attest:

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City Clerk Elena Krebs



## Memorandum

Title: Proclamation No. 0825, A Proclamation to Recognize May as Archeology and Historic Preservation Month

From: Frederick Rollenhagen, Planning Director

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

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May 20, 2025

### **Purpose:**

To recognize May 2025 as "Archeology and Historic Preservation Month" in the City of Manitou Springs.

### **Background:**

Manitou Springs has a deep and rich historical heritage. This proclamation highlights the City's commitment to preserving its unique historical and natural environments, honoring the work of dedicated citizens and organizations, and encouraging community-wide participation in preservation-related activities.

### **Pros and Cons:**

#### **Pros:**

- Promotes awareness of local history, including indigenous heritage and architectural preservation.
- Reinforces community identity and appreciation for the city's unique character.

**Cons:** None.

### **Fiscal Impact:**

None.

### **Workload Impact:**

Minimal.

### **Recommended Action:**

Read Proclamation No. 0825, a proclamation to recognize May 2025 as Archeology and Historic Preservation Month and proclaim it so.





City of Manitou Springs  
Proclamation No. 0825

# *Proclamation*

## **Archeology and Historic Preservation Month May 2025**

**WHEREAS**, the month of May is celebrated Nationally as National Preservation Month and it is celebrated by the State of Colorado as Archaeology and Historic Preservation Month; and

**WHEREAS**, Manitou Springs is invested in the natural and historic environments found in and around the City; and

**WHEREAS**, Manitou Springs' three (3) National Register Districts with 16 subdistricts, 10 individually listed National Register sites and many, many places within our local Historic Preservation District matter to our citizens and visitors; and

**WHEREAS**, it is important to celebrate the City's natural and built environments and the contributions made by dedicated citizens in preserving our surroundings, which gives the community its unique sense of place and identity.

**NOW, THEREFORE BE IT RESOLVED**, the month of May 2025 shall be observed in the City of Manitou Springs as “Archaeology and Historic Preservation Month” in conjunction with the celebration of National Preservation Month, and Manitou Springs’ citizens are called upon to take the following actions:

- **HIKE** our local trails with family and friends enjoying the beautiful scenery and views of our community that have been largely unchanged for 100+ years
- **DISCUSS** the history of Manitou's first residents, the Mountain Ute Tribe, and the other Native American tribes historically found in this area.
- **WALK** with family and friends within the City looking:
  - for heritage plants brought in by early settlers - such as lilacs - found to be well-suited to our environment, and
  - at the historic homes, downtown buildings, and mineral springs to experience and learn more about the community they live in.
- **APPRECIATE** our historic sites and environment and the people who work to preserve them, so they are here for us all to experience and enjoy.

- **RECOGNIZE** Historic Preservation is a core community value that provides both a tangible benefit to the local economy and a richness of spirit to the City of Manitou Springs.

Adopted this 20<sup>th</sup> day of May 2025 in the City of Manitou Springs, El Paso County, Colorado

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John Graham, Mayor

Attest:

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Elena Krebs, City Clerk



## Memorandum

Title: Proclamation No. 0925, A Proclamation Recognizing the 56<sup>th</sup> Annual Professional Municipal Clerks Week

From: Elena Krebs, City Clerk

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

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May 20, 2025

### **Purpose:**

This proclamation recognizes May 4–May 10, 2025, as Professional Municipal Clerks Week in Manitou Springs and aims to acknowledge the essential role and contributions of municipal clerks to local governance.

### **Background:**

The Office of the Professional Municipal Clerk is one of the oldest positions in public service and plays a crucial role in ensuring transparency, accessibility, and efficiency in local government. Clerks serve as a link between citizens and their government, providing information and impartial service.

### **Pros and Cons:**

**Pros:** Highlights the role of clerks, promoting better public understanding of local government operations.

**Cons:** None.

### **Fiscal Impact:**

None.

### **Workload Impact:**

Minimal.

### **Recommended Action:**

Read Proclamation No. 0925, recognizing May 4–May 10, 2025, as Professional Municipal Clerks Week and proclaim it so.



City of Manitou Springs  
Proclamation No. 0925

# *Proclamation*

**56<sup>th</sup> Annual Professional Municipal Clerks Week  
May 4 – May 10, 2025**

**WHEREAS**, the Office of the Professional Municipal Clerk, a time-honored and vital part of local government exists throughout the world, and

**WHEREAS**, the Office of the Professional Municipal Clerk is the oldest among public servants, and

**WHEREAS**, the Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

**WHEREAS**, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

**WHEREAS**, the Municipal Clerk serves as the information center on functions of local government and community.

**WHEREAS**, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

**WHEREAS**, it is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Manitou Springs City Council, does hereby proclaim May 4 through May 10, 2025, as Professional Municipal Clerks Week and extend appreciation to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Adopted this 20<sup>th</sup> day of May 2025 in the City of Manitou Springs, El Paso County, Colorado

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Mayor John G. Graham

Attest:

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City Clerk Elena Krebs



## Memorandum

Title: Approval of Easement for 122 Palisade Circle

From: Fred Rollenhagen, Planning Director

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 15 minutes

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May 20, 2025

### **Purpose:**

The purpose of this easement is to provide legal access and use to that portion of the residential improvements at 122 Palisade Circle that are encroaching on City-owned property.

### **Background:**

In 2004, the property owner of 122 Palisade owned two separate lots adjacent to each other. They constructed improvements to the rear of their residence, including a deck, pool and other backyard improvements that fell on both parcels. Due to a bankruptcy, the rear parcel was lost and later acquired by the City, inadvertently creating an encroachment situation. Due to this encroachment of private improvements on what is now City-owned property, the property owner is facing complications in selling the residence.

### **Pros and Cons:**

Filing an easement would be the most cost-effective method to allow the property owners legal use of the improvements that are on City property, and this solution has been accepted by the property owners as an adequate solution. An alternative solution is to subdivide and sell a portion of the City-owned land to the property owners, which would be more costly for the property owners. A third alternative is to require the demolition of the encroachments on City property.

### **Fiscal Impact:**

The preparation and filing of an easement includes the cost of preparing the easement by our attorney. Staff recommends that the property owners of 122 Palisade pay the costs of recording the easement in the County Clerk and Recorder's Office

### **Workload Impact:**

Public Works Staff and Planning Staff have spent time working with the property owner in identifying a solution and working with legal council in preparing the appropriate



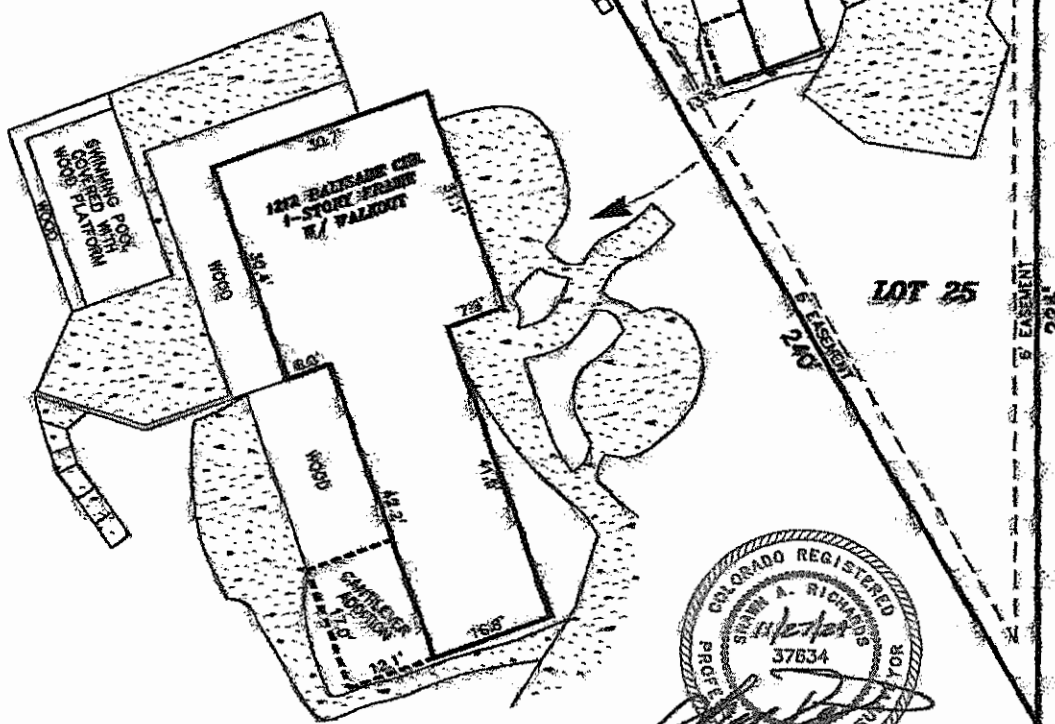
documents. Staff would estimate approximately 40 to 60 hours of staff time have been put into this solution.

**Recommended Action:**

Move to approve and execute the encroachment easement for 122 Palisade Circle.

**PROPERTY ADDRESS**  
122 PALISADE CIRCLE  
MANITOU SPRINGS, CO 80829

LOTS 25 AND 26, BLOCK 1 IN CRYSTAL HILLS SUBDIVISION  
NO. 2, COUNTY OF EL PASO, STATE OF COLORADO.



\* GUILD MORTGAGE COMPANY LLC  
\*\* CORE TITLE GROUP LLC & WESTBORO LAND TITLE INSURANCE COMPANY

**TITLE COMMITMENT NO. 300000-C, HAVING AN EFFECTIVE DATE OF NOVEMBER 18, 2024, AT 07:30 A.M.**

NOTE: FOR AN ACCURATE BOUNDARY SURVEY, WE RECOMMEND THAT A LAND SURVEY PLAT BE PREPARED.

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS IMPROVEMENT LOCATION CERTIFICATE WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN ANY EVENT, ANY ACTION BASED UPON ANY DEFECT IN THIS IMPROVEMENT LOCATION CERTIFICATE BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.

DATE OF PREPARATION: 11/27/2024  
JOB NUMBER: 24332-01

SHEET 1 OF 1



# EAGLE

**LAND SURVEYING INC.**  
P.O. BOX 5365  
COLORADO SPRINGS, CO 80931  
PHONE: (719) 382-4150

**TO: City Council, City of Manitou Springs**

Dear Council Members,

For over 30 years, the Donn family has proudly called Manitou Springs home. Last October, recognizing the realities of our advancing age, we made the difficult decision to downsize and sell our home in Crystal Hills. The property was listed and placed under contract within a day, with every expectation of a smooth closing within weeks.

However, the sale was abruptly terminated due to a newly raised lot-line issue—an issue that had never impacted any of the previous three sales over the past 60 years. Since the adjacent land is now City-owned, we immediately sought assistance from City Administration in our letter dated December 16, 2024 (copy attached).

We are relieved that, thanks to the support of City Administration, a solution has now been identified and understand it is scheduled for inclusion on a May Council agenda for your approval.

We respectfully urge the Council to prioritize and expedite this matter. We look forward to your support in promptly resolving this issue so we may finally proceed with the sale of our home.

Thank you for your time and consideration.

Respectfully,

**Jack J. Donn and Carole G. Donn**

## ENCROACHMENT EASEMENT AGREEMENT

THIS ENCROACHMENT EASEMENT AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Manitou Springs, 606 Manitou Avenue, Manitou Springs, Colorado 80829, a Colorado municipal corporation (the "City"), and \_\_\_\_\_, with an address of \_\_\_\_\_ ("Owner") (collectively the "Parties").

WHEREAS, Owner is the owner of residential property with an address of 122 Palisade Circle, Manitou Springs, Colorado 80829 with a legal description of Lots 25 and 26, Block 1 in Crystal Hills Subdivision No. 2, County of El Paso, State of Colorado;

WHEREAS, Owner has certain structures located on the above-described real property that encroach into adjacent City-owned property; a raised deck platform on top of a covered pool, concrete patio and split-rail wooden fence with landscape retaining wall, and poured concrete steps; and

WHEREAS, the City is willing to grant an easement to Owner, which allows for the encroachments, subject to the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the sum of ten dollars (\$10.00) to the City paid in hand by Owner, the receipt of which is hereby acknowledged, the City hereby grants to Owner an encroachment easement for use by Owner, its successors and assigns, lessees, licensees, and agents, of the real property described in **Exhibit A** which is attached hereto and incorporated herein.

Section 1. Grant of Easement by the City. The City does hereby grant to Owner, its successors, assigns, lessees, licensees, and agents, an encroachment easement over City-owned property as more particularly described in Exhibit A (the "Easement Property") for the sole purpose of authorizing the encroachment onto City property as shown in Exhibit A.

Section 2. Covenants of Owner. Owner hereby represents, covenants, and warrants in favor of the City as follows:

a. Owner shall protect the Easement Property and the adjacent lands from damage caused in whole or in part by acts or omissions of Owner, its employees, agents, contractors, subcontractors, assigns, lessees, licensees, agents, patrons, invitees, and visitors. Owner shall clean, cure, and correct any such damage to the Easement Property or the above-referenced adjacent lands. Notwithstanding the foregoing, the City may, in the event of an emergency as determined by the City in its sole discretion, clean, cure, or correct damage caused by Owner at Owner's expense.

b. In all activities undertaken on the Easement Property by Owner or its employees, agents, contractors, subcontractors, successors, assigns, lessees, or licensees, all work shall be completed in a good and workmanlike manner.

c. Owner shall not allow, cause, or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees, or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA") including, but not limited to, asbestos, and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored, or deposited on, over, or beneath the Easement Property or any other lands owned by the City. Any hazardous, toxic, or flammable substances used by Owner, its employees, agents, contractors, subcontractors, successors, assigns, or lessees, shall be utilized in a lawful manner and in compliance with all federal, state, and local rules and regulations relating to protection of health or the environment.

Section 3. Indemnification of the City by Owner. Owner agrees to, and hereby does, indemnify and hold harmless the City, its agents, employees, officers and assigns, from any costs, expenses, damages, claims, or demands incurred or asserted against the City or arising out of the activities of Owner, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, patrons, visitors, or invitees in the construction, operation, or maintenance of the Easement Property.

Section 4. Insurance. Owner shall obtain for itself, its agents, successors, assigns, lessees, licensees, and agents, necessary and adequate worker's compensation insurance, and commercial general liability insurance with limits commensurate with the hazards and risks associated with the use of the Easement Property, but in no event less than the liability limits established by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101, et seq., as now in effect or as hereinafter amended. The insurance policy shall list the City as an additional insured and shall contain a clause providing that coverage shall not be cancelled by the insurance company without thirty (30) days written notice to the City of intention to cancel.

Section 5. Nonwaiver. The failure of the City or Owner to enforce any provision of this Agreement shall not act as a waiver by the City or Owner to enforce any other provision of this Agreement.

Section 6. Abandonment/Termination of the Easement. The City and Owner agree that this Easement shall remain in effect for so long as the encroaching structure remains in good working condition and has not deteriorated to the point it is no longer in good working condition. In the event the structure is demolished or ceases to be in good working condition, this Easement may be deemed abandoned and terminated, and of no further force or effect, upon written notice by the City to Owner.

Section 7. Miscellaneous.

a. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in El Paso County, Colorado.

b. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

c. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Consultant and the City, superseding all prior oral or written communications.

d. Third Parties. There are no intended third-party beneficiaries to this Agreement.

e. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement.

f. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

g. Modification. This Agreement may only be modified upon written agreement of the Parties.

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

i. Governmental Immunity. The City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the City and its officers or employees.

j. Rights and Remedies. The rights and remedies of the City under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

IN WITNESS WHEREOF, the parties hereto have executed this Encroachment Easement Agreement by their respective duly authorized officers as of the date and year first above written.

*[Remainder of page intentionally left blank. Signatures on following page]*

**CITY OF MANITOU SPRINGS**

\_\_\_\_\_  
Denise Howell, City Administrator

ATTEST:

\_\_\_\_\_  
Elena Krebs, City Clerk

**OWNER**

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

STATE OF COLORADO            )  
                                                  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2025 by \_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_.

My commission expires:

(SEAL)

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**Easement Property**

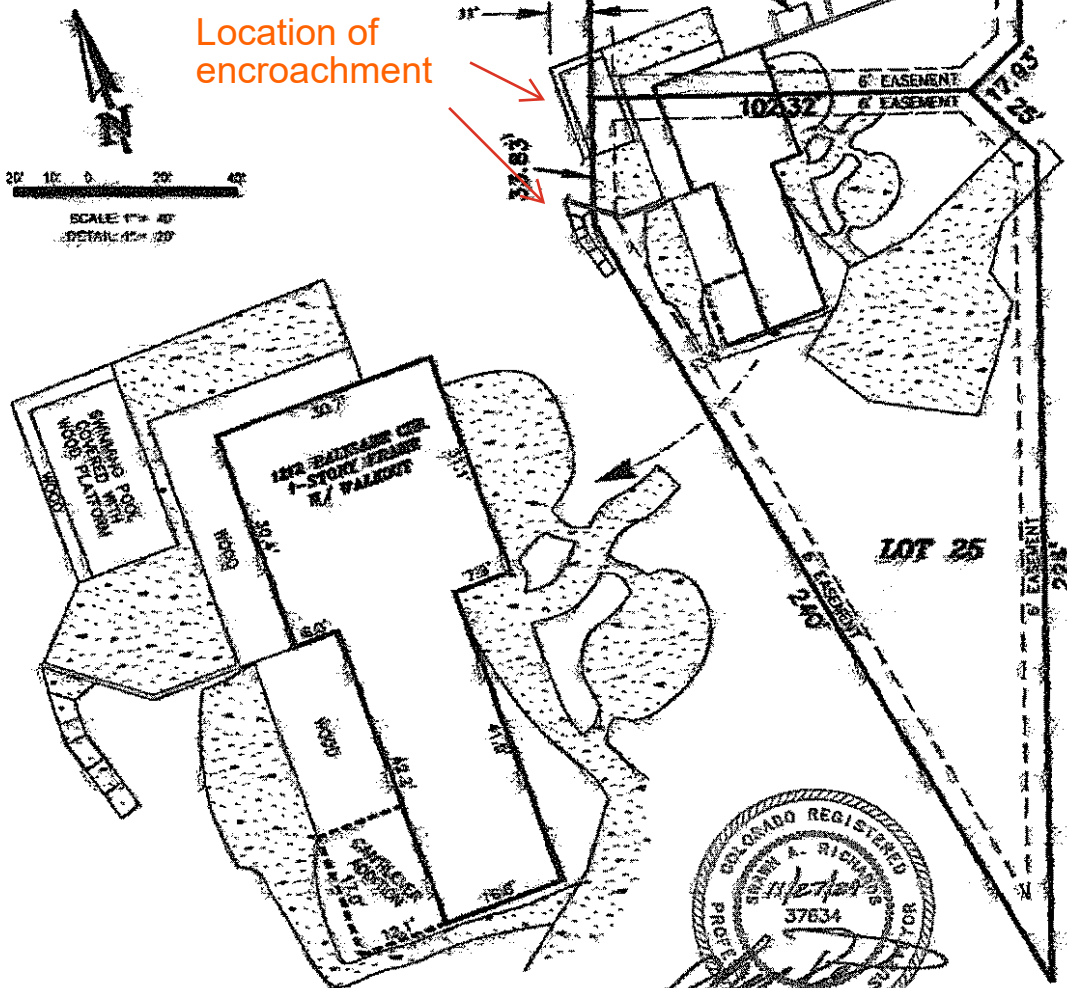
*(See attachment)*

IMPROVEMENT LOCATION CERTIFICATE  
(THIS IS NOT A PROPERTY SURVEY)

PROPERTY ADDRESS:  
122 PALISADE CIRCLE  
MANitou SPRINGS, CO 80829

LEGAL DESCRIPTION:  
LOTS 25 AND 26, BLOCK 1 IN CRYSTAL HILLS SUBDIVISION  
NO. 2, COUNTY OF EL PASO, STATE OF COLORADO.

I HEREBY CERTIFY THAT THIS IMPROVEMENT LOCATION  
CERTIFICATE WAS PREPARED FOR THE LENDER AND THE  
TITLE COMPANY AND THAT IT IS NOT A LAND SURVEY  
PLAT OR IMPROVEMENT SURVEY PLAT, AND THAT IT IS  
NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF  
FENCE, BUILDING, OR OTHER FUTURE IMPROVEMENT LINES. I  
FURTHER CERTIFY THAT THE IMPROVEMENTS ON THE  
ABOVE DESCRIBED PARCEL ON NOVEMBER 26TH, 2024,  
EXCEPT UTILITY CONNECTIONS, ARE ENTIRELY WITHIN THE  
BOUNDARIES OF THE PARCEL, EXCEPT AS SHOWN, THAT  
THERE ARE NO ENCROACHMENTS UPON THE DESCRIBED  
PREMISES BY IMPROVEMENTS ON ANY ADJOINING  
PREMISES, EXCEPT AS INDICATED, AND THAT THERE IS NO  
APPARENT EVIDENCE OR SIGN OF ANY EASEMENT  
CROSSING OR BURDENING ANY PART OF SAID PARCEL,  
EXCEPT AS NOTED.



\* GUILD MORTGAGE COMPANY LLC  
\*\* CORE TITLE GROUP LLC & WESTCOAST LAND TITLE INSURANCE COMPANY

TITLE COMMITMENT NO. 380308-C, HAVING AN EFFECTIVE DATE OF NOVEMBER 18, 2024, AT 07:30 A.M.

NOTE: FOR AN ACCURATE BOUNDARY SURVEY, WE RECOMMEND THAT A LAND SURVEY PLAT BE PREPARED.

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY  
LEGAL ACTION BASED UPON ANY DEFECT IN THIS IMPROVEMENT  
LOCATION CERTIFICATE WITHIN THREE YEARS AFTER YOU FIRST  
DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED  
UPON ANY DEFECT IN THIS IMPROVEMENT LOCATION CERTIFICATE  
BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE  
CERTIFICATION SHOWN HEREON.

DATE OF PREPARATION: 11/27/2024  
JOB NUMBER: 24332-01

SHEET 1 OF 1



**EAGLE**

LAND SURVEYING INC.  
P.O. BOX 5365  
COLORADO SPRINGS, CO 80931  
PHONE: (719) 382-4150



## Memorandum

Title: Approval of Emergency Ordinance No. 0925, An Emergency Ordinance of the City of Manitou Springs, Colorado, Authorizing certain Energy and/or other Capital Improvements at City Facilities; the Execution and Delivery of a Lease Agreement and an Escrow Agreement related to financing a portion of the costs thereof; ratifying Action previously taken concerning the referenced documents; declaring an Emergency; and providing for other matters relating thereto

From: Rebecca Davis, CPFO, Finance Director

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 15 Minutes

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May 20, 2025

### **Purpose:**

To approve an emergency ordinance for a lease purchase agreement in the amount of \$3,978,097 for a turnkey water meter replacement program and municipal facility improvement as per the energy performance contract with Schneider Electric.

This Emergency Ordinance is being brought before the City Council to comply with the City Charter Section 5.9 Emergency Ordinances.

*Emergency ordinances for the preservation of public property, health, peace, or safety shall be approved only by the unanimous vote of Councilmen present. The facts showing such urgency and need shall be specifically stated in the measure itself. No ordinance making a grant of any special privilege, levying taxes, or fixing rates charged by any city-owned utility shall ever be passed as an emergency measure. A public hearing, a second reading, and a first publication as provided in Section [5.8](#) (d), are not required. An emergency ordinance shall take effect upon passage. Publication shall be within 10 days, or as soon thereafter as possible.*

### **Background:**

Schneider Electric completed an Investment Grade Audit of the City's energy and efficiency. They received approval from the Colorado Energy Office on the content, veracity of, and adherence to state statute for the Investment Grade Audit Report as well as the Energy Performance Contract agreement.

The Lease Purchase is for \$3,978,097, for 20 years with a 4.2% interest rate. The lease purchase payments will be covered by savings and revenues from the projects and other savings identified by Schneider Electric, which will meet or exceed the annual



lease payments.

Due to the approaching end dates of quotes from the contractors that will be providing the turnkey meter replacement program and the municipal facility improvements, the financing must be secured before the end of May, which has resulted in the need for the emergency ordinance. The closing for this transaction is scheduled for May 28, 2025.

**Pros and Cons:**

**Pro:** Approving the lease purchase will allow the city to replace water meters that are at end of life and make City Hall more energy efficient.

**Con:** The city will be committing to a 20-year loan although savings from the projects and decreased IT costs found by Schmidt Electric will cover the annual payments.

**Fiscal Impact:**

The loan payments will be covered by savings and revenues from the projects and additional savings as identified by Schmidt Electric.

**Workload Impact:**

Staff has been working with Schneider Electric, Huntington Bank personnel and Butler Snow Bond Counsel for several weeks for this financing agreement.

**Recommended Action:**

Approve the Emergency Ordinance No. 0925, An Emergency Ordinance of the City of Manitou Springs, Colorado, Authorizing certain energy and/or other Capital Improvements at City Facilities; the Execution and Delivery of a Lease Agreement and an Escrow Agreement related to financing a portion of the costs thereof; ratifying Action previously taken concerning the referenced documents; declaring an Emergency; and providing for other matters relating thereto.

ORDINANCE

**AN EMERGENCY ORDINANCE OF THE CITY OF MANITOU SPRINGS, COLORADO, AUTHORIZING CERTAIN ENERGY AND/OR OTHER CAPITAL IMPROVEMENTS AT CITY FACILITIES; THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT AND AN ESCROW AGREEMENT RELATED TO FINANCING A PORTION OF THE COSTS THEREOF; RATIFYING ACTION PREVIOUSLY TAKEN CONCERNING THE REFERENCED DOCUMENTS; DECLARING AN EMERGENCY; AND PROVIDING FOR OTHER MATTERS RELATING THERETO**

**WHEREAS**, the City of Manitou Springs (the “City”), in the County of El Paso and State of Colorado, is a home rule municipal corporation duly organized and existing under the laws of the State of Colorado and in particular under the provisions of Article XX of the Constitution of the State of Colorado (“Article XX”) and the City’s Charter (the “Charter”);

**WHEREAS**, the members of the City Council of the City (the “Council”) have been duly elected and qualified;

**WHEREAS**, the City is authorized by Section 31-15-101(1)(d), Colorado Revised Statutes (“C.R.S.”), to acquire, hold, lease, and dispose of property, both real and personal; and

**WHEREAS**, the City is authorized by Section 31-15-801, C.R.S., to enter into rental or leasehold agreements in order to provide necessary land, buildings, equipment and other property for governmental or proprietary purposes; and

**WHEREAS**, for the purpose of financing the costs of acquiring certain energy equipment and other capital upgrades for governmental purposes (the “Leased Property”), the City has determined that it is in the best interest of the City and its residents and taxpayers to enter into an Energy Performance Contract (the “Energy Contract”) with Schneider Electric Buildings Americas, Inc. (the “Contractor”) and an Equipment Lease Purchase Agreement (the “Lease”) with the HUNTINGTON PUBLIC CAPITAL CORPORATION (the “Bank”) in an amount not to exceed \$4,500,000, for the purpose of acquiring, constructing and installing such capital improvements, including certain energy improvements and upgrades at various City owned facilities (the “Project”); and

**WHEREAS**, pursuant to the terms of such Lease, the Bank will advance funds for the Project to the City, and such funds shall be held in an escrow account pursuant to the terms of an escrow agreement (the “Escrow Agreement”) by and between the City and HUNTINGTON NATIONAL BANK (the “Escrow Bank”); and

**WHEREAS**, pursuant to the Lease, and subject to the right of the City to terminate the Lease and other limitations as therein provided, the City will pay certain rental payments (“Lease Payments” as such terms are defined in the Lease) in consideration for the right of the City to use the Leased Property; and

**WHEREAS**, the City's obligation under the Lease to pay Lease Payments shall be from year to year only; shall constitute currently budgeted expenditures of the City; shall not constitute a mandatory charge or requirement in any ensuing budget year; and shall not constitute a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional or statutory limitation or requirement concerning the creation of indebtedness or multiple fiscal year financial obligation, nor a mandatory payment obligation of the City in any ensuing fiscal year beyond any fiscal year during which the Lease shall be in effect; and

**WHEREAS**, there has been presented to the Council and is on file at the City offices a form of Energy Contract, a form of Lease, and form of Escrow Agreement; and

**WHEREAS**, a copy of the Energy Contract, Lease, and Escrow Agreement, in substantially the form to be executed by the City, and the Contractor, and the Bank, and the Escrow Bank, are on file with the City; and

**WHEREAS**, pursuant to Section 31-16-105, C.R.S., and Section 5.9 of the Charter, because of the urgent need for the financing of the Project and the limited availability of low interest financing, the Council has determined that an emergency exists and that adoption of this Ordinance as an emergency ordinance on first and final reading is necessary for the immediate preservation of public property, health, peace, and safety.

**WHEREAS**, Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes (the "Supplemental Act"), provides that a public entity, including the City, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act to the Lease and the financing.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANITOU SPRINGS, COLORADO:**

**Section 1.**     Ratification and Approval of Prior Actions. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Council, or the officers or agents of the Council or the City, relating to the Energy Contract, the Lease or the Escrow Agreement, or to the acquisition, construction, installation or financing of the Project is hereby ratified, approved and confirmed.

**Section 2.**     Finding of Best Interests. The Council hereby finds and determines, pursuant to the Act, the Constitution and laws of the State, that the acquisition, construction and installation of the Project, the entrance into the Energy Contract, and the financing of a portion of the costs thereof pursuant to the terms set forth in the Lease and the Escrow Agreement is necessary, convenient, and in furtherance of the purposes of the City and is in the best interests of the City and its citizens and inhabitants, and the Council hereby authorizes and approves the same.

**Section 3.**     Supplemental Act; Parameters. The Council hereby elects to apply all of the provisions of the Supplemental Act to the Lease and in connection therewith delegates to the

Mayor, any other member of the City Council, the City Administrator and the Finance Director of the City the independent authority to make any determination delegable pursuant to Section 11-57-205(1)(a-i) of the Supplemental Act in relation to the Lease, and to execute a sale certificate setting forth such determinations, including without limitation the date of the Lease and the Escrow Agreement, the rental amount to be paid by the City pursuant to the Lease and the term of the Lease, subject to the following parameters and restrictions:

- (a) the Lease Term shall not extend beyond December 31, 2045;
- (b) the aggregate principal amount of the Lease shall not exceed \$4,500,000;
- (c) the maximum annual and maximum total repayment amounts under the Lease shall not exceed \$500,000 and \$6,250,000 respectively.
- (d) the interest rate on the interest component of the Lease Payments shall not exceed 5.00% per annum provided that this limitation does not apply to any interest rate reset that may occur, or any rate imposed as a result of an Event of Default or Event of Taxability under the Lease;
- (e) the Lease shall be subject to prepayment at the option of the City as specified in the Lease and Sale Certificate.

The Council hereby agrees and acknowledges that the amounts deposited into the Project Fund by the Bank will only be used to finance a portion of the costs of constructing, acquiring and installing the Project, and to pay any other costs associated with the Project.

**Section 4.** Approval of Documents. The Energy Contract, the Lease, and the Escrow Agreement (collectively, the “Documents”), in substantially the forms presented to this meeting of the Council, are in all respects approved, authorized and confirmed, and the Mayor, any other member of the City Council, the City Administrator and the Finance Director of the City are each hereby authorized and directed, for and on behalf of the City, to: (i) execute and deliver the Documents in substantially the forms on file with the City, with such changes thereto as are not inconsistent with the provisions of this Ordinance and (ii) to serve as authorized representative of the City with respect to the execution of Disbursement Requests under the Escrow Agreement. The approval hereby given to the Documents includes an approval of such additional details therein as may be necessary and appropriate for their completion, deletions therefrom and additions thereto as may be approved by bond counsel prior to the execution of the Documents. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval by the City of such instrument in accordance with the terms hereof.

**Section 5.** Authorization to Execute Collateral Documents and To Perform Additional Acts. The Mayor, any other member of the City Council, the City Administrator and the Finance Director of the City, are hereby authorized and directed to execute and deliver for and on behalf of the City any and all additional certificates, documents, instruments and other papers, and to perform all other acts that they may deem necessary or appropriate, in order to implement and carry out the transactions and other matters authorized by this Ordinance. The execution of any

instrument by the aforementioned officers or members of the Council shall be conclusive evidence of the approval by the City of such instrument in accordance with the terms hereof and thereof.

**Section 6.**     No General Obligation Debt. No provision of this Ordinance or the Documents shall be construed as creating or constituting a general obligation or other indebtedness or multiple fiscal year direct or indirect City debt or other financial obligation whatsoever of the City within the meaning of any constitutional or statutory provision, nor a mandatory charge or requirement against the City in any ensuing fiscal year beyond the then current fiscal year. The City shall not have any obligation to make any payment with respect to the Lease except in connection with the payment of the Lease Payments (as defined in the Lease) and certain other payments under the Lease, which payments may be terminated by the City in accordance with the provisions of the Lease. No provision of the Documents shall be construed or interpreted as creating an unlawful delegation of governmental powers nor as a donation by or a lending of the credit of the City within the meaning of Sections 1 or 2 of Article XI of the Colorado Constitution. None of the Documents shall directly or indirectly obligate the City to make any payments beyond those budgeted and appropriated for the City's then current fiscal year.

**Section 7.**     Reasonableness of Lease Payments. The Council hereby determines and declares that the Lease Payments, as provided in the Lease and as subject to the parameters set forth in Section 3 hereof, does not exceed a reasonable amount so as to place the City under an economic compulsion to renew the Lease or to exercise its option to prepay the Lease. The Council hereby determines and declares that the period during which the City has an option to prepay the Lease (i.e., the entire maximum term of the Lease) does not exceed the useful life of the Leased Property.

**Section 8.**     Authorized Lessee Representative. The Council hereby authorizes the Mayor, any other member of the City Council, the City Administrator and the Finance Director of the City to each act as Authorized Lessee Representative under the Energy Contract, the Lease and the Escrow Agreement, or such other person or persons who may be so designated in writing from time to time by the Mayor, as further provided in the Lease.

**Section 9.**     No Recourse against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Council, or any officer or agent of the City acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the Lease Payments. Such recourse shall not be available either directly or indirectly through the Council or the City, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise.

**Section 10.**    Direction to Take Authorizing Action. The appropriate officers of the City and members of the Council are hereby authorized and directed to take all other actions necessary or appropriate to effectuate the provisions of this Ordinance, including but not limited to such certificates and affidavits as may reasonably be required by the Bank and the Escrow Bank.

**Section 11.**    Severability. If any article, section, paragraph, sentence, clause or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The City

Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

**Section 12.** Repealer. All orders, Ordinances, bylaws, ordinances or regulations of the City, or parts thereof, inconsistent with this Ordinance are hereby repealed to the extent only of such inconsistency.

**Section 13.** Emergency Determination. Pursuant to Section 31-16-105, C.R.S., and Section 5.9 of the Charter, because of the urgent need for the financing of the Project and the limited availability of low interest financing, the Council has determined that an emergency exists and that adoption of this Ordinance as an emergency measure on first and final reading is necessary for the immediate preservation of public property, health, peace, and safety, and this Ordinance shall be effective immediately upon final passage and adoption on first reading.

**Section 14.** Recordation. A true copy of this Ordinance, as adopted by the City Council on first and final reading, shall be numbered and recorded on the official records of the City and its adoption and publication shall be authenticated by the signatures of the Mayor and the City Clerk, and by a certification of publication.

**Section 16.** Electronic Signatures; Electronic Transactions. The Mayor, the City Clerk, the City Administrator, the Finance Director or the City or other employee or official of the City that is authorized or directed to execute any agreement, document, certificate, instrument or other paper in accordance with this Ordinance (collectively, the “Authorized Documents”) is hereby authorized to execute Authorized Documents electronically via facsimile or email signature. Any electronic signature so affixed to any Authorized Document shall carry the full legal force and effect of any original, handwritten signature. This provision is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. It is hereby determined that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

*[Remainder of page left blank intentionally]*

INTRODUCED, READ ON FIRST READING, APPROVED, AND ADOPTED ON  
FIRST READING AS AN EMERGENCY ORDINANCE AND ORDERED PUBLISHED this  
[ ] day of May, 2025

\_\_\_\_\_  
Mayor John Graham

Attest: \_\_\_\_\_  
Elena Krebs, City Clerk

Published: \_\_\_\_\_, 20\_\_ \_\_\_\_\_ (in full)  
*City's Official Website and City Hall*

STATE OF COLORADO                    )  
                                                  )  
COUNTY OF EL PASO                 ) SS.  
                                                  )  
CITY OF MANITOU SPRINGS         )

I, Elena Krebs, the duly appointed, qualified and acting City Clerk of the City of Manitou Springs, Colorado (the “City”) do hereby certify:

1. That the foregoing pages are a true, correct, and complete copy of an ordinance adopted by the City Council (the “Council”) of the City on first and final reading at a regular meeting of the Council held at the City Hall on [\_\_\_\_], 2025, by unanimous vote of the members of the Council present as follows:

| Name                           | “Yes” | “No” | Absent | Abstain |
|--------------------------------|-------|------|--------|---------|
| John Graham, Mayor             |       |      |        |         |
| Natalie Johnson, Mayor Pro Tem |       |      |        |         |
| Judith Chandler                |       |      |        |         |
| Nancy Fortuin                  |       |      |        |         |
| John Shada                     |       |      |        |         |
| Michelle Whetherhult           |       |      |        |         |
| Julie Wolfe                    |       |      |        |         |

2. That notice of the meeting held on [\_\_\_\_], 2025, in the form attached hereto as **Exhibit A**, was posted in a designated public place within the boundaries of the City no less than twenty-four hours prior to the meeting as required by law.

3. That the ordinance was published in full on the City’s official website and in City Hall after its adoption on first and final reading, in accordance with the City of Manitou Springs Home Rule Charter and Section 1.04.060 of the Manitou Springs Municipal Code.

*[Remainder of page left blank intentionally]*

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City this \_\_\_\_  
day of \_\_\_\_\_ 2025.

(SEAL)

---

Elena Krebs, City Clerk

EXHIBIT A

(Attach Meeting Notice)



## **ELECTRONIC SIGNATURES AGREEMENT**

This Electronic Signatures Agreement (“**Agreement**”) is dated **May 28, 2025** between Huntington Public Capital Corporation (together with its successors and assigns, “**HPCC**”) and City of Manitou Springs (“**Customer**”).

### **1. Definitions and Interpretation.**

Documents, agreements, forms, instruments, schedules, chattel paper and information (collectively, “**Documents**”) that have been electronically signed and e-mailed or otherwise electronically transmitted to HPCC are collectively, “**Electronically Signed Documents**.”

“**Authentication Service**” refers to services provided by DocuSign, Inc. and eOriginal, Inc. to effect a Document’s electronic review, signature, completion, transmittal, storage, and related actions.

### **2. Electronic Signatures.**

HPCC will permit Customer to electronically sign Documents subject to the terms and conditions of this Agreement. Customer understands that many of these Electronically Signed Documents will result in actions on HPCC’s part, including, but not limited to, extensions of credit, loans, lease financings or other financial accommodations, or will be relied up on by HPCC in administering or servicing Customer’s financing, equipment leasing and other needs. Customer hereby authorizes HPCC to act, or rely, on the Electronically Signed Documents if, in HPCC’s sole opinion, HPCC believes they came from and were authorized by Customer.

The words (i) “execution,” “signed,” “signature,” and words of like import in or associated with any Document shall be deemed to include an electronic signature, and (ii) “written,” “in writing,” and words of like import in or associated with any Document, shall be deemed to include electronic copies thereof, each of which shall be of the same legal effect, validity or enforceability as a paper record and/or manually executed signature to the extent and as provided for in any applicable law.

HPCC may, in its sole discretion, require manual signatures on certain Documents. Customer shall deliver to HPCC the originals of all Documents Customer manually signs promptly following Customer’s execution thereof.

### **3. Customer Representations, Warranties and Agreements.**

To induce HPCC to accept Electronically Signed Documents and to act, and/or rely, on them, Customer agrees to the following terms and conditions:

- a) Customer agrees that its electronic signature on or associated with any Electronically Signed Document shall be valid and binding on Customer and that each Electronically Signed Document, when entered into, will constitute the legal, valid and binding obligation of Customer enforceable against it in accordance with the terms thereof to the same extent as if manually executed.
- b) Customer will ensure that each Electronically Signed Document is executed by a person or persons duly authorized to execute such Electronically Signed Document on behalf of Customer. Customer acknowledges and agrees that HPCC may rely on this Agreement and will not be required to verify that the signatures or any other entries on any Electronically Signed Document are authentic signatures or entries. Customer will not contest or assert any claim, defense or counterclaim regarding the validity or enforceability of any electronic signature or any Electronically Signed Document based on its execution using an electronic signature.

- c) Customer will, immediately on demand without setoff or counterclaim, reimburse and indemnify, defend and hold HPCC, its affiliates and the directors, officers, employees and agents of HPCC and its affiliates (collectively, the “**Indemnitees**”) harmless from any damages, losses, liabilities, claims (including, but not limited to third party claims), obligations, penalties, actions, judgments, suits, costs, and/or expenses, of any kind whatsoever and howsoever caused, including, but not limited to attorneys’ fees and/or expenses (collectively, “**Claims**”), paid or suffered or incurred by, or imposed upon, any Indemnatee directly or indirectly as a result of, or in any way connected with, (i) HPCC’s acceptance of, or reliance upon, the Electronically Signed Documents, (ii) HPCC’s treating any Electronically Signed Document as an original of the Electronically Signed Document or the “authoritative copy” of electronic chattel paper, or (iii) HPCC’s conversion of any Electronically Signed Document into a Tangible Item. Customer’s indemnification obligations hereunder shall survive the termination of this Agreement.
- d) Customer understands and agrees that no action of a person in the process of electronically signing, accessing, or communicating a Document, or establishing, using, or engaging an Authentication Service (including its accepting an Authentication Service’s terms of service, click-thru agreement, or the like), will condition, vary, supplement, or affect the Document.
- e) Customer understands that HPCC may, at any time, notify Customer that it will no longer accept, act on, or rely on Electronically Signed Documents or that this Agreement is terminated (provided that such notification or termination shall not apply with respect to any Electronically Signed Document executed prior to the effective date of such notification or termination, which shall remain in full force and effect and subject to the terms hereof).
- f) Customer understands the sending and receiving of Electronically Signed Documents may be interrupted by events not within HPCC’s control, such as fires, power failures, equipment malfunctions, or other causes and neither HPCC nor any Indemnatee shall be liable for any Claims in connection therewith.
- g) Customer understands that some Electronically Signed Documents may constitute “electronic chattel paper” under the Uniform Commercial Code. Customer agrees that HPCC or its designee shall maintain and hold the “authoritative copy” (as defined in the Uniform Commercial Code) of such electronic chattel paper and any printed or downloaded copy thereof will be deemed a copy and shall not constitute the “authoritative copy.” Customer agrees that HPCC or its designee shall have the right to convert the electronic chattel paper or other electronic Documents at any time into a paper-based Document (each, a “**Tangible Item**”). Customer agrees that each Tangible Item will be an effective, enforceable and valid document with all terms of the electronic chattel paper or other electronic Document remaining in full force and effect without modification thereto. Each Tangible Item shall be governed by the applicable provisions of the Uniform Commercial Code in effect in the jurisdiction named as providing governing law in such Tangible Item. If HPCC converts the authoritative copy of electronic chattel paper to a Tangible Item, the Tangible Item marked “Original” by HPCC shall constitute the tangible chattel paper.

#### **4. Severability.**

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

#### **5. Miscellaneous.**

This Agreement contains the entire understanding between Customer and HPCC with respect to, and supersedes all prior agreements and understandings, if any, relating to, the subject matter hereof. No modification or amendment of this Agreement will be effective unless made in a writing signed by both parties. No failure or delay on the part of either party in exercising any power, right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or



partial exercise of any such power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy. Section titles are for convenience of reference only and shall not be of any legal effect. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

**6. Notices.**

All notices required under this Agreement shall be personally delivered, sent via email (if to HPCC, to [HBEF.salescoordinator1@huntington.com](mailto:HBEF.salescoordinator1@huntington.com)), sent by first class mail, postage prepaid, or by overnight courier to the addresses on the signature page of this Agreement, or to such other address as a party may specify from time to time in writing. Notices shall be effective (i) if mailed, upon the earlier of receipt or five (5) days after deposit in the U.S. mail, first class, postage prepaid, or (ii) if hand-delivered, by courier or otherwise (including telegram, lettergram or mailgram), when delivered.

**7. Successors and Assigns.**

This Agreement shall inure to the benefit of HPCC and its successors and assigns and shall be binding upon the successors and permitted assigns of Customer. THE RIGHTS AND OBLIGATIONS OF CUSTOMER UNDER THIS AGREEMENT MAY NOT BE ASSIGNED OR DELEGATED.

**8. Governing Law; Jurisdiction.**

This Agreement will be governed by, and be construed in accordance with, the laws of the State of Ohio. The parties agree that any action or proceeding arising out of or relating to this Agreement may be commenced in any state or Federal court of competent jurisdiction in the State of Ohio, and each party submits to the jurisdiction of such court.

**9. WAIVER OF JURY TRIAL.**

CUSTOMER AND HPCC HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH CUSTOMER AND/OR HPCC MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first hereinabove written.

**HUNTINGTON PUBLIC CAPITAL CORPORATON**

**CITY OF MANITOU SPRINGS**

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

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

Name: Carmel Viado

Name: Denise Howell

Title: Vice President

Title: City Administrator

Address: c/o The Huntington National Bank  
11100 Wayzata Blvd., Ste 700  
Minnetonka, MN 55305

Address: 606 Manitou Avenue  
Manitou Springs, CO 80829

## COLORADO ADDENDUM TO MASTER LEASE AGREEMENT

Lessee: **City of Manitou Springs**

Lessor: **Huntington Public Capital Corporation**

Date: **May 28, 2025**

Reference is made to the Master Lease Agreement No. 311807 dated as of **May 28, 2025** (the "Agreement") by and between the above lessor ("Lessor") and the above lessee ("Lessee"). This Addendum amends and modifies the terms and conditions of the Agreement and is hereby made a part of the Agreement. Unless otherwise defined herein, capitalized terms defined in the Agreement shall have the same meaning when used herein.

NOW, THEREFORE, as part of the valuable consideration to induce the execution of the Agreement, Lessor and Lessee hereby agree to make the following amendments and additions to the Agreement as follows:

1. **Section 2.1** of the Agreement is hereby amended by adding the following immediately after the first paragraph of Section 2.1, as applicable:
  - a. Notwithstanding the above, the Lessee and Lessor understand that the Lease Term of this Agreement, including all renewals thereof, shall not exceed the lesser of the weighted average useful life of the Equipment or thirty (30) years.
2. **Section 8** of the Agreement is hereby deleted in its entirety and the following Section 8 is hereby inserted in lieu thereof:
  - a. **TITLE.** Upon acceptance of the Equipment by Lessee under a Lease and for the Lease Term, title to the Equipment will vest in Lessor, except for modifications that are added to the Equipment by Lessee and that may be removed without damaging the Equipment. Lessee will not have any right, title or interest in the Equipment except as expressly set forth in the Agreement. For federal income tax purposes, and State ad valorem tax purposes and any other purpose for which Taxes are levied (other than those based on the net income of Lessor), and for purposes of the Uniform Commercial Code, Lessor and Lessee shall treat any Lease as a conditional sales agreement, and accordingly, full unencumbered title and ownership (including legal and equitable title, as well as beneficial enjoyment, possession, and use) to the Equipment shall pass to Lessee without Lessor having any further or continuing rights in such Equipment without any further act or notice on its part, upon the payment in full of all Lease Payments and other payments required under such Lease for the Lease Term by the Lessee, as they shall have come due in accordance with the applicable Schedule or as a prepayment, so long as there shall be no Event of Default in existence at such time; and further, upon payment in full of all such Lease Payments and other amounts due and payable under a Lease, Lessee shall be deemed to have exercised its option to purchase the Equipment including all additions, modifications, repairs, replacements, and substitutions to such Equipment. It is the intent of the parties hereto that any such residing, resting, settling, vesting, passing, or transferring of title and ownership to Lessee or its assignees pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title, or other instrument of conveyance, AS IS, WHERE IS, without warranty, express or implied. Lessor will, nevertheless, execute and deliver any such documents and instruments as Lessee may request to evidence passing (or residing, resting, settling, vesting, or transferring) of full and unencumbered title and ownership (including legal and equitable title, as well as beneficial enjoyment, possession, and use) to Lessee or its assignees and termination of Lessor's interest in the Equipment, and Lessor shall have no further interest in such Equipment. However, prior to the payment of all such Lease Payments and other amounts due and payable under a Lease, Lessee will immediately surrender possession of the Equipment to Lessor (subject to any express rights or grace periods set forth in this Agreement), upon any of the following events: (a) in the event of termination of a Lease by Lessee pursuant to Subsection 2.1 or Section 5 hereof; (b) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (c) in the event that the purchase option has not been exercised prior to the Lease termination date.

For liability, insurance, and to the extent title to the Equipment must be registered such as in connection with vehicles, Lessee owns the Equipment and Lessor does not own the Equipment, and by this Agreement, each Lease is intended to finance the acquisition of the Equipment for Lessee. Lessee represents, warrants, and covenants that Lessor does not operate, control, or have possession of the Equipment and has no control over Lessee or Lessee's operation, use, storage, or maintenance of the Equipment.]

3. **Section 9** of the Agreement is hereby amended by adding the following phrase to the beginning of Section 9, "To the extent permitted by law and to the extent that Lessee is deemed to hold title to all or any portion of the Equipment,".

All other aspects of the Agreement are hereby confirmed and shall remain in full force and effect.

Lessor:  
**Huntington Public Capital Corporation**

Lessee:  
**City of Manitou Springs**

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

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

Title: Vice President

Title: City Administrator

**HUNTINGTON PUBLIC CAPITAL CORPORATION**  
**MASTER LEASE AGREEMENT – ENERGY CONSERVATION MEASURES**  
**NO. 311807**  
(Tax Exempt)

Dated as of: **May 28, 2025** (the “Agreement Date”)

THIS MASTER LEASE AGREEMENT (this “Agreement”) is made by and between **Huntington Public Capital Corporation**, a Nevada corporation, and its successors or respective assigns (“Lessor”) and **City of Manitou Springs** (“Lessee”).

**Section 1. CERTAIN TERMS AND DEFINITIONS.**

As used throughout this Agreement, the following terms shall have the meanings listed herein:

- (a) “Acceptance Certificate” shall mean an acceptance certificate provided by Lessee in the form acceptable to Lessor;
- (b) “Agreement” shall mean this Master Lease Agreement No. 311807 and all Schedules hereto;
- (c) “Code” shall mean the Internal Revenue Code of 1986, as amended, and the Regulations;
- (d) “Concluding Payment” shall mean the unpaid principal balance of a Lease as of the due date of each Lease Payment as set forth on the related Schedule, assuming that Lessee has paid the Lease Payment that is due on such date;
- (e) “Counsel” shall mean an attorney duly admitted to the practice of law before the highest court of the State;
- (f) “Default Interest Rate” shall mean the lower of 18% per annum or the highest interest rate permitted by State law;
- (g) “Energy Performance Contract” means the energy performance contract by and between the Lessee and the Energy Performance Provider, identifying all or a portion of the Equipment.
- (h) “Energy Performance Provider” means the energy services contractor or provider identified in the Energy Performance Contract.
- (i) “Environmental Laws” shall mean any federal, state or local law, rule or regulation pertaining to the protection of the environment;
- (j) “Equipment” shall mean all items of property described in Schedules and subject to this Agreement, and all replacement parts, additions, and accessions to and made a part thereof, and substitutions and modifications thereto;
- (k) “Equipment Location” shall mean the location(s) specified in a Schedule;
- (l) “Escrow Account” shall mean an account established pursuant to an Escrow Agreement, if any;
- (m) “Escrow Agreement” shall mean an escrow agreement or a property acquisition agreement among Lessor, Lessee and an escrow agent or a property acquisition agent pursuant to which an account is established to pay the costs of the Equipment, if any;
- (n) “Event of Default” shall have the meaning set forth in Section 19 of this Agreement;
- (o) “Event of Loss” shall mean the determination of Lessor, in its sole discretion, that a unit of Equipment is lost, stolen or damaged beyond repair;
- (p) “Fair Market Value” shall mean the amount of money to be paid for the Equipment by a fully informed and willing buyer/user (including a lessee in possession) from a fully informed and willing seller assuming: (i) an arm's length transaction with neither party under the compulsion to buy or sell; and (ii) the Equipment is valued on a fully assembled and operational basis (including therein all necessary deinstallation, reinstallation and engineering costs) and is in the condition required by this Agreement;
- (q) “Fiscal Year” shall mean the 12-month fiscal period that commences and ends every year on the dates shown on the execution page hereof;
- (r) “Initial Fiscal Period” **and** “Initial Term” shall mean the period from the Lease Commencement Date through the duration of Lessee's then current Fiscal Year;
- (s) “Lease” shall mean with respect to each piece of Equipment, this Agreement and the Schedule and the Acceptance Certificate relating to such Equipment, which shall together constitute a separate contract relating to such Equipment, and the general terms and conditions of which shall be contained in this Agreement;
- (t) “Lease Commencement Date” shall mean the date that Lessor's commitment to make funds available to Lessee under the Lease is exchanged for Lessee's commitment to make payment under the Lease, which date shall be specified in each Schedule;
- (u) “Lease Payments” shall mean the rental payments evidenced by principal and interest portions of the payments due under the Lease as specified on the payment schedule attached to the Lease;
- (v) “Lease Term” shall have the meaning set forth in Section 2 of this Agreement;
- (w) “Liens” shall mean levies, liens, encumbrances, leases, security interests, mortgages, pledges, judgments, attachments, warrants, writs, other judicial processes and/or claims of any nature whatsoever by or of any person;

- (x) "Manufacturer" shall mean each of the manufacturers or vendors, or authorized affiliates or agents, from whom Lessee has ordered or with whom Lessee has contracted for the manufacture, delivery, and/or installation of the Equipment;
- (y) "Net Proceeds" shall mean any insurance proceeds or condemnation awards paid with respect to any Equipment remaining after payment therefrom of all expenses incurred in the collection thereof;
- (z) "Non-Appropriation Event" and "Non-Renewal Event" shall have the respective meanings set forth in Subsection 5.2 of this Agreement;
- (aa) "Opinion of Counsel" shall mean an opinion of Lessee's Counsel in a form provided by and acceptable to Lessor;
- (bb) "Performance and Payment Bond(s) and Dual Obligatee Rider(s)" means the Performance and Payment Bond or Bonds provided by the Energy Performance Provider or other responsible party and its surety to Lessee (as obligee) and to Lessor (as dual obligee) for the performance of responsibilities and/or payment of amounts due and payable, pursuant to the Energy Performance Contract.
- (cc) "Permitted Modifications" shall mean modifications which, as determined by Lessor, do not: (i) impair the originally intended function, capabilities, specifications and performance of any unit of Equipment; (ii) impair any maintenance agreements, warranties or licenses with respect to any unit of Equipment; (iii) violate any Manufacturer requirements; (iv) adversely affect the Equipment's resale value; and (v) cause any damage to any unit of Equipment upon removal;
- (dd) "Prepayment Date" and "Prepayment Premium" shall have the respective meanings set forth in Section 17 of this Agreement;
- (ee) "Regulations" shall mean the applicable proposed, temporary, or final Income Tax Regulations promulgated by the United States Department of the Treasury under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time;
- (ff) "Renewal Act" shall mean the affirmative act of Lessee whereby Lessee gives notice of its intent to renew the affected Lease for the applicable Renewal Term, provided, that, if permitted by applicable State law, the act of the governing body of Lessee whereby it appropriates funds to pay Lease Payments for a Lease that are due and payable in such succeeding Renewal Term shall be deemed such an affirmative act of Lessee;
- (gg) "Renewal Term" shall mean each twelve month period that shall correspond to Lessee's Fiscal Year and shall commence on the first day following the last day of the Initial Term or the preceding Renewal Term, as the case may be, provided, that the last scheduled Renewal Term of any Lease shall be such lesser number of months as may be necessary to extend the Lease Term of said Lease to the date that the last Lease Payment stated in the Schedule is due and payable;
- (hh) "Return Date" shall have the respective meanings set forth in Subsection 5.2 of this Agreement.
- (ii) "Schedule" shall mean a form of equipment schedule, including all exhibits thereto, provided by and acceptable to Lessor, executed by Lessor and Lessee, describing the Equipment and setting forth the Lease Payments and Concluding Payments;
- (jj) "State" shall mean the state or commonwealth in which Lessee is located; and
- (kk) "Taxes" means present and future taxes, levies, duties, assessments (special or general) or other governmental charges (federal, state and/or local) that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (i) sales, use, excise, licensing, registration, titling, gross receipts, ownership, leasing, rental, possession, stamp and personal property taxes, and (ii) interest, penalties, or fines on any of the foregoing.

## **Section 2. TERM.**

2.1 This Agreement shall be in effect from the Agreement Date set forth in the first page hereof. For each Lease, its lease term shall consist of an Initial Term and, if renewed as stated below in this Section 2.1, additional Renewal Terms (collectively, the Initial Term and all applicable Renewal Terms shall hereinafter be referred to as the "Lease Term"). Each Lease shall automatically terminate at the end of the Initial Term or Renewal Term then in effect unless prior to the end of the Initial Term or Renewal Term, a Renewal Act is taken by Lessee and upon such a Renewal Act, the succeeding Renewal Term shall commence.

2.2 The Lease Term of each Lease will terminate upon the earlier of: (a) the termination of a Lease by Lessee in accordance with Subsection 2.1, Subsection 5.2, or Section 17 hereof; (b) an Event of Default by Lessee and Lessor's or its assigns' election to terminate such Lease pursuant to terms hereunder; or (c) the payment by Lessee of all Lease Payments and all other amounts authorized or required to be paid by Lessee pursuant to such Lease.

**Section 3. LEASE PAYMENTS.** From the Lease Commencement Date, Lessee agrees to pay to Lessor or its assigns the Lease Payments, including the principal and interest portions, equal to the amounts specified in the related Schedule, and a portion of each Lease Payment is paid as and represents the payment of interest as set forth therein. Unless other stated, the interest component under each Schedule shall be computed on the basis of a 360-day year consisting of twelve 30-day months, from the Lease Commencement Date at the interest rate or rates set forth in each respective Schedule. The Lease Payments will be payable, exclusively from moneys legally available therefor, in lawful currency of the United States, without notice or demand at the designated office of Lessor (or such other place as Lessor or its assignee may from time to time designate in writing). Lease Payments will commence on the first Lease Payment date, which Lessor is authorized to designate and which is set forth in the related Schedule, and thereafter on the dates set

forth therein. **All of Lessee's obligations under this Agreement and each Lease shall constitute a current expense of Lessee for the Fiscal Year in which the obligation is due and shall not constitute an indebtedness of Lessee within the constitution and laws of the State, nor shall anything contained herein or therein constitute a pledge of any taxes, funds or other moneys (other than moneys lawfully appropriated from time to time by or for the benefit of Lessee for this Agreement and the Net Proceeds of the Equipment) or the full faith and credit of Lessee.** Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any abatement, diminution, deduction, set-off, defense, counterclaim, or recoupment for any reason whatsoever, including without limitation, any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns, or infirmities in the Equipment or any accident, condemnation, or unforeseen circumstances. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the related Lease Term and hereby covenants that it will do all things lawfully within its power, including (without limitation) the exhaustion of all administrative remedies, in order to obtain, maintain and properly request and pursue funds from which the Lease Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funds, using its bona fide best efforts to have such portion of the budget approved. It is Lessee's intent to continue each Lease hereunder for its entire Lease Term and to pay all Lease Payments relating thereto if funds are legally available therefor and in that regard Lessee represents that the use of Equipment is essential to its proper, efficient and economic operation. If a Lease Payment or any other amount due under a Lease is eleven (11) days or more late, then Lessee, at Lessor's option and without further demand or notice, will be assessed a late charge equal to 5% of said late payment, but not to exceed the maximum amount allowed by law, and Lessee shall be obligated to pay the same immediately upon receipt of Lessor's written invoice therefor; provided, that this provision shall not be applicable to the extent that the application thereof would affect the validity of this Agreement.

#### **Section 4. ACQUISITION, DELIVERY AND ACCEPTANCE.**

4.1 Lessee shall advise Lessor of its desire to lease Equipment, the Equipment cost, the Energy Performance Provider, the Manufacturer, the expected delivery date and the desired lease terms for such Equipment. By execution hereof, Lessor has made no commitment to lease any Equipment to Lessee. Nothing herein shall obligate Lessor to lease any Equipment to Lessee until Lessor has executed a Schedule relating thereto. If Lessor, in its sole discretion, determines that the proposed Equipment may be subject to a Lease hereunder, Lessor shall furnish to Lessee a proposed Schedule relating to the Equipment completed insofar as possible. Lessee shall order the Equipment from the appropriate Manufacturer or Manufacturers or have the Equipment ordered through the Energy Performance Provider; however, in no event, shall Lessee enter into any contract or issue a purchase order which references Lessor. Lessor shall have no obligation to make any payment, or reimburse Lessee for any payment, made to the Energy Performance Provider or any Manufacturer for any Equipment (or if applicable, consent to a disbursement by an escrow agent) until five (5) business days after Lessor has received all of the following in form and substance satisfactory to Lessor: (a) a Schedule executed by Lessor and Lessee; (b) an Acceptance Certificate (however, if Lessor and Lessee agree to utilize an Escrow Agreement as provided for herein, an Acceptance Certificate is not required until portions of the Equipment which are operationally complete or functionally independent are delivered and accepted, or all of the Equipment is delivered and accepted); (c) a resolution, ordinance or other official action has been taken by or on behalf of Lessee to authorize the acquisition of the Equipment on the terms provided in the Schedule and evidence thereof has been provided to Lessor; (d) evidence of insurance with respect to the Equipment in compliance with the terms of this Agreement; (e) Energy Performance Provider and/or Manufacturer invoices and/or bills of sale relating to the Equipment and if such invoices have been paid by Lessee, evidence of payment thereof and, if applicable, evidence of official intent to reimburse such payment as required by the Regulations promulgated under the Code; (f) as applicable, financing statements showing Lessee as debtor and/or the original certificate of title or Manufacturer's certificate of origin and title application, if any, of the Equipment that is subject to certificate of title laws showing Lessor as sole lienholder; (g) a completed and executed Form 8038-G or -GC or evidence of filing thereof with the United States Secretary of Treasury; (h) an Opinion of Counsel; (i) the Energy Performance Contract; (j) the Performance and Payment Bond(s) and Dual Obligatee Rider(s) satisfactory to Lessor; (k) evidence of projected energy savings and assumptions (if separate from the Energy Performance Contract); (l) services contract for measurement and verification services to be provided in conjunction with the Energy Performance Contract (if separate from the Energy Performance Contract); and (m) any other documents or items required by Lessor.

4.2 Notwithstanding the foregoing provisions regarding the acquisition of the Equipment, if, upon agreement by Lessor and Lessee as to any Equipment to be acquired and leased by Lessee under this Agreement, Lessor and Lessee enter into an Escrow Agreement, then (a) Lessor and Lessee shall immediately complete and execute a Schedule relating to the Equipment; (b) the amount deposited by Lessor into the Escrow Account shall be repaid by the Lease Payments due under the related Lease; and (c) the Lease Payments relating to the Equipment shall have an aggregate principal component equal to the amount of Lessor's deposit into the Escrow Account and shall be due and payable as provided in the related Schedule commencing upon the deposit of funds by Lessor into the Escrow Account. Lessee acknowledges and agrees that no disbursements shall be made from an Escrow Account except for portions of the Equipment which are operationally complete and functionally independent and which may be utilized by Lessee without regard to whether the balance of the Equipment is delivered and accepted.

4.3 Following Lessor's receipt of the foregoing documents, Lessee will cause the Equipment to be delivered to Lessee at the Equipment Location. Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery and acceptance of the Equipment. After delivery of the Equipment, and subject to the Equipment being operational after reasonable inspection and testing of the Equipment by Lessee, Lessee will accept the Equipment by executing and delivering to Lessor an Acceptance Certificate. Lessor hereby leases to Lessee all Equipment made subject to a Schedule and Acceptance Certificate, and Lessee hereby leases from Lessor such Equipment, upon the terms set forth in this Agreement and in the related Schedule and an Acceptance Certificate. During the Lease Term, Lessor covenants to provide Lessee with quiet use and enjoyment of the Equipment, and Lessee shall peaceably and quietly have, hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

## **Section 5. NON-RENEWAL AND NON-APPROPRIATION OF FUNDS.**

5.1 For each Lease, Lessee represents and warrants that the necessary funds have been appropriated to make the Lease Payments, and meet its other obligations, with regards to the Equipment for the duration of Lessee's Initial Fiscal Period, and that such funds have not been expended for other purposes, and that all funds appropriated for such Lease will be used for no other purpose than to pay Lease Payments and other amounts due thereunder. With regards to appropriation for Lease Payments after the Initial Fiscal Period, parties hereto acknowledge that such appropriation is a governmental function which Lessee cannot contractually commit itself in advance to perform, and this Agreement does not constitute such a commitment.

5.2 If Lessee fails to renew the Lease Term of a Lease as provided in Subsection 2.1 above, then a "Non-Renewal Event" shall be deemed to have occurred. If sufficient funds are not appropriated, budgeted, or otherwise available by any means whatsoever in any Fiscal Year subsequent to the Initial Fiscal Period for Lease Payments due under a Lease, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs or if a Non-Renewal Event occurs, then all affected Leases, and Lessee's interest in all Equipment subject to the affected Leases, shall terminate, in whole, but not in part, on the last day of the Lease Term for a Non-Renewal Event or the last day of the Fiscal Year for which appropriations were received for a Non-Appropriation Event, as the case may be (the "Return Date"). Lessee may effect such termination by providing a written notice of termination to Lessor or the affected assignee, and by paying any Lease Payments and other amounts which are due and payable hereunder and which have not been paid at or before the end of the Fiscal Year. Lessee shall endeavor to give notice of such termination not less than sixty (60) days prior to the end of the Fiscal Year for which appropriations were made, and shall notify Lessor or the affected assignee of any anticipated termination. Failure to provide said written notice of termination shall not constitute an Event of Default hereunder. Unless Lessor makes other arrangements with Lessee in writing pursuant to Subsection 5.3 hereof, within ten (10) days of the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Subsection 5.3 hereof and the affected Lease shall terminate on the Return Date without penalty to Lessee.

5.3 In the event of a termination of a Lease following a Non-Appropriation Event or a Non-Renewal Event, or any other termination of a Lease prior to the payment of all Lease Payments or the applicable Concluding Payment, on the Return Date (a) Lessor may enter upon Lessee's premises where the Equipment is kept and disable the Equipment to prevent its further use by Lessee and (b) Lessee shall promptly, but in any event within ten (10) days after such termination, at its own cost and expense: (i) perform any testing and repairs required to place the Equipment in the condition required by Section 11 hereof; (ii) if deinstallation, disassembly or crating is required, cause such tasks to be performed by the Energy Performance Provider or an authorized Manufacturer's representative or such other service person as is satisfactory to Lessor; and (iii) peaceably surrender possession of all of the Equipment and execute all documents required to transfer Lessee's interest in all of the Equipment to Lessor or its assignee without any Liens (other than Liens in favor of Lessor) on the date of such termination, packed for shipment in accordance with Manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor at the expense of Lessee. If Lessee fails to deliver all of the Equipment in the manner designated by this Subsection 5.3, then Lessor will have all legal and equitable rights and remedies to take possession of the Equipment, and charge to Lessee the costs of such repossession. With regard to a termination following a Non-Appropriation Event or a Non-Renewal Event, if Lessee has not complied with such instructions, the termination shall nevertheless be effective, but Lessee shall be responsible for the Lease Payments and other amounts payable under the affected Lease for which funds have been appropriated that would thereafter come due if the Lease had not been terminated and which are attributable to the number of days after which Lessee fails to comply with Lessor's or the related assign's instructions and for any other loss suffered by Lessor or the related assignee as a result of Lessee's failure to act as required; accordingly, Lessee agrees that the failure to promptly return the Equipment after a Non-Renewal Event or after Non-Appropriation as provided for in Section 5 hereof would be inequitable to Lessor, and as a result, Lessee agrees to pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under Subsections 5.2 and 5.3, provided that any and all such amounts are subject to appropriation by Lessee. To the extent that there is a

Non-Renewal Event and/or a Non-Appropriation and all Equipment under the affected Lease is not returned by Lessee to Lessor by the Return Date, then this Section 5.3 shall survive termination of a Lease as this Subsection is applicable to such Lease.

**Section 6. LIMITATION ON WARRANTIES.** Lessee acknowledges and agrees that the Equipment is of a size, design and capacity selected by Lessee, that Lessor is neither a Manufacturer nor a vendor of such Equipment, that Lessor is not responsible for the selection, ordering or suitability of the Equipment, the acceptance of the order submitted, or any delay or failure to manufacture, deliver, or install the Equipment by the Manufacturer, including its sales representative, that Lessee is solely responsible for the selection, use, maintenance, operation and storage of the Equipment, and that LESSEE SELECTED THE EQUIPMENT WITHOUT ASSISTANCE OF LESSOR, ITS AGENTS OR EMPLOYEES, AND LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, VALUE, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO AND LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE EQUIPMENT AND THE MAINTENANCE THEREOF. During the Lease Term, so long as no Event of Default has occurred hereunder and is continuing, Lessor has no obligation to enforce, and hereby assigns to Lessee, and irrevocably appoints Lessee its agent and attorney-in-fact to assert against the Energy Performance Provider and/or Manufacturer whatever claims and rights arising out of, its interest, if any, in all of the Energy Performance Provider's and/or Manufacturer's warranties, guarantees, and patent indemnity protections, express or implied, issued on or applicable to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessee's sole remedy for the breach of such warranties shall be against the Energy Performance Provider and/or Manufacturer (or, to the extent applicable, other party responsible for assembling, contacting, or transporting the Equipment, whether directly or indirectly), and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder.

**Section 7. FEDERAL TAX REPRESENTATIONS AND COVENANTS.** At the time of Lessee's execution and delivery of a Schedule and related Lease documents, Lessee represents, covenants, and warrants to Lessor (all such representations and warranties being continuing in nature and surviving the termination of any Lease) that: (a) Lessee will do or cause to be done all things necessary to preserve and keep this Agreement and each Lease in full force and effect; (b) Lessee is a state or political subdivision as such terms are used in Section 103 of the Code; (c) Lessee will ensure, by pursuing all legal affirmative actions or by refraining from acting, and causing its officers, employees, and agents to take all legal affirmative actions to ensure, that the interest portion of the Lease Payments is not included in the gross income of the recipient for federal income tax purposes and Lessee will take such other actions as may be necessary so that this Agreement and each Lease will not constitute obligations so that the interest on which is subject to federal income taxation as "arbitrage bonds" under Sections 103(b)(2) and 148 of the Code and the Regulations; (d) no portion of the principal or interest payment of any Lease is directly or indirectly (i) secured by any interest in property used or to be used for a private business purpose or by payments in respect of such property, or (ii) derived or to be derived from payments (whether or not to Lessee) in respect of property or borrowed money used or to be used for a private business purpose; (e) Lessee will execute all informational filings required under the Code so as to preserve the tax-exempt qualification of Lessee's obligations to Lessor and its assigns under the Lease, and in the event that Lessee's failure or refusal to execute the required information filings results in or would result in the inability to exclude from gross income for federal tax purposes the interest paid on Lessee's obligations under the Lease to Lessor or its assigns, then Lessor may demand that Lessee cure the loss by a subsequent filing and Lessee shall pay to Lessor an amount equal to the loss occasioned by Lessor's inability to exclude the interest payable under this Agreement and any Leases hereunder from gross income for Federal income tax purposes; (f) Lessor's yield with respect to each Lease is dependent upon the full amount of each interest component of each Lease Payment being excluded from Lessor's income pursuant to the Code, and accordingly, if at any time, as a result of a determination that Lessee has breached a representation or covenant contained herein or a component of any Lease Payment is, in the opinion of counsel for Lessor, subject to or affected by any income, preference, excess profits, minimum or other federal tax, Lessee shall pay, as additional interest, an amount which is necessary to provide to Lessor the same net income as Lessor would have received but for such event, which amount shall be calculated by Lessor and be binding upon Lessee in the absence of manifest error; (g) to the best of Lessee's knowledge, information and belief: (i) the Equipment has been ordered or is expected to be ordered and is expected to be delivered, and the Energy Performance Provider and/or Manufacturer, as applicable, has been fully paid on the Lease Commencement Date, and the estimated total cost of the Equipment will not be less than the total principal amount of the Lease Payments, (ii) Lessee has not created or established, and does not expect to create or establish, any sinking fund, reserve fund or other similar fund that is reasonably expected to be used to pay the Lease Payments or that may be used solely to prevent a default in the payment of the Lease Payments, and (iii) the Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in part, prior to the last maturity of the Lease Payments; and (h) Lessee

will have the sole use and possession of the Equipment, which Lessee shall use only for the purpose of performing essential governmental uses and public functions consistent with the permissible scope of Lessee's authority, and further, the Equipment shall not be used in any trade or business carried on by any person other than a governmental unit.

**Section 8. TITLE.** Upon acceptance of the Equipment by Lessee under a Lease and for the Lease Term, title to the Equipment will vest in Lessee, subject to the rights of the Lessor under this Agreement, and Lessee shall take all actions necessary to vest such title and ownership in Lessee. For federal income tax purposes, and State ad valorem tax purposes and any other purpose for which Taxes are levied (other than those based on the net income of Lessor), and for purposes of the Uniform Commercial Code, Lessor and Lessee shall treat any Lease as a conditional sales agreement, and accordingly, full unencumbered title and ownership (including legal and equitable title, as well as beneficial enjoyment, possession, and use) to the Equipment shall pass to Lessee without Lessor having any further or continuing rights in such Equipment without any further act or notice on its part, upon the payment in full of all Lease Payments and other payments required under such Lease for the Lease Term by the Lessee, as they shall have come due in accordance with the applicable Schedule, so long as there shall be no Event of Default in existence at such time; and further, upon payment in full of all such Lease Payments and other amounts due and payable under a Lease, Lessee shall be deemed to have exercised its option to purchase the Equipment including all additions, modifications, repairs, replacements, and substitutions to such Equipment. If, however, prior to the payment of all such Lease Payments and other amounts due and payable under a Lease, full unencumbered title and ownership (including legal and equitable title, as well as beneficial enjoyment, possession, and use) to the Equipment shall immediately, permanently, and unconditionally, without any action by Lessee, reside, rest, settle, vest with, and to the extent applicable, pass or transfer to Lessor, and Lessee will immediately surrender possession of the Equipment to Lessor (subject to any express rights or grace periods set forth in this Agreement), upon any of the following events: (a) in the event of termination of a Lease by Lessee pursuant to Subsection 2.1 or Section 5 hereof; (b) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (c) in the event that the purchase option has not been exercised prior to the Lease termination date. It is the intent of the parties hereto that any such residing, resting, settling, vesting, passing, or transferring of title and ownership to Lessor or its assignees pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title, or other instrument of conveyance. Lessee will, nevertheless, execute and deliver any such documents and instruments as Lessor may request to evidence such residing, resting, settling, vesting, passing, or transferring of full and unencumbered title and ownership (including legal and equitable title, as well as beneficial enjoyment, possession, and use) to Lessor or its assignees and termination of Lessee's interest in the Equipment, and Lessee shall have no further interest in such Equipment.

For liability, insurance, and to the extent title to the Equipment must be registered such as in connection with vehicles, Lessee owns the Equipment and Lessor does not own the Equipment, and by this Agreement, each Lease is intended to finance the acquisition of the Equipment for Lessee. Lessee represents, warrants, and covenants that Lessor does not operate, control, or have possession of the Equipment and has no control over Lessee or Lessee's operation, use, storage, or maintenance of the Equipment.

In the event of the occurrence of one or more of the events described in (a), (b), or (c) of the preceding paragraph of this Section and for the limited purpose of providing for the residing, resting, settling, vesting, passing, or transferring of full unencumbered title and ownership (including legal and equitable title, as well as beneficial enjoyment, possession, and use) of the Equipment to Lessor, Lessee irrevocably designates, makes, constitutes, and appoints Lessor and its assignees as Lessee's true and lawful attorney (and agent) in fact with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse the name of Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment.

**Section 9. SECURITY INTEREST.** In order to secure all of Lessee's obligations hereunder and all of the Leases, and to the extent permitted by law, Lessee hereby (a) grants to Lessor a continuing, first priority security interest in all of the Equipment and in all additions, attachments, accessions, and substitutions thereto, and in any proceeds therefrom, (b) agrees that a carbon, photographic or other reproduction of this Agreement and each Lease may be filed as a financing statement evidencing such security interest, and (c) agrees to execute and, to the extent applicable, deliver all financing statements, certificates of title, and other instruments necessary or appropriate to evidence such security interest. Lessee shall deliver or cause to be delivered to Lessor the original certificates of title relating to all vehicular Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment with appropriate lettering, labels or tags, and maintain such markings during the Lease Term, so as clearly to disclose Lessor's security interest in the Equipment. Upon termination of a Lease with respect to each Equipment through exercise of Lessee's option pursuant to Subsection 17.1 or through payment by Lessee of all Lease Payments and other amounts relating thereto, Lessor's security interests in such Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may reasonably request to evidence the termination of Lessor's security interest in such Equipment. Lessee hereby designates Lessor and its assigns as its agents and attorneys-in-fact for the purpose of filing financing statements and amendments thereto, and executing title applications and certificates of title and related documents to perfect the security interest granted by Lessee hereunder. Lessee shall not encumber or otherwise permit a Lien to be placed on or against the Equipment, except as otherwise provided under this Section. To the extent that

State law does not permit Lessee to grant a security interest in the Equipment, Lessee acknowledges its obligation to deliver the Equipment and/or its obligation to make the Equipment available to Lessor (or its assignees) in accordance with the Section 5 hereof, and hereby covenants that in providing for the return of Equipment pursuant to Section 5 hereto, there shall not be any Liens or other encumbrances attached to such Equipment, as provided for in Section 14 hereof.

**Section 10. PERSONAL PROPERTY.** The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's cost and expense, furnish a landlord or mortgagee waiver with respect to the Equipment from any party having (or claiming to have) an interest in any such real estate or building.

**Section 11. USE AND REPAIRS.** Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use, operate or maintain the Equipment improperly, carelessly or for a purpose or in a manner contrary to that contemplated by this Agreement, the Energy Performance Contract, or the Manufacturer. Lessee shall comply with all laws, ordinances, insurance policies and regulations relating to, any applicable prevailing industry standards and Manufacturer's specifications for, and will pay all cost, claims, damages, fees and charges arising out of, its possession, use or maintenance of the Equipment. Lessee shall obtain all permits and licenses necessary for the installation, operation, possession, and use of the Equipment. At Lessee's cost and expense, Lessee shall maintain the Equipment in good repair and working order, and shall promptly provide all parts, upgrades, modifications, environments and software required or recommended now and hereafter by the Manufacturer. Lessor shall have no responsibility to, and Lessee will, at its expense and expeditiously, keep the Equipment in good repair, and in a condition suitable for certification by the Manufacturer thereof (if certification is available), and furnish all parts, mechanisms and devices required therefor, which must be free and clear of all Liens (other than Liens in favor of Lessor) and of a value and utility at least equal to the parts being replaced (assuming that such replaced parts and accessories were otherwise in good working order and repair), and which shall be deemed to be incorporated immediately into and to constitute an integral portion of the Equipment and, as such, shall be subject to the terms of this Agreement. If the Equipment is such as is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement with a party satisfactory to Lessor. Lessee shall not use any item of Equipment to haul, convey, store, treat, transport or dispose of any "hazardous substances" or "hazardous waste" as such terms are defined in any the Environmental Laws. Lessee agrees that if Lessee is required to deliver any item of Equipment to Lessor or its agent, the Equipment shall be delivered free of any substances which are regulated by or form a basis for liability under any Environmental Law. Lessee shall comply with all licenses and copyright requirements of any software used in connection with the Equipment.

**Section 12. ALTERATIONS.** Without the prior written consent of Lessor, Lessee shall not make any other modifications, additions or improvements to the Equipment unless such modifications are Permitted Modifications or are required by applicable law, the Energy Performance Contract, or Manufacturer requirements. Lessee also grants Lessor a right of first refusal as to the lease of any Permitted Modifications. If requested by Lessor, Lessee shall remove all Permitted Modifications upon return of the Equipment without damage to the Equipment and so as to cause the Equipment to comply with all applicable laws and with all Manufacturer requirements then in effect. All Permitted Modifications and any other accessories attached to the Equipment not so removed upon return of the Equipment shall be deemed the sole property of Lessor.

**Section 13. LOCATION AND INSPECTION.** The Equipment will not be removed from, or if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent, which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere at all reasonable times to inspect the Equipment or observe its use and operation, and Lessor and its agents shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by Lessee to perform its obligations hereunder. **Notwithstanding its designation as Lessor, during the applicable Lease Term, equitable title to the Equipment is vested with Lessee along with beneficial enjoyment, possession, and use of the Equipment, all subject to Lessor's rights set forth in this Agreement (including, without limitation, Section 5 hereof), and Lessor is merely financing the acquisition thereof for Lessee. Lessor does not operate, control or have possession of the Equipment and has no control over Lessee or Lessee's operation, use, storage or maintenance of the Equipment.**

**Section 14. LIENS AND TAXES.** At its expense, Lessee shall keep the Equipment free and clear of all Liens except those created under this Agreement. Lessee shall reimburse Lessor for any expenses incurred by Lessor to discharge or remove any Lien. The parties hereto contemplate that the Equipment, the Leases and the Lease Payments will be exempt from all Taxes presently assessed and levied with respect thereto. In the event that any Equipment, or its ownership, leasing, rental, sale, purchase, possession or use, or any Lease, or any Lease Payments or any other payments due under any Lease is found to be subject to taxation in any form, Lessee shall pay when due, all such Taxes which may now or hereafter be imposed or assessed, provided that with respect to special

assessments or governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the Lease Term as and when the same become due. Notwithstanding this obligation, Lessee shall not be required to pay Taxes on or measured by the income of Lessor, its successors or assigns, unless such Tax is made in lieu of or as a substitute for any Tax which is an obligation of Lessee under this Section 14. If Lessee fails to pay any such Taxes when due, Lessor shall have the right, but shall not be obligated, to pay said Taxes, and should Lessor choose to exercise this right, Lessee shall reimburse Lessor in the amount of such Taxes paid by Lessor, plus interest at the Default Interest Rate.

## **Section 15. RISK OF LOSS.**

15.1 Lessee hereby assumes the entire risk of loss and damage to the Equipment from every cause whatsoever (notwithstanding the existence of any insurance on the Equipment in favor of Lessor) and no loss of or damage to any Equipment shall relieve Lessee from the obligation to make any Lease Payments or to perform any other obligation under any Lease. If any unit of Equipment is damaged, Lessee shall place such Equipment in good repair and working order to the satisfaction of Lessor. If Lessor, in its sole discretion, determines that an Event of Loss has occurred, then Lessee shall (at Lessor's option): (a) at Lessee's expense, replace the same with equipment in good repair, having substantially similar specifications, and of equal or greater value to the Equipment immediately prior to the Event of Loss, such replacement Equipment to be subject to Lessor's approval, whereupon the replacement Equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (b) on the next Lease Payment date, pay Lessor: (i) all amounts then owed by Lessee to Lessor under such Lease, including the Lease Payment due on such date; and (ii) an amount equal to the applicable Concluding Payment set forth in the related Schedule. In the event Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and Concluding Payment to be made by Lessee with respect to the Equipment which has suffered the Event of Loss. If, prior to the termination of the Lease Term, permanent or temporary use of any part of the Equipment shall be taken under the exercise of the power of eminent domain, Lessee shall cause the net proceeds of any condemnation award to be applied (at Lessor's option) toward: (A) the replacement, restoration or repair of such Equipment; or (B) satisfaction of Lessee's obligations under clause (b) of the immediately preceding sentence. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, or replacement of such Equipment, then Lessee shall complete the work and pay any costs in excess of the amount of the Net Proceeds, and Lessee shall not be entitled to any reimbursements from Lessor nor any diminution of the Lease Payments.

15.2 To the fullest extent not prohibited by State law, as between Lessor and Lessee, Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use, or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee's obligations under this Subsection 15.2 shall survive the expiration, cancellation, or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

## **Section 16. INSURANCE.**

16.1 Lessee shall maintain at all times on the Equipment, at Lessee's expense, property damage and physical damage insurance on the Equipment in such amounts, against such risk and by such insurers as shall be satisfactory to Lessor, or with Lessor's prior written consent, may be self-insured against any or all such risks. Property or physical damage insurance shall be "comprehensive" or "all risk" coverage. In no event will the insurance limits be less than the greater of the Concluding Payment of the Lease or the Fair Market Value of the Equipment at all times, and valuation of loss must be on a replacement cost basis. Proceeds of any such property damage and physical damage insurance relating to damage to or loss of any Equipment shall be payable to Lessor as loss payee and additional insured.

16.2 Lessee shall maintain at all times, at Lessee's expense, public liability insurance coverage, providing coverage for Lessor as an additional insured, and third party property damage insurance coverage, providing coverage for Lessor as a loss payee, and such other insurance coverage as Lessor shall require protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment in such amounts, against such risk and by such insurers as shall be satisfactory to Lessor. Proceeds of any such public liability or property insurance shall be payable first to claims made against Lessor as an additional insured or loss payee, as the case may be, to the extent of its liability, and then to claims made against Lessee. If required by State law, Lessee shall carry worker's compensation insurance covering all employees on, in, near or about the Equipment, or demonstrate to the satisfaction of Lessor that adequate self-insurance is provided.

16.3 Each insurance policy: (a) shall name Lessee as a named insured and Lessor or its assignee as an “additional insured” (with respect to liability coverage) and “loss payee” (with respect to property or casualty coverage) without regard to any breach of warranty or other act or omission of Lessee, (b) with respect to insurance required by Subsection 16.1 above, shall include a lender’s loss payable endorsement for the benefit of Lessor, (c) shall contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof, and (d) shall not be subject to any co-insurance clause. In addition, any such insurance shall not have a deductible amount in excess of \$5,000.00 or other policy limitation unsatisfactory to Lessor without Lessor’s express written consent, and the insurance shall be primary without a right of contribution from insurance which may be maintained by Lessor. An insurance company qualified to do business in the State with no less than a B+ Key Rating from A.M. Best shall provide such insurance. The proceeds of any such policies will be payable to Lessee and Lessor or its assignee as their interests may appear. Prior to delivery of the Equipment and each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance, or the renewal or replacement thereof. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to evidence such effort. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto. Lessee hereby irrevocably appoints Lessor as Lessee’s attorney in fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy, and to determine the application of any insurance proceeds. Within five (5) days of any damage to, or loss of, the Equipment, or any personal injury caused by the Equipment, Lessee shall give written notice to Lessor, Lessee shall make available to Lessor all information and documentation relating thereto, and Lessee shall have the duty to make all proofs of loss and take all other steps necessary to collect any amount under the above mentioned policies. In the event that Lessee fails to procure insurance as required herein, Lessor may obtain insurance at its own expense, with such amount to be reimbursed by Lessee. If Lessee fails to pay any amount when due, such amount shall accrue interest until paid at the Default Interest Rate. If the Equipment is to be subleased or used by others (subject to Lessor’s prior written approval), a special insurance endorsement may be required to permit such use.

#### **Section 17. PREPAYMENT.**

17.1 Lessee may not voluntarily prepay all or any portion of the entire principal portion and accrued interest relating to any Schedule unless: (a) Lessor has received at least ninety (90) days prior written notice of a specific prepayment date (“Prepayment Date”); (b) the prepayment is made only on a date where a Lease Payment is regularly scheduled and due on the Schedule; (c) Lessee is prepaying in whole (and not a portion of) the remaining principal balance of the Schedule plus all accrued and unpaid interest to such Prepayment Date and all other amounts then due and payable under the affected Lease; (d) no Event of Default then currently exists under this Agreement, any Schedule or other related lease documents; and (e) Lessee is paying to Lessor along with such prepayment a prepayment premium equal to a percentage of the remaining principal balance of the Schedule (“Prepayment Premium”) reflected on the Lease Schedule.

17.2 The Prepayment Premium is assessed as a liquidated damage fee and as compensation for breakage costs, the costs of making funds available to Lessee, internal costs and losses and the like and not as a penalty. Any Prepayment Premiums assessed hereunder shall be included in the obligations or indebtedness, as applicable, under the other related Lease documents. Lessee acknowledges and agrees that any involuntary prepayment under this Agreement, whether due to acceleration or otherwise, shall be subject to the applicable Prepayment Premium assessed hereunder.

17.3 Upon the payment in whole of the principal amount of, and all accrued interest due under, a Lease by Lessee, plus the satisfaction by Lessee of all of the prepayment conditions listed herein, the Lease with respect to the such Equipment shall terminate, and Lessee shall be entitled to such Equipment, “AS-IS,” “WHERE-IS,” WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that such Equipment shall not be subject to any Lien created by or arising through Lessor.

17.4 In the event that Lessor exercises its right pursuant to Section 20(a) this Agreement to declare the amount stated therein to be immediately due and payable, then, in addition to all of the other rights and remedies available to Lessor under this Agreement, Lessee shall be immediately obligated to pay to Lessor the Prepayment Premium with respect to the entire unpaid principal balance of such Lease. For purposes of computing the Prepayment Premium which is due following such a declaration, the “Prepayment Date” shall be the date of such declaration or another date selected by Lessor, in its discretion, which is after the date of such declaration.

17.5 In the event of any involuntary prepayment, other than an involuntary prepayment governed by Subsection 17.4 above, Lessee shall be obligated to pay to Lessor, simultaneously with such involuntary prepayment, (a) the interest on the amount so prepaid accrued through and including the Prepayment Date and (b) a Prepayment Premium in the amount determined pursuant to this Agreement. For purposes of computing the Prepayment Premium with respect to prepayments made pursuant to this Subsection 17.5, the Prepayment Date shall be the date on which such involuntary prepayment is actually received by Lessor. Unless Lessor otherwise agrees in writing, partial prepayments of principal under this Subsection 17.5 shall be credited to the principal portion of Lease Payments in the inverse order of maturity and shall not postpone the due dates of the Lease Payments under any Lease.

## **Section 18. ASSIGNMENT.**

18.1 Without Lessor's prior written consent, Lessee will not either (a) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement, any Lease hereunder, the Equipment or any interest herein or therein, or (b) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessee's interest herein or any Lease may not be assigned or transferred by operation of law.

18.2 Lessor may assign, without the consent of Lessee, any or all of Lessor's rights, title or interest in and to this Agreement or any Lease hereunder, the Equipment and any other documents executed with respect thereto and/or grant or assign a security interest in this Agreement, any Lease hereunder, and the Equipment, in whole or in part, and in the case where there are multiple Leases hereunder, Lessor may assign its rights thereunder to different assigns. Any such assigns (each an "Assignee") shall have all of the rights of Lessor under each Lease it owns. By accepting an assignment of a Lease, each Assignee of a Lease shall be bound by the following provisions: (a) the secured obligations described in Section 9 hereof shall include and apply only to the obligations of Lessee under the Assigned Leases (as defined below) and shall exclude the obligations of Lessee under any Non-Assigned Leases (as defined below); (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Lease or any Equipment covered by any Non-Assigned Lease; and (c) said Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 19 of this Agreement) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to a single Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases. No such assignment (except an assignment to an affiliate of Lessor or to an entity whose common stock is directly or indirectly one hundred percent (100%) owned by Lessor's parent or indirect parent (each an "Affiliate") so long as Lessor continues to bill and collect Lease Payments) shall be effective unless and until Lessee shall have received a written notice disclosing the name and address of each such Assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in this Agreement or any Lease hereunder, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect; and provided, further, to the extent that State law requires the written approval and/or authorization of Lessee in order to effectuate the issuance, sale, assignment, or transfer of fractionalized interests in a Lease (whether in whole or in part), then such written approval and/or authorization shall be obtained in accordance with State law. After the giving of notice of any such assignment to Lessee, Lessee shall thereafter make all payments in accordance with the notice to the Assignee named therein. No further action will be required by Lessor or by Lessee to evidence the assignment; however, Lessee shall, if so requested, acknowledge any such assignment in writing, but such acknowledgement shall in no way be deemed necessary to make the assignment effective. DURING THE LEASE TERM OF EACH LEASE, LESSEE SHALL KEEP A COMPLETE AND ACCURATE RECORD OF ALL SUCH ASSIGNMENTS IN FORM NECESSARY TO COMPLY WITH SECTION 149(a) OF THE CODE, AND THE REGULATIONS, PROPOSED, EXISTING, OR FROM TIME TO TIME PROMULGATED THEREUNDER; however, in the event Lessor assigns its interest in a Lease to an Affiliate, Lessor shall maintain a record of such assignment for the benefit of Lessee. Subject to the foregoing, this Agreement and any Lease hereunder inure to the benefit of and are binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

18.3 Lessee hereby assigns to Lessor any and all right, title, and interest to all payments from the Energy Performance Provider (and any surety or guarantor) and/or from Performance and Payment Bond(s) and Dual Obligatee Rider(s) under the Energy Performance Contract, whether or not such payments represent guaranteed energy savings.

**Section 19. EVENT OF DEFAULT.** The term "Event of Default" as used herein, means the occurrence of any one or more of the following events: (a) Lessee fails to make any Lease Payment or any other payment (other than by reason of Non-Appropriation Event or a Non-Renewal Event) required to be paid when due, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to insure the Equipment as required hereunder, or fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder or an Escrow Agreement (if applicable) and such failure is not cured within ten (10) days after written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Agreement or in any writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading, or erroneous

in any material respect; (d) Lessee becomes insolvent, is unable to pay its debts as they become due, fails to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental functions, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee, or of all or a substantial portion of its assets, the entry by Lessee into an agreement of composition with creditors, the approval by a court of competent jurisdiction of any adjustment of indebtedness of Lessee, or the dissolution or liquidation of Lessee, or a petition for relief is filed by or against Lessee under federal bankruptcy, insolvency or similar laws and is not dismissed within thirty (30) days thereafter, (e) any provision of this Agreement will at any time for any reason cease to be valid and binding on Lessee, or will be declared to be null and void, or the validity or enforceability thereof will be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee will deny that it has any further liability or obligation under this Agreement, (f) an order, judgment, or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval, or consent, and such order, judgment or decree will continue unstayed and in effect for any period of 30 consecutive days; or (g) an event of default under the Energy Performance Contract that is not cured within twenty (20) days thereafter.

**Section 20. REMEDIES.** Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its sole option, exercise any one or more of the following remedies: (a) with or without terminating any Lease, and upon written notice to Lessee, declare an amount equal to all amounts then currently due under any and all Leases owned by it and all remaining Lease Payments due under all or any of such Leases during the Fiscal Year in effect when the Event of Default occurs together with interest on such amounts at the Default Interest Rate from the date of Lessor's demand for such payment to be immediately due and payable, whereupon the same shall become immediately due and payable; (b) with or without terminating any Lease, and upon written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof, and/or enter upon the premises where the Equipment is located, disable the Equipment subject to all Leases owned by it to prevent further use thereof by Lessee, and take immediate possession of and remove the same; (c) sell, lease or otherwise dispose of any Equipment under all or any of the Leases, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee, provided, that if the Net Proceeds of the disposition of all the Equipment exceeds the applicable Concluding Payments of all the Schedules plus the amounts payable by Lessee under clauses (a) and (d) of this Section 20 plus any sales or transfer Taxes, then such excess amount shall be remitted by Lessor to Lessee; (d) demand payment of (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this Section 20, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning, or disposition of any Equipment; (e) exercise rights under the Performance and Payment Bond(s) and Dual Obligatee Rider(s); and (f) exercise any other right, remedy or privilege which may be available to it under applicable laws of the State or any other applicable law or proceed by appropriate court action to enforce the terms of, recover damages for the breach of, or to rescind, a Lease as to any or all of the Equipment. Lessee hereby expressly waives any damages occasioned by Lessor's repossession of the Equipment, and Lessee will remain liable for covenants and indemnities under this Agreement and any Leases hereunder. No remedy conferred upon or reserved to Lessor by this Section is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor.

**Section 21. REPRESENTATIONS, COVENANTS AND WARRANTIES.** At the time of Lessee's execution and delivery of a Schedule and related Lease documents, Lessee represents, covenants and warrants as follows, for the benefit of Lessor (all such representations and warranties being continuing in nature and surviving the termination of any Lease): (a) Lessee is an instrumentality, duly organized and existing under the constitution and laws of the State; (b) Lessee has the requisite power and authority, including authority under the constitution and laws of the State, to purchase the Equipment, to execute and deliver this Agreement and each Lease, to enter into the transactions contemplated hereby and thereby, and to perform its obligations under this Agreement and each Lease; (c) this Agreement, each Lease and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, such action approving this Agreement and each Lease and authorizing their execution has not been altered or rescinded, the legislative authorization approving the execution of this Agreement and each Lease continues to be in full force and effect at the time of authorization; (d) all requirements have been met and procedures have occurred to ensure the enforceability of this Agreement and each Lease against Lessee (including, without limitation, the execution of this Agreement and each Lease by authorized officials), and this Agreement and each Lease are valid and binding obligations of Lessee enforceable in accordance with their terms; (e) neither Lessee nor any person acting on its behalf has directly or indirectly offered, sold, solicited any offers to buy, or otherwise approached or negotiated with any person regarding the offer, sale or other disposition of any interest in the Equipment, or any indebtedness secured by the Equipment, so as to require registration in accordance with the

provisions of Federal or state securities laws, and neither Lessee nor any person acting on its behalf will take any such action in the future; (f) there is no proceeding pending or threatened in any court or before an governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by this Agreement or any Lease hereunder, the security interest of Lessor or its assigns, as the case may be, in the Equipment, or the exclusion of interest from gross income for federal tax purposes under the Code; (g) this Agreement and each Lease are in accordance with and do not violate the usury laws of the State; (h) no event or condition that constitutes, or with the giving of notice or the lapse of time would constitute, an Event of Default exists at this time; (i) all insurance required in accordance with this Agreement is currently maintained by Lessee; (j) Lessee owns [or leases], and will continue to maintain, the real estate and facilities where the Equipment will be located free and clear of any Liens during the Lease Term; (k) projected energy savings under the Energy Performance Contract are expected to at least equal to the Lease Payments; and (l) this Agreement and each Lease, are based on facts and circumstances in existence as of the effective date of each.

**Section 22. NOTICES.** All notices, certificates, or other communications to be given under this Agreement shall be made in writing and mailed by certified mail, return receipt requested, and postage fully prepaid, to the other party at its address set forth herein or at such address as the party may provided in writing from time to time, and shall be sufficiently given and shall be deemed given when delivered in the manner designated herein.

**Section 23. SECTION HEADINGS.** All section headings contained herein are for the convenience of reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Agreement.

**Section 24. GOVERNING LAW.** This Agreement and each Lease shall be construed in accordance with, and governed by the laws the State.

**Section 25. DELIVERY OF RELATED DOCUMENTS.** Lessor and Lessee will execute or provide, as requested by either party, such other documents and information as are reasonably necessary with respect to the transactions contemplated by this Agreement or any Lease. Lessee will furnish Lessor (a) annual financial statements of Lessee within thirty (30) days after such annual financial statements are released by Lessee, and (b) at the request of Lessor from time to time, such other financial information about Lessee as may be then publicly available.

**Section 26. ENTIRE AGREEMENT, WAIVER AND COUNTERPARTS.** This Agreement and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties hereto with respect to the lease of the Equipment, supersede all prior and contemporaneous writings, understandings, agreements, solicitation documents and representations, express or implied, and shall be modified, amended, altered, or changed only by written documents duly authorized, executed and delivered by Lessor and Lessee. Any provision of this Agreement or any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating any other provision hereof. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument, provided that only the original of this Agreement and each Schedule and Acceptance Certificate marked "Original - Chattel Paper" on the execution page thereof shall constitute chattel paper under the Uniform Commercial Code.

**Section 27. USURY.** It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary, in no event shall this Agreement or any Lease hereunder require the payment or permit the collection of any amount in the nature of interest or fees in excess of the maximum amount permitted by applicable law. Any such excess shall first be applied to reduce the principal portion of the Lease Payments, and when no principal portion of the Lease Payments remains, refunded to Lessee. In determining whether the interest paid or payable exceeds the highest lawful rate, the total amount of interest shall be spread through the Lease Term so that the interest is uniform through such term.

**Section 28. LESSEE'S PERFORMANCE.** Time is of the essence, and Lessor's failure at any time to require strict performance by Lessee of any of Lessee's obligations shall not waive or diminish Lessor's rights thereafter to demand strict compliance by Lessee.

**Section 29. THIRD PARTY BENEFICIARIES.** Nothing herein shall be construed or interpreted to give any person other than Lessee and Lessor any legal or equitable right, remedy or claim under or in respect of this Agreement or any Lease, and Lessor and Lessee agree that neither the Energy Performance Provider nor Manufacturer is a third party beneficiary of this Agreement, and there are no third party beneficiaries of this Agreement.

**Section 30. APPROPRIATION NECESSARY FOR PECUNIARY OBLIGATIONS.** If and to the extent that any provision of a Lease imposes any pecuniary obligation on Lessee, other than the obligation to pay Lease Payments due during the current fiscal year

from money duly appropriated for that purpose and certified as available or in the process of collection by Lessee's fiscal officer, that pecuniary obligation is subject to the appropriation of sufficient funds for that purpose by Lessee's governing body and the certification by Lessee's fiscal officer that those funds are available or in the process of collection.

**Section 31. OFAC PATRIOT ACT NOTICE.** Lessee shall (a) ensure that no person who owns a controlling interest in or otherwise controls Lessee is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, that prohibits or limits Lessor from making any advance or extension of credit to Lessee or from otherwise conducting business with Lessee and (b) ensure that the proceeds resulting from any Lease shall not be used to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto. Further, Lessee shall comply with all applicable Bank Secrecy Act ("BSA") laws and regulations, as amended. Lessor hereby notifies Lessee that pursuant to the requirements of the Patriot Act it, or its agent, is required to obtain, verify and record information that identifies Lessee, which information includes the name and address of Lessee and other information that will allow Lessor to identify Lessee in accordance with the Patriot Act. Lessee hereby agrees that it shall promptly provide such information upon request by the Lessor.

**Section 32. NO ADVISORY OR FIDUCIARY RELATIONSHIP.** In connection with all aspects of the transaction contemplated hereby (including in connection with any amendment, waiver, or other modification hereof), Lessee acknowledges and agrees, that: (a) (i) the services regarding this Agreement provided by Lessor and any affiliate thereof are arm's-length commercial transactions between Lessee, on the one hand, and Lessor and its affiliates, on the other hand, (ii) Lessee has consulted its own legal, accounting, regulatory, and tax advisors to the extent it has deemed appropriate, and (iii) Lessee is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other related documents, including any Escrow Agreement; (b) (i) Lessor and its affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for Lessee, or any other person and (ii) neither Lessor nor any of its affiliates has any obligation to Lessee with respect to the transactions contemplated hereby except those obligations expressly set forth herein; and (c) Lessor and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of Lessee, and neither Lessor nor any of its affiliates has any obligation to disclose any of such interests to Lessee. To the fullest extent permitted by law, Lessee hereby waives and releases any claims that it may have against Lessor or any of its affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby.

**Section 33. ELECTRONIC TRANSACTIONS.** The parties to this Agreement agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

**Section 34. FURTHER ASSURANCES.** The parties hereto further covenant and agree to do, execute and deliver, or cause to be done, executed and delivered, and covenant and agree to use their best efforts to cause their successors and assigns to do, execute, and deliver, or cause to be done, executed, and delivered, all such further acts, transfers and assurances, in order to provide for the implementation of the intention of the parties under this Agreement, as the parties and their successors and assigns reasonably shall request.

**Section 35. WAIVER OF RIGHT TO TRIAL BY JURY.** LESSEE HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF LESSEE OR LESSOR WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

[The next page is the signature page of this Master Lease Agreement.]

Fiscal Year Commencement Date: January 1<sup>st</sup>

Fiscal Year End Date: December 31<sup>st</sup>

**IN WITNESS WHEREOF**, Lessor has caused this Agreement to be executed in its corporate name by its duly authorized officer, and Lessee has caused this Agreement to be executed in its name by its duly authorized officer.

LESSOR:

**HUNTINGTON PUBLIC CAPITAL CORPORATION**

LESSEE:

**CITY OF MANITOU SPRINGS**

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

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

Title: Vice President

Title: City Administrator

Date Signed: **May 28, 2025**

Date Signed: **May 28, 2025**

Mailing Address:

**HUNTINGTON PUBLIC CAPITAL CORPORATION**

c/o The Huntington National Bank

11100 Wayzata Blvd., Ste 700

Minnetonka, MN 55305

Mailing Address:

**CITY OF MANITOU SPRINGS**

606 Manitou Avenue

Manitou Springs, CO 80829

**RESOLUTION AND DECLARATION OF OFFICIAL INTENT**  
(For "BQ" Transactions)

Lessee: **City of Manitou Springs ("Lessee")**

Maximum Principal Amount Expected To Be Financed: **\$3,978,097.00**

WHEREAS, the Lessee is a political subdivision of the state of **Colorado** (the "**State**") and is duly organized and existing pursuant to the constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("**Governing Body**") is authorized to purchase, lease, acquire, and to encumber, real and personal property, including, without limitation, rights and interests in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more lease-purchase agreements including any and all exhibits thereto ("**Property Leases**") in the principal amount not exceeding the amount stated above ("**Principal Amount**") for the purpose of acquiring the property generally described below ("**Property**") and to be described more specifically in the Property Leases is appropriate and necessary to the functions and operations of the Lessee.

**Brief Description of Property:**

- LED Lighting Retrofits
- Water Meter Replacements
- HVAC Installation
- Window Replacements

Together with all attachments, tooling, accessories, appurtenances, and additions thereto.

WHEREAS, **Huntington Public Capital Corporation** or an affiliate or related entity ("**Lessor**") is expected to act as the lessor under the Property Leases.

WHEREAS, the Lessee may pay certain capital expenditures in connection with the Property prior to its receipt of proceeds of the Property Leases ("**Lease Purchase Proceeds**") for such expenditures and such expenditures are not expected to exceed the Principal Amount.

WHEREAS, the U.S. Treasury Department regulations do not allow the proceeds of a tax-exempt borrowing to be spent on working capital and the Lessee shall hereby declare its official intent to be reimbursed for any capital expenditures for Property from the Lease Purchase Proceeds.

NOW, THEREFORE, Be It Resolved by the Governing Body of the Lessee:

**Section 1.** Any one of the Authorized Representatives identified below (each an "**Authorized Representative**") acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver one or more Property Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Property Leases (including, but not limited to, escrow agreements) as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Property Leases are hereby authorized.

**Authorized Representatives of Lessee:**

City Administrator

Mayor

**Section 2.** By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Property Leases on behalf of the Lessee.

**Section 3.** The aggregate original principal amount of the Property Leases shall not exceed the Principal Amount and shall bear interest as set forth in the Property Leases and the Property Leases shall contain such options to purchase or prepay by the Lessee as set forth therein.

**Section 4.** The Lessee's obligations under the Property Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Property Lease and the Lessee's obligations under the Property Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State. In addition, the funds necessary to meet the principal and/or interest payments under the Property Leases for the current fiscal year are hereby appropriated.

**Section 5.** The Governing Body of Lessee anticipates that the Lessee may pay certain capital expenditures in connection with the Property prior to the receipt of the Lease Purchase Proceeds for the Property. The Governing Body of Lessee hereby declares the Lessee's official intent to use the Lease Purchase Proceeds to reimburse itself for Property expenditures. This section of the Resolution is adopted by the Governing Body of Lessee for the purpose of establishing compliance with the requirements of Section 1.150-2 of Treasury Regulations. This section of the Resolution does not bind the Lessee to make any expenditure, incur any indebtedness, or proceed with the purchase of the Property.

**Section 6.** As to each Property Lease, the Lessee reasonably anticipates that it and entities controlled by it will not issue more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the calendar year in which each such Property Lease is issued and hereby designates each Property Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

**Section 7.** This Resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on this **May 28, 2025**

**CERTIFICATION**

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

\_\_\_\_\_  
Signature of **Secretary/Clerk** of Lessee:

Print Name: \_\_\_\_\_

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

Dated: May 28, 2025

**EQUIPMENT SCHEDULE NO. 001  
BETWEEN CITY OF MANITOU SPRINGS, AS LESSEE  
AND HUNTINGTON PUBLIC CAPITAL CORPORATION, AS LESSOR**

Dated as of: **May 28, 2025**

Lessor and Lessee hereby acknowledge that the Items of Equipment described in this Schedule have been delivered to, and are now in the possession of, and have been unconditionally accepted by Lessee for all purposes of the Master Lease Agreement No. **311807** dated **June 2, 2025** (the "Agreement") and that the following is a description of said items, the cost thereof, deferred interest to, termination date, the expiration date of the Lease Term with respect thereto, the Lease Payments therefor and the location thereof.

1. Equipment Description: **See Exhibit A**
2. Amount Financed and Lease Payments: Lessee shall pay Lessor the Lease Payments on the dates and in the amounts set forth in the Payment Schedule on the **Exhibit B** (the "Lease Payments")
3. Lease Commencement Date: **May 28, 2025** (Office Use Only)
4. Lease Termination Date: **August 1, 2045**
5. Equipment Location: **606 Manitou Avenue  
Manitou Springs, CO 80829**
6. Legal Name of Lessee: **City of Manitou Springs**
7. The Agreement is incorporated into this Equipment Schedule by reference and made a part hereof.
8. Other Provisions: **Not Applicable**
9. Lessee acknowledges that (i) this Schedule is designated as a qualified tax-exempt obligation for purposes of Section 265(b)(3) of the Code, (ii) including this Schedule, Lessee has not designated more than \$10,000,000 of obligations issued during the calendar year in which the Lease Commencement Date occurs as qualified tax obligations, and (iii) Lessee reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee or by an entity controlled by Lessee or by another entity the proceeds of which are loaned to or allocated to Lessee for purposes of section 265(b) of the Code during the calendar year in which the Lease Commencement Date occurs will not exceed \$10,000,000.

[The next page is the signature page of this Equipment Schedule.]

ACCEPTED AND APPROVED as of the date stated above as a Schedule to and made a part of the Master Lease Agreement.

Lessor:

**HUNTINGTON PUBLIC CAPITAL CORPORATION**

Lessee:

**CITY OF MANITOU SPRINGS**

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

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

Title: Vice President

Title: City Administrator

**EXHIBIT A TO  
EQUIPMENT SCHEDULE NO. 001 BETWEEN  
CITY OF MANITOU SPRINGS, AS LESSEE  
AND HUNTINGTON PUBLIC CAPITAL CORPORATION, AS LESSOR**

**DESCRIPTION OF EQUIPMENT:**

- LED Lighting Retrofits
- Water Meter Replacements
- HVAC Installation
- Window Replacements

Together with all attachments, tooling, accessories, appurtenances, and additions thereto.

**EXHIBIT B TO  
EQUIPMENT SCHEDULE NO. 001 BETWEEN  
CITY OF MANITOU SPRINGS, AS LESSEE  
AND HUNTINGTON PUBLIC CAPITAL CORPORATION, AS LESSOR**

**PAYMENT SCHEDULE**

Lessee's Fiscal Period: January 1<sup>st</sup> to December 31<sup>st</sup>

The following Lease Payments are computed on the basis of interest at the rate of **4.2000%** per semi-annum with interest computed on the basis of a 360-day year and twelve 30-day months:

| Period  | Date      | Days | Interest Rate | Savings for TELP Payment | Project Cashflow | Total Payment   | Interest Portion | Principal Portion | Outstanding Balance | Prepayment Premium | Total Prepayment |
|---------|-----------|------|---------------|--------------------------|------------------|-----------------|------------------|-------------------|---------------------|--------------------|------------------|
| Funding | 5/28/2025 |      |               | \$ -                     | \$ -             | \$ -            | \$ -             | \$ -              | \$ 3,978,097.00     | \$ -               | \$ -             |
| 1       | 2/1/2026  | 243  | 4.20%         | \$ 132,637.00            | \$ 323.68        | \$ 132,313.32   | \$ 112,779.05    | \$ 19,534.27      | \$ 3,958,562.73     | \$ 79,171.25       | \$ 4,170,047.30  |
| 2       | 8/1/2026  | 180  | 4.20%         | \$ 132,637.00            | \$ 4,970.52      | \$ 127,666.48   | \$ 83,129.82     | \$ 44,536.66      | \$ 3,914,026.07     | \$ 78,280.52       | \$ 4,119,973.07  |
| 3       | 2/1/2027  | 180  | 4.20%         | \$ 136,675.20            | \$ 5,469.86      | \$ 131,205.34   | \$ 82,194.55     | \$ 49,010.79      | \$ 3,865,015.28     | \$ 77,300.31       | \$ 4,073,520.93  |
| 4       | 8/1/2027  | 180  | 4.20%         | \$ 136,675.20            | \$ 5,573.19      | \$ 131,102.01   | \$ 81,165.32     | \$ 49,936.69      | \$ 3,815,078.59     | \$ 76,301.57       | \$ 4,022,482.17  |
| 5       | 2/1/2028  | 180  | 4.20%         | \$ 140,918.76            | \$ 6,104.53      | \$ 134,814.23   | \$ 80,116.65     | \$ 54,697.58      | \$ 3,760,381.01     | \$ 75,207.62       | \$ 3,970,402.86  |
| 6       | 8/1/2028  | 180  | 4.20%         | \$ 140,918.76            | \$ 6,219.86      | \$ 134,698.90   | \$ 78,968.00     | \$ 55,730.90      | \$ 3,704,650.11     | \$ 74,093.00       | \$ 3,913,442.01  |
| 7       | 2/1/2029  | 180  | 4.20%         | \$ 145,377.17            | \$ 6,784.98      | \$ 138,592.19   | \$ 77,797.65     | \$ 60,794.54      | \$ 3,643,855.57     | \$ 72,877.11       | \$ 3,855,324.87  |
| 8       | 8/1/2029  | 180  | 4.20%         | \$ 145,377.17            | \$ 6,913.16      | \$ 138,464.01   | \$ 76,520.97     | \$ 61,943.04      | \$ 3,581,912.53     | \$ 71,638.25       | \$ 3,792,014.79  |
| 9       | 2/1/2030  | 180  | 4.20%         | \$ 150,062.46            | \$ 7,514.17      | \$ 142,548.29   | \$ 75,220.16     | \$ 67,328.13      | \$ 3,514,584.40     | \$ 70,291.69       | \$ 3,727,424.38  |
| 10      | 8/1/2030  | 180  | 4.20%         | \$ 150,062.46            | \$ 7,656.12      | \$ 142,406.34   | \$ 73,806.27     | \$ 68,600.07      | \$ 3,445,984.33     | \$ 68,919.69       | \$ 3,657,310.36  |
| 11      | 2/1/2031  | 180  | 4.20%         | \$ 154,985.18            | \$ 8,295.00      | \$ 146,690.18   | \$ 72,365.67     | \$ 74,324.51      | \$ 3,371,659.82     | \$ 67,433.20       | \$ 3,585,783.20  |
| 12      | 8/1/2031  | 180  | 4.20%         | \$ 154,985.18            | \$ 8,451.70      | \$ 146,533.48   | \$ 70,804.86     | \$ 75,728.62      | \$ 3,295,931.20     | \$ 65,918.62       | \$ 3,508,383.30  |
| 13      | 2/1/2032  | 180  | 4.20%         | \$ 160,157.49            | \$ 9,130.67      | \$ 151,026.82   | \$ 69,214.56     | \$ 81,812.26      | \$ 3,214,118.94     | \$ 64,282.38       | \$ 3,429,428.14  |
| 14      | 8/1/2032  | 180  | 4.20%         | \$ 160,157.49            | \$ 9,303.16      | \$ 150,854.33   | \$ 67,496.50     | \$ 83,357.83      | \$ 3,130,761.11     | \$ 62,615.22       | \$ 3,344,230.66  |
| 15      | 2/1/2033  | 180  | 4.20%         | \$ 165,592.14            | \$ 10,024.56     | \$ 155,567.58   | \$ 65,745.98     | \$ 89,821.60      | \$ 3,040,939.51     | \$ 60,818.79       | \$ 3,257,325.88  |
| 16      | 8/1/2033  | 180  | 4.20%         | \$ 165,592.14            | \$ 10,213.94     | \$ 155,378.20   | \$ 63,859.73     | \$ 91,518.47      | \$ 2,949,421.04     | \$ 58,988.42       | \$ 3,163,787.66  |
| 17      | 2/1/2034  | 180  | 4.20%         | \$ 171,302.52            | \$ 10,980.21     | \$ 160,322.31   | \$ 61,937.84     | \$ 98,384.47      | \$ 2,851,036.57     | \$ 57,020.73       | \$ 3,068,379.61  |
| 18      | 8/1/2034  | 180  | 4.20%         | \$ 171,302.52            | \$ 11,187.65     | \$ 160,114.87   | \$ 59,871.77     | \$ 100,243.10     | \$ 2,750,793.47     | \$ 55,015.87       | \$ 2,965,924.21  |
| 19      | 2/1/2035  | 180  | 4.20%         | \$ 177,277.20            | \$ 11,998.86     | \$ 165,278.34   | \$ 57,766.66     | \$ 107,511.68     | \$ 2,643,281.79     | \$ 52,865.64       | \$ 2,861,425.77  |
| 20      | 8/1/2035  | 180  | 4.20%         | \$ 177,277.20            | \$ 12,225.54     | \$ 165,051.66   | \$ 55,508.92     | \$ 109,542.74     | \$ 2,533,739.05     | \$ 50,674.78       | \$ 2,749,465.49  |
| 21      | 2/1/2036  | 180  | 4.20%         | \$ 165,703.43            | \$ 11,294.49     | \$ 154,408.94   | \$ 53,208.52     | \$ 101,200.42     | \$ 2,432,538.63     | \$ 48,650.77       | \$ 2,635,598.34  |
| 22      | 8/1/2036  | 180  | 4.20%         | \$ 165,703.43            | \$ 11,507.86     | \$ 154,195.57   | \$ 51,083.31     | \$ 103,112.26     | \$ 2,329,426.37     | \$ 46,588.53       | \$ 2,530,210.47  |
| 23      | 2/1/2037  | 180  | 4.20%         | \$ 171,789.73            | \$ 12,336.33     | \$ 159,453.40   | \$ 48,917.95     | \$ 110,535.45     | \$ 2,218,890.92     | \$ 44,377.82       | \$ 2,422,722.14  |
| 24      | 8/1/2037  | 180  | 4.20%         | \$ 171,789.73            | \$ 12,569.38     | \$ 159,220.35   | \$ 46,596.71     | \$ 112,623.64     | \$ 2,106,267.28     | \$ 42,125.35       | \$ 2,307,612.98  |
| 25      | 2/1/2038  | 180  | 4.20%         | \$ 178,194.86            | \$ 13,449.91     | \$ 164,744.95   | \$ 44,231.61     | \$ 120,513.34     | \$ 1,985,753.94     | \$ 39,715.08       | \$ 2,190,213.97  |
| 26      | 8/1/2038  | 180  | 4.20%         | \$ 178,194.86            | \$ 13,704.00     | \$ 164,490.86   | \$ 41,700.83     | \$ 122,790.03     | \$ 1,862,963.91     | \$ 37,259.28       | \$ 2,064,714.05  |
| 27      | 2/1/2039  | 180  | 4.20%         | \$ 184,935.93            | \$ 14,639.69     | \$ 170,296.24   | \$ 39,122.24     | \$ 131,174.00     | \$ 1,731,789.91     | \$ 34,635.80       | \$ 1,936,721.95  |
| 28      | 8/1/2039  | 180  | 4.20%         | \$ 184,935.93            | \$ 14,916.26     | \$ 170,019.67   | \$ 36,367.59     | \$ 133,652.08     | \$ 1,598,137.83     | \$ 31,962.76       | \$ 1,800,120.26  |
| 29      | 2/1/2040  | 180  | 4.20%         | \$ 192,029.88            | \$ 15,910.29     | \$ 176,119.59   | \$ 33,560.89     | \$ 142,558.70     | \$ 1,455,579.13     | \$ -               | \$ 1,631,698.72  |
| 30      | 8/1/2040  | 180  | 4.20%         | \$ 192,029.88            | \$ 16,210.86     | \$ 175,819.02   | \$ 30,567.16     | \$ 145,251.86     | \$ 1,310,327.27     | \$ -               | \$ 1,486,146.29  |
| 31      | 2/1/2041  | 180  | 4.20%         | \$ 145,501.05            | \$ 11,845.61     | \$ 133,655.44   | \$ 27,516.87     | \$ 106,138.57     | \$ 1,204,188.70     | \$ -               | \$ 1,337,844.14  |
| 32      | 8/1/2041  | 180  | 4.20%         | \$ 145,501.05            | \$ 12,069.40     | \$ 133,431.65   | \$ 25,287.96     | \$ 108,143.69     | \$ 1,096,045.01     | \$ -               | \$ 1,229,476.66  |
| 33      | 2/1/2042  | 180  | 4.20%         | \$ 153,356.72            | \$ 13,086.11     | \$ 140,270.61   | \$ 23,016.95     | \$ 117,253.66     | \$ 978,791.35       | \$ -               | \$ 1,119,061.96  |
| 34      | 8/1/2042  | 180  | 4.20%         | \$ 153,356.72            | \$ 13,333.33     | \$ 140,023.39   | \$ 20,554.62     | \$ 119,468.77     | \$ 859,322.58       | \$ -               | \$ 999,345.97    |
| 35      | 2/1/2043  | 180  | 4.20%         | \$ 161,622.19            | \$ 14,415.08     | \$ 147,207.11   | \$ 18,045.77     | \$ 129,161.34     | \$ 730,161.24       | \$ -               | \$ 877,368.35    |
| 36      | 8/1/2043  | 180  | 4.20%         | \$ 161,622.19            | \$ 14,687.40     | \$ 146,934.79   | \$ 15,333.39     | \$ 131,601.40     | \$ 598,559.84       | \$ -               | \$ 745,494.63    |
| 37      | 2/1/2044  | 180  | 4.20%         | \$ 170,318.74            | \$ 15,837.99     | \$ 154,480.75   | \$ 12,569.76     | \$ 141,910.99     | \$ 456,648.85       | \$ -               | \$ 611,129.60    |
| 38      | 8/1/2044  | 180  | 4.20%         | \$ 170,318.74            | \$ 16,137.20     | \$ 154,181.54   | \$ 9,589.63      | \$ 144,591.91     | \$ 312,056.94       | \$ -               | \$ 466,238.48    |
| 39      | 2/1/2045  | 180  | 4.20%         | \$ 179,468.81            | \$ 17,360.73     | \$ 162,108.08   | \$ 6,553.20      | \$ 155,554.88     | \$ 156,502.06       | \$ -               | \$ 318,610.14    |
| 40      | 8/1/2045  | 180  | 4.20%         | \$ 179,468.81            | \$ 19,680.21     | \$ 159,788.60   | \$ 3,286.54      | \$ 156,502.06     | \$ -                | \$ -               | \$ 159,788.60    |
| Totals: |           |      |               | \$ 6,475,812.90          | \$ 444,333.47    | \$ 6,031,479.43 | \$ 2,053,382.43  | \$ 3,978,097.00   | \$ -                | \$ -               | \$ -             |

Internal Use

**CERTIFICATE OF AUTHORIZATION**

Dated: **May 28, 2025**

Lessee: **City of Manitou Springs**

Lessor: **Huntington Public Capital Corporation**

Reference is made to the following documents (collectively, the "Lease"): the Equipment Schedule No. **001** dated as of **May 28, 2025** together with its Master Lease Agreement No. **311807** dated as of **May 28, 2025** and all documents related to said Lease by and between the above-named Lessee and the above-named Lessor.

I hereby certify to Lessor that I am the officer of Lessee with the title indicated beneath my signature below, and as such, I am authorized to execute and deliver this Certificate on behalf of Lessee in connection with the Lease between Lessor and Lessee.

I further certify: (a) that I have examined the representations and warranties made by Lessee in the Lease; and (b) that such representations and warranties remain true and correct as if made on and as of the date of this Certificate.

I further certify: (1) that attached hereto as **Exhibit A** is a copy of the resolutions or ordinances adopted by the governing body of Lessee or the minutes of an official meeting of the governing body of Lessee regarding the matters set forth in said minutes; (2) that the transactions contemplated by the Lease have been duly authorized by the governing body of Lessee pursuant to the resolutions, ordinances or actions set forth in said **Exhibit A**; and (3) the resolutions or ordinances which were adopted by, or the actions taken by, the governing body of Lessee as set forth in **Exhibit A** are in full force and effect on the date of this Certificate and have not been modified or rescinded.

The undersigned **Secretary/Clerk** of Lessee hereby certifies and attests that the undersigned has access to the official records of the governing body of Lessee and that the undersigned is authorized to execute and deliver this Certificate.

\_\_\_\_\_  
Signature of **Secretary/Clerk** of Lessee

Print Name: \_\_\_\_\_

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

Dated: May 28, 2025

***Attachment: Exhibit A, true and complete copy of the original authorizing resolution/ordinance/minutes***

## CERTIFICATE OF FISCAL OFFICER

The undersigned, Fiscal Officer of **City of Manitou Springs** (“Lessee”) hereby certifies that the moneys required to meet the obligations of Lessee during the current fiscal year, as provided for in the Master Lease Agreement No. **311807**, dated **May 28, 2025**, by and between Lessee and **Huntington Public Capital Corporation** (“Lessor”), and the accompanying Equipment Schedule No. **001**, dated **May 28, 2025**, have been lawfully appropriated by the governing body of Lessee for such purposes and are in the treasury of Lessee or in the process of collection to the credit of an appropriate fund, free from any appropriation for any other purpose and from any previous encumbrances.

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Fiscal Officer

Dated: May 28, 2025

## ESCROW AGREEMENT

This Escrow Agreement (the "**Escrow Agreement**") dated as of **May 28, 2025** and entered into among the following parties:

"**Lessor**" means: **Huntington Public Capital Corporation**, a Nevada corporation

"**Lessee**" means: **City of Manitou Springs**, a body corporate and politic existing under the laws of **Colorado**

"**Escrow Agent**" means: **The Huntington National Bank**, a national banking association

WITNESSETH:

1. This Escrow Agreement relates to and is hereby made a part of the Equipment Schedule No. **001** dated on or about the date hereof which incorporates the terms and conditions of Master Lease Agreement No. **311807** dated as of **May 28, 2025** (collectively, the "**Lease**"), between Lessor and Lessee.

2. Except as otherwise defined herein, all terms defined in the Lease shall have the same meaning for the purposes of this Escrow Agreement as in the Lease. "**Funding Expiration Date**" shall mean the date which is **eighteen (18) months** after the date of this Escrow Agreement.

3. Lessor, Lessee and Escrow Agent agree that Escrow Agent will act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement.

4. There is hereby established in the custody of Escrow Agent a special trust fund with an account number to be designated by the Escrow Agent (the "**Acquisition Fund**") which shall be held and administered by the Escrow Agent in trust in accordance with this Escrow Agreement. The money and investments held by Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of Lessee and Lessor.

5. Lessor shall deposit **\$3,978,097.00** in the Acquisition Fund. Monies held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent at the written direction of Lessee in Qualified Investments (as defined below) and shall reinvest the proceeds pursuant to such written direction in such Qualified Investments maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed and in any event not later than the Funding Expiration Date. In the absence of such written direction, the Escrow Agent shall invest the Acquisition Fund in the Reich & Tang Demand Deposit Marketplace (Cusip # 758989800) until such time as a representative of Lessee shall instruct the Escrow Agent in writing to have the Escrow Funds deposited in another Qualified Investment (as defined below). With respect to any funds received by the Escrow Agent after one o'clock, a.m., Columbus, Ohio, time, the Escrow Agent shall not be required to invest such funds or to execute any investment instruction until the next day upon which banks in Columbus, Ohio are open for business. The investments made hereunder shall be held by the Escrow Agent in the Acquisition Fund and any income earned on such investments shall be deposited in the Acquisition Fund. The Escrow Agent may make or dispose of any and all such investments through its own investment department or that of its affiliates or subsidiaries and may charge its ordinary and customary fees for such trades. The Escrow Agent shall liquidate any investments held in order to make required disbursements under this Escrow Agreement. Additional information on Qualified Investments and/or the prospectus for such investment, if applicable, is available upon written request or by contacting Escrow Agent. The Escrow Agent shall have no responsibility or liability for any loss, cost or penalty which may result from any investment or sale of investment made pursuant to this Escrow Agreement.

6. "**Qualified Investments**", to the extent permitted by law, means: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of the principle of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America; (iv) certificates of deposit, time deposits, trust deposits, trust accounts, other deposit products or demand deposits with any bank or savings institution, including the Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits, trust deposits, trust accounts, other deposit products or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in clauses (i), (ii) , or (iii) above; or (v) repurchase agreements with any state or national bank or trust company, including the Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in clauses (i), (ii) or (iii) above; provided that such collateral is free and clear of claims of third parties, that the Escrow Agent or a third party acting solely as agent for the Escrow Agent has possession of such collateral and a perfected first priority security interest in such collateral. Any money market fund (including any money market fund sponsored by the Escrow Agent or any affiliate thereof, or for which the Escrow Agent or any affiliate serves as investment manager, administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding the fact that (i) the Escrow Agent or an affiliate of the Escrow Agent receives fees from such fund for services rendered (as further described in section 15 hereof), (ii) the Escrow Agent charges and collects fees rendered pursuant to the Lease, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to the Lease may at times duplicate those provided to such funds by the Escrow Agent or its

affiliates), which fund is invested solely in obligations described in clauses (i), (ii) or (iii) above. If any of the above-described Qualified Investments are not legal investments of Lessee, then Lessee shall immediately notify Escrow Agent which of said Qualified Investments are not legal investments of Lessee, and shall provide Escrow Agent with written direction to invest funds in accordance with Section 5.

7. Monies in the Acquisition Fund shall be used to pay for the cost of acquisition of the Equipment. Lessee shall send to Lessor one or more properly executed Payment Request Forms executed by Lessee, a copy of which is attached hereto as Exhibit A, together with an invoice for the cost of the acquisition of the Equipment for which payment is requested. Upon proper presentation of a Payment Request Form for the invoice at Lessor's satisfaction, Lessor shall provide the Payment Request Form to Escrow Agent and payment shall be made by Escrow Agent from the Acquisition Fund to the payee designated in the Payment Request Form for the cost of the acquisition of the Equipment specified therein. Payment Request Forms delivered to Escrow Agent after 12:00 p.m. E.S.T will be paid the following business day.

8. The Acquisition Fund and this Escrow Agreement shall terminate upon the earlier of: (a) the disbursement of all funds from the Acquisition Fund, (b) the Funding Expiration Date, and (c) the date on which notice is provided by Lessee to Lessor to close the Acquisition Fund (such notice may be provided by Lessee in a Payment Request Form by selecting the box which indicates the draw is the final draw to be taken under the Acquisition Fund and that the Acquisition Fund should be closed following the draw). Upon any such termination, any amount remaining in the Acquisition Fund shall, unless otherwise directed by Lessee in writing, immediately be paid as follows: first, to Escrow Agent for payment of all reasonable fees and expenses incurred by Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessee and Lessor; and second, to Lessor to be applied by Lessor for benefit of Lessee as follows: (i) toward the interest portion of the Lease Payment next coming due under the Lease, (ii) toward the principal portion of the Lease Payment next coming due under the lease, and (iii) toward a partial prepayment of the principal amount remaining due under the Lease and thereupon Lessor will prepare and deliver the Lessee a revised Lease Payment schedule to the Lease that reflects such partial prepayment of principal. If Lessor delivers to Escrow Agent written notice of the occurrence of an Event of Default under the Lease or of a termination of the Lease due to a non-appropriation event or non-renewal event under the Lease, then Escrow Agent shall immediately remit to Lessor the remaining balance of the Acquisition Fund.

9. Lessee hereby grants Lessor a security interest in the money and investments held by Escrow Agent under this Escrow Agreement as collateral security for the payment and performance of all of Lessee's obligations under the Lease, this Escrow Agreement and any agreement, contract or instrument related to the Lease or this Escrow Agreement. Lessee represents and warrants to Lessor that the money and investments held by Escrow Agent under this Escrow Agreement are free and clear of any liens other than Lessor's security interests created under this Escrow Agreement. Escrow Agent hereby acknowledges that it holds the money and investments held by Escrow Agent under this Escrow Agreement subject to such security interest created by Lessee as bailee for Lessor.

10. Escrow Agent may at any time resign by giving at least 30 days written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent and thereupon such successor Escrow Agent shall, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of Escrow Agent under this Escrow Agreement and the predecessor Escrow Agent shall, after payment of its fees, costs and expenses, deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent.

11. Escrow Agent incurs no liability to make any disbursements pursuant to the Escrow Agreement except from funds held in the Acquisition Fund. Escrow Agent makes no representation or warranties as to the title to any Equipment or as to the performance of any obligations of Lessor or Lessee. No provision of this Escrow Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

12. Escrow Agent shall furnish a monthly statement listing all investments to Lessor and to Lessee. Escrow Agent shall keep complete and accurate records of all money received and disbursed under this Escrow Agreement, which shall be available for inspection by Lessee or Lessor, or the authorized agent of either of them, at any time during regular business hours.

Federal regulations require that Escrow Agent furnish to clients, without any additional cost, written notification of any security transaction in their trust accounts. The notification must be sent within five (5) business days from the date of the transaction or from the date of receipt by Escrow Agent or the broker/deal confirmation. As an alternative to a notice of each individual transaction, clients may elect to receive this information consolidated into periodic trust statements. Lessee directs Escrow Agent to not send notification of each individual security transaction; security transaction information will be consolidated on the periodic trust statements provided by the Escrow Agent which shall be sent as of December 31 annually. Lessee acknowledges the awareness of the

security transaction notification requirement and has made the decision to waive such notification as indicated herein, until further written notice to receive such notification is provided to Escrow Agent.

13. Escrow Agent may: (i) act in reliance upon any writing (including email), notice, certificate, instruction, instrument (each an **"Instrument"**) or signature (including a signature provided by the electronic signing service DocuSign initiated by the Lessor) which it, in good faith, believes to be genuine; (ii) assume the validity and accuracy of any statement or assertion contained in such an Instrument; and (iii) assume that any person purporting to give any such Instrument in connection with the provisions hereof has been duly authorized to do so. Except as expressly provided otherwise in this Escrow Agreement, the Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to the form of, the manner of execution of, or the validity, accuracy or authenticity of any Instrument deposited with it, nor as to the identity, authority or right of any person executing the same. Lessee and Lessor shall be responsible for ensuring that only authorized individuals acting on their behalf shall transmit such Instrument via email to the Escrow Agent and for treating applicable user and authorization codes, passwords and/or authentication keys with extreme care. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such Instrument sent by email notwithstanding such directions conflict or are inconsistent with subsequent written direction. Lessee and Lessor each agree (i) to assume all risks arising out the use of email to submit directions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instruction, and the risk of interception and misuse by third parties; (ii) that they are fully informed of the protections and risks associated with the various methods of transmitting directions to the Escrow Agent and that there may be more secure methods of transmitting directions than the method(s) selected by it; (iii) that the security procedures (if any) to be followed in connection with its transmission of directions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures. Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by Escrow Agent's gross negligence or willful misconduct. In the administration of this Escrow Agreement, the Escrow Agent may execute any of its powers and perform its duties directly or through agents, custodians, nominees and attorneys and shall not be responsible for the misconduct or negligence of such agents, custodians, nominees and attorneys appointed by it with reasonable due care. The Escrow Agent shall not be obligated to perform any obligation hereunder and shall not incur any liability for the nonperformance or breach of any obligation hereunder to the extent that it is delayed in performing, unable to perform or breaches such obligation because of acts of God, war, terrorism, riots, lightning, fire, tornadoes, storms, droughts, explosions, floods, earthquakes, hurricanes, strikes, lockouts or other industrial disturbances, orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions or officials, electrical outages, epidemics, pandemics, quarantine restrictions, hacking or cyber-attacks, or other use or infiltration of the Escrow Agent's technological infrastructure exceeding authorized access, equipment or transmission failures, or other causes reasonably beyond its control; provided that the Escrow Agent shall use commercially reasonable efforts consistent with accepted corporate trust industry practices to maintain performance without delay or resume performance as soon as reasonably practicable under the circumstances.

14. The Lessee agrees to pay to the Escrow Agent its fees and expenses for any reasonable extraordinary services performed or incurred in connection with its duties under this Agreement if notified in writing prior to the performance of those services or the incurring of those expenses so as to allow the Lessee to appropriate sufficient funds for their payment. The provisions of this Section 14 shall survive the termination of this Escrow Agreement and the resignation or removal of Escrow Agent for any reason. In no event shall Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

15. The Escrow Agent may receive various types of fees and revenues in connection with servicing the Acquisition Fund, either upfront or upon investment. The Escrow Agent may charge (i) a flat fee, a fee of a fixed dollar amount payable at the time the transaction takes place or imposed periodically throughout the relationship, and/or (ii) a transaction based fee, a fixed dollar fee that is charged each time the Escrow Agent is required to execute a particular transaction, service or function. The Escrow Agent may receive compensation from any money market funds held in connection with the relationship as (i) shareholder servicing payments, which is compensation for providing certain services for the benefit of the money market fund company, typically consisting of maintenance of shareholder ownership records, distributing prospectuses and other shareholder information materials to investors and handling proxy voting materials; paid under a money market fund's 12b-1 distribution plan and impacting the investment performance of the fund by the amount of the fee as detailed in the fund's prospectus, which will be provided to Lessee; and/or (ii) revenue sharing payments, which are payments from a money market fund company as payments that represent a reallocation to the Escrow Agent of a portion of the compensation payable to the fund company in connection with Lessee's investment which constitute a form of fee sharing between the fund company and the Escrow Agent and do not as a general rule result in any additional charge or expense in connection with a money market fund investment, are not paid under a 12b-1 plan, and do not impact the investment performance of the fund. The amount of any revenue share payable to Escrow Agent with respect to Lessee's investments is available upon request. The Escrow Agent may be separately and additionally compensated for services. The Lessee acknowledges that the current prospectus for the money market fund, if any, the Acquisition Fund is to be invested in, describes, among other things, the investment risk and objectives of the money market fund, and it has been reviewed by the Lessee or a representative of the Lessee.

16. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

17. In the event any court of competent jurisdiction shall hold any provisions of this Escrow Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.

18. This Escrow Agreement may not be amended except by a written instrument executed by Lessor, Lessee and Escrow Agent. This Escrow Agreement may be executed in several counterparts, each of which so executed shall be an original.

19. All written notices to be given under this Escrow Agreement shall be given by mail (or email with original to follow) to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received three (3) days after deposit in the United States mail, with postage fully prepaid, provided, however, that any notice to the Escrow Agent shall not be deemed to be given until received by it .

20. EACH PARTY HERETO EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS ESCROW AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF ANY PARTY HERETO WITH RESPECT TO THIS ESCROW AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

21. The parties agree that the electronic signature (provided by the electronic signing service DocuSign initiated by the Lessor) of a party to this Escrow Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Escrow Agreement. The parties agree that any electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files.

IN WITNESS WHEREOF, Lessor, Lessee and Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives as of the date first written above.

**City of Manitou Springs, as**  
Lessee

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

Title: City Administrator

Address: 606 Manitou Avenue, Manitou Springs, CO 80829

**Huntington Public Capital Corporation, as**  
Lessor

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

Title: Vice President

Address: c/o The Huntington National Bank, 11100 Wayzata Blvd., Ste 700, Minnetonka, MN 55305

**The Huntington National Bank, as**  
Escrow Agent

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

Title: Vice President

Address: 11100 Wayzata Blvd., Ste 700, Minnetonka, MN 55305

**EXHIBIT A**  
**PAYMENT REQUEST FORM & ACCEPTANCE CERTIFICATE**

Re: Acquisition Fund established by the Escrow Agreement dated as of **May 28, 2025** among **Huntington Public Capital Corporation**, as Lessor, **City of Manitou Springs**, as Lessee and **The Huntington National Bank**, as Escrow Agent.

Sir or Madam,

This Payment Request Form & Acceptance Certificate (referred to in the Agreement and herein as the ("Payment Request Form")) states the following:

A. Draw Request

As Escrow Agent for the above-referenced Acquisition Fund, you are hereby requested to pay from that Acquisition Fund to the person or corporation designated below as payee, the sum set forth below in payment of a portion of all of the cost of the acquisition of the equipment described below. The amount shown below is due and payable under the invoice of the payee with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is part of all of the "Equipment" that is subject to the Lease described in the above referenced Escrow Agreement.

Amount: \_\_\_\_\_

Payee: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Funds should be sent via: (check and complete one)

Wire Transfer: Bank Name: \_\_\_\_\_

ABA #: \_\_\_\_\_

Beneficiary: \_\_\_\_\_

Account #: \_\_\_\_\_

Reference Info#: \_\_\_\_\_

Check: Payee: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Regular mail \_\_\_\_\_ Overnight Mail \_\_\_\_\_

Credit Account: Account Name: \_\_\_\_\_

Account No.: \_\_\_\_\_

\_\_\_\_\_ By checking this box, Lessee represents to Lessor that this draw is the final draw to be taken under the Acquisition Fund and Lessee desires Lessor to close the Acquisition Fund following this draw.

B. Equipment Description and Acceptance

Lessee confirms (i) that the Equipment, further described below, on the attached invoice(s), and/or on Schedule 1 hereto, has been delivered to Lessee and that Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it has received such Equipment in good condition, and accepts same for all purposes (or, if Lessee has requested Lessor to make arrangements to pay for the Equipment before it is delivered to and inspected by Lessee, Lessee acknowledges that Lessor is only willing to do so at Lessee's sole risk and as such the parties agree that as of the date hereof, Lessee's obligations under the Lease, including the Escrow Agreement, are absolute, unconditional, and cannot be cancelled); (ii) that the Equipment is of the size, design, capacity and manufacture selected solely by Lessee and meets the provisions of any purchase agreements pursuant to which the Equipment has been acquired; (iii) that Lessee irrevocably accepts said Equipment "AS-IS, WHERE-IS" for all purposes of the Lease, including the Escrow Agreement, as of the date hereof; (iv) no Event of Default, as such term is defined in the Agreement, and no event which with notice or lapse of time or both, would become an Event of Default, has occurred and is continuing at the date hereof, (v) the insurance coverage to be provided pursuant to the Agreement has been provided, and (vi) the Equipment is essential to the proper, efficient and economic operation of Lessee. Lessee waives any right it may have to revoke its acceptance of the Equipment.

| Manufacturer: | Description: | Year: | New/Used: | Serial #: | Location:                      | Cost: |
|---------------|--------------|-------|-----------|-----------|--------------------------------|-------|
|               |              |       |           |           |                                |       |
|               |              |       |           |           | <b>Total Equipment Cost:</b>   |       |
|               |              |       |           |           | <b>Financed Sales/Use Tax:</b> |       |
|               |              |       |           |           | <b>Total Lease Amount:</b>     |       |

The Lessee unconditionally agrees to indemnify and hold Lessor harmless from any and all costs, expenses, claims, fees, or damages (including reasonable attorney's fees) incurred by Lessor in connection with its acquisition of the Equipment on behalf of the Lessee hereunder, however arising; and the Lessee agrees it remains solely responsible for the delivery, shipment, installation, construction, insuring and testing of the Equipment at its own risk and expense. The Lessee agrees to reimburse Lessor for all taxes, costs and fees and expense incurred by Lessor (including reasonable attorneys' fees) in the connection with the Lease and enforcement of any of its provisions. By the execution hereof, the provisions of the Agreement are incorporated into this Payment Request Form as described herein.

**Note:**

If vendor payment is by wire transfer, Huntington's wire team will conduct a callback to confirm that the request is accurate and not fraudulent. The call will come from a phone number with a "606" area code.

\_\_\_\_\_ will be utilized for the callback.

**If the phone number above is no longer accurate, please provide the accurate number below. Please allow 24 hours to process and update information.**

Updated Phone Number: \_\_\_\_\_

Lessee:  
**City of Manitou Springs**

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

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

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

**INCUMBENCY CERTIFICATE**

**CITY OF MANITOU SPRINGS**

The undersigned certifies that he/she is the **Secretary/Clerk** of the **City of Manitou Springs** (“Lessee”), a political subdivision organized under the laws of the state of **Colorado**, and that, as such, he/she is authorized to execute this Certificate on behalf of the Lessee.

The undersigned further certifies that the person(s) specified below is/are duly elected, qualified and acting representatives(s) of the political subdivision, in the capacity or capacities so specified, and that the signature appearing opposite an officer's name is his or her true signature:

| <u>NAME:</u>         | <u>TITLE:</u>             | <u>SIGNATURE:</u> |
|----------------------|---------------------------|-------------------|
| <u>Denise Howell</u> | <u>City Administrator</u> | _____             |
| <u>John Grahm</u>    | <u>Mayor</u>              | _____             |
| <u>Sean Dearborn</u> | <u>Utilities Manager</u>  | _____             |

WITNESS, the signature of the undersigned this 28 day of May, 2025.

\_\_\_\_\_  
Signature:

Print Name: \_\_\_\_\_

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



**PAYMENT AUTHORIZATION CERTIFICATE**

Dated: **May 28, 2025**

Lessee: **City of Manitou Springs**

Lessor: **Huntington Public Capital Corporation**

Reference is made to the following documents (collectively, the "Lease"): the Equipment Schedule No. **001** dated as of **May 28, 2025** together with its Master Lease Agreement No. **311807** dated **May 28, 2025** and all documents related to said Lease by and between the above-named Lessee and the above-named Lessor.

Lessee hereby instructs Lessor and authorizes Lessor to disburse the proceeds of the Lease as specified below:

Total Escrow Funding Amount: **\$3,978,097.00**

|                       |               |                                               |
|-----------------------|---------------|-----------------------------------------------|
| <b>Wire Transfer:</b> | Bank:         | <b>The Huntington National Bank</b>           |
|                       | ABA No.:      | <b>044000024</b>                              |
|                       | Account No.:  | <b>01891662889</b>                            |
|                       | Account Name: | <b>Corporate Trust Department</b>             |
|                       | Reference:    | <b>City of Manitou Springs Escrow Sch 001</b> |

All terms defined in this section shall have the same meaning as in the Escrow Agreement. Disbursements from the above funds deposited in the Acquisition Fund shall be made in the future upon receipt by Lessor of Payment Request Forms executed by Lessee and in accordance with the Escrow Agreement. Lessee hereby instructs Lessor and authorizes Lessor to disburse the proceeds of the Acquisition Fund, with exact amounts and dates provided on future Payment Request Forms, to the following payee(s) according to the instructions below:

If instructions are not provided hereto for Acquisition Fund disbursements anticipated in the future, additional steps may be taken by Lessor prior to releasing funds, such as a callback to the authorized signer of Lessee on a recorded phone line.

By signing below, Lessee authorizes Lessor to issue checks, send wires or direct fund transfers to the payees, in the amounts, and per the instructions (if applicable) set forth above. Such payments may be made by Lessor by making advance(s) under the Lease described above. Lessee also acknowledges that it may be responsible for paying other fees directly to third parties, such as Lessor's legal counsel, and making other disbursements in connection with the lease-purchase financing transaction under the terms of the Lease documents. Lessor may rely and act on the instructions set forth herein and shall not be responsible for the use or application of the funds, and Lessee shall indemnify, defend and hold harmless Lessor from and against any and all losses, costs, expenses, fees, claims, damages, liabilities, and causes of action in any way relating to or arising from acting in accordance herewith.

IN WITNESS WHEREOF, the Lessee has caused this Payment Authorization Certificate to be executed as of the day and year first above written.

Lessee:  
**City of Manitou Springs**

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

Title: City Administrator

Confidential



## AUTHORIZATION FOR AUTOMATIC ELECTRONIC PAYMENT

1. Check one of the boxes below:

A. ☐ By checking this box, along with signing and completing this Authorization and returning it to The Huntington National Bank (together with its successors and assigns, "Creditor"), you authorize a one-time payment by electronic check for the Advance Payment plus applicable taxes, including any financed up-front taxes and fees as noted on Contract # \_\_\_\_\_.

OR

B. ☐ By checking this box, along with signing and completing this Authorization and returning it to The Huntington National Bank (together with its successors and assigns, "Creditor"), you authorize all payments due to Creditor under all existing and future agreements with Creditor (as amended or otherwise modified from time to time, the "Contracts") to be made from the designated account on the terms and conditions set forth herein.

**Please make your regular payment until your invoice indicates that automatic electronic payment will be made.**

2. Please complete the following (if any account information is not completed, you authorize Creditor to rely on the attached check or deposit slip to obtain the relevant information).

Name of Account Holder: \_\_\_\_\_

Title of Signor (if Account Holder is NOT an individual): \_\_\_\_\_

Name of Financial Institution: \_\_\_\_\_

Account Type: ☐ Checking Account or ☐ Savings Account

Account Number: \_\_\_\_\_

Routing Number: \_\_\_\_\_

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

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

### PLEASE ATTACH A VOIDED CHECK

(a deposit slip may be attached if account does not have checks)

**Terms and Conditions:** You authorize Creditor to initiate debit entries to your designated account for making your payments due to Creditor, including your regularly scheduled payment amount plus any past due amounts and any other outstanding fees and charges due and owing under your Contracts. Creditor typically will initiate such debit entries on your regularly scheduled due dates. If a due date falls on a weekend or holiday, Creditor may initiate the debit entries on either (i) the last business day prior to the due date or (ii) the first business day after the due date. If an attempted debit entry is returned for any reason, including insufficient funds, Creditor may assess a fee for each failed debit entry and may, but is not required to, attempt the debit entry up to two (2) more times. Creditor also may make credit entries to your designated account for purposes of adjusting debit entries made in error.

This authorization will remain in full force and effect until Creditor has received written notice of your intent to cancel this authorization in such time and in such manner as to afford Creditor a reasonable opportunity to act on such notice. Creditor may cancel or suspend your automatic payment at any time and require non-automatic payments. If Creditor suspends automatic payment at its discretion, it may subsequently resume automatic payment.

Automatic electronic payments are ☐ **REQUIRED**. If the "Required" box is checked, you will be in default under your Contracts if you cancel automatic payment. This additional default provision is hereby added to your Contracts as if stated therein. If the "REQUIRED" box is checked, please initial:

**Initial:** \_\_\_\_\_

You represent that the designated account is used primarily for business and commercial purposes. You should immediately notify Creditor of any automatic payment error. If you desire to change the account from which automatic payments are made, you must timely notify Creditor and execute a new Authorization for Automatic Electronic Payment.

Payments under Section 1(B) of this Authorization will be made using the automated clearing house ("ACH") funds transfer system and will be made in accordance with this authorization, the ACH Rules and other applicable law in effect from time to time. This authorization does not alter or lessen your obligations under your Contracts with Creditor including but not limited to those provisions regarding the amount of the monthly payments, when payments are due, the application of payments, the assessment of late charges or the determination of delinquencies.

## FORM OF OPINION OF COUNSEL

Dated: May 28, 2025

**City of Manitou Springs** (Lessee)

-and-

**Huntington Public Capital Corporation** (Lessor)

Ladies and Gentlemen:

As legal counsel to **City of Manitou Springs** ("Lessee"), we have examined (1) an executed counterpart of a certain Master Lease Agreement No. 311807 dated **May 28, 2025**, the Equipment Schedule No. 001 dated as of **May 28, 2025** and all documents executed in connection therewith (collectively, the "Agreement") by and between **Huntington Public Capital Corporation** ("Lessor"), as Lessor, and Lessee, which among other things provides for the lease of, sale to and purchase by Lessee of certain property described in the Agreement (the "Equipment"); (2) an executed counterpart of the ordinance or resolution of Lessee which among other things authorizes Lessee to execute the Agreement; (3) the applicable income tax regulations of the Internal Revenue Code of 1986 (the "Code"), including particularly Sections 103 and 148 of the Code and Regulations Section 1.148-2 and 1.148-8 (the "Regulations") and Sections 141 to 149, and Section 265 of the Code, (4) the representations, warranties, and covenants contained in the Agreement with Lessee (and I know of no reason for such representations, warranties, and covenants to be false or untrue, and we are assured of their veracity, and rely on such veracity in rendering the following opinions), and (5) such other opinions, documents and matters of laws as we have deemed necessary in connection with the following opinions. If applicable, the term "Agreement" as used in this opinion shall include any Escrow Agreement executed by Lessee and Lessor related to the Agreement described above.

Based on the foregoing, we are of the following opinions:

(1) Lessee is a political subdivision, duly organized and existing under the laws of the state of **Colorado** (the "State"), is a state or political subdivision as such terms are used in Section 103 of the Internal Revenue Code of 1986 (the "Code"), and is a governmental unit within the meaning of Section 148(f) of the Code;

(2) The Agreement is in registered form, within the meaning of Section 149 of the Code, is not a private activity bond as defined in Section 141 of the Code, is a qualified tax exempt obligation as the term is used in Section 265(b) of the Code, and is qualified for the exception from certain rebate requirements contained in Section 148(f) of the Code

(3) Lessee has the requisite power and authority to purchase the Equipment, to execute and deliver the Agreement, to enter into the transactions contemplated by the Agreement and to perform its obligations under the Agreement;

(4) The Agreement and other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Agreement is a valid and binding obligation of Lessee enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws, from time to time in effect, and equitable principles;

(5) The authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws, and no approval or consent is required from any governmental authority with respect to the entering in or performance by Lessee of the Agreement and the transactions contemplated thereby, or if any such approval is required, it has been duly obtained;

(6) There is no proceeding, pending or threatened, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment;

(7) Lessee has sufficient moneys available to make all Lease Payments required to be paid under the Agreement during the current Fiscal Year of Lessee and such moneys have been properly budgeted and appropriated for this purpose in accordance with all applicable laws;

(8) The interest portion of the Lease Payments to be made by Lessee pursuant to the Agreement are excludible from gross income for federal income tax purposes;

(9) The Agreement is in accordance with and does not violate the usury laws of the State; and

(10) The Agreement is not an “arbitrage bond” as defined in the Code and Regulations.

It is understood and agreed that counsel for Lessor may rely on this opinion in rendering any opinion as to the exclusion from gross income for Federal income tax purposes of the interest component of payments made by Lessee to the recipient thereof pursuant to the Agreement, and may attach a copy of this opinion to their opinion.

The opinions herein are based on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinion to reflect any facts or circumstances that may hereafter come to our attention or to reflect changes in law that may hereafter occur or become effective. Moreover, our opinion is not a guarantee or assurance of any financial or economic result.

Lessor, its assignee and any of their assigns may rely upon this opinion subject to the following: (a) we have not been engaged to act, and have not acted, as counsel to Lessor, its assignee or any of their assigns in connection with the above matters; and (b) no attorney-client relationship exists, and no attorney-client relationship has at any time existed, between us and Lessor, its assignee or any of their assigns by virtue of this opinion letter.

Respectfully submitted,

\_\_\_\_\_

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



## INSURANCE REQUIREMENTS

**A.M. Best Rating:** Insurance must be with insurers with an A.M. Best or comparable agency rating of not less than "B+/-".

**For the Benefit of:** All insurance including any endorsements should state that it is for the benefit of "Huntington Public Capital Corporation, c/o The Huntington National Bank, its parents, affiliates, successors and assigns".

**Insured Name:**

City of Manitou Springs

**Certificate Holder:**

Huntington Public Capital Corporation

c/o The Huntington National Bank, its parents, affiliates, successors and assigns

c/o Insurance Service Center

PO Box 77840

Springfield, OH 45501

**Property Damage/Vehicle Physical Damage:**

- Certificate (generally Acord 27 or 23) should reference the specific equipment being financed. This can be done by listing the actual equipment, or by specific reference to everything financed under **Master Lease Agreement No. 311807**.
- Property insurance and/or equivalent vehicle physical damage insurance must protect the Collateral for its full replacement value of at least the **Equipment Cost**.
- Huntington Public Capital Corporation c/o The Huntington National Bank and its parents, affiliates, successors and assigns shall be named lender loss payee on a **Lender's Loss Payable** endorsement. The repayment of Huntington's financing must be protected even if the insured fails to comply with some policy term.
- Required Insurance shall not have a deductible amount in excess of Twenty-Five Thousand Dollars (\$25,000.00).

**General Liability/Vehicle Liability:**

- Liability insurance and/or equivalent vehicle liability insurance certificate (generally Acord 25 or 23) shall have coverage limits not less than:
  - \$1,000,000 each occurrence
  - \$1,000,000 personal injury
  - \$1,000,000 general aggregate
  - Or, if applicable, \$1,000,000 vehicle liability
- Huntington Public Capital Corporation c/o The Huntington National Bank, its parents, affiliates, successors and assigns shall be named as **Additional Insured**. Please include copy of endorsement with certificate.

**Additional Policy Requirement:**

- Shall provide for thirty (30) days' prior written notice of cancellation, material change, or non-renewal.

Note: In the future you may be contacted by [commequipmentEOI@assurant.com](mailto:commequipmentEOI@assurant.com) in regards to insurance updates and/or renewals.



## Memorandum

Title: Final Action on Mountain Metro's 2025 Fall Service

From: John Crawford, Mobility and Parking Director

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 15 Minutes

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May 20, 2025

### **Purpose:**

To provide the City Council with the opportunity for any final questions and any final discussion so that they may a decision regarding the fall service provided by Mountain Metro.

### **Background:**

Mountain Metro presented this information to the City Council at the May 6, 2025, regular meeting and the May 13, 2025, work session.

Additionally, Mountain Metro presented to the Mobility and Parking Board (MAPS) on April 23, 2025. MAPS voted unanimously to support Route 3 being free if the enterprise can financially support it. They also supported Route 33, going to the Dillon starting in the fall. They would like to see the bus off of El Paso if possible, and understand that this may take additional time.

### **Pros and Cons:**

To be determined.

### **Fiscal Impact:**

\$55,000 plus

### **Workload Impact:**

Many hours.

### **Recommended Action:**

Make a motion to approve selected service plan for fall 2025.

# EXTENDING ROUTE 33 TO THE DILLON MOBILITY HUB AND ROUTE 3 FARE-FREE PROPOSAL



CITY OF MANITOU SPRINGS  
CITY COUNCIL

May 20, 2025



Mountain Metropolitan Transit

Jacob Matsen, Transit Planning and Operations Supervisor

# TOPICS



- Proposed Service Options
  - Elimination of Route 36
  - Route 33 Options
- Route 3 fare free, cost-share proposal

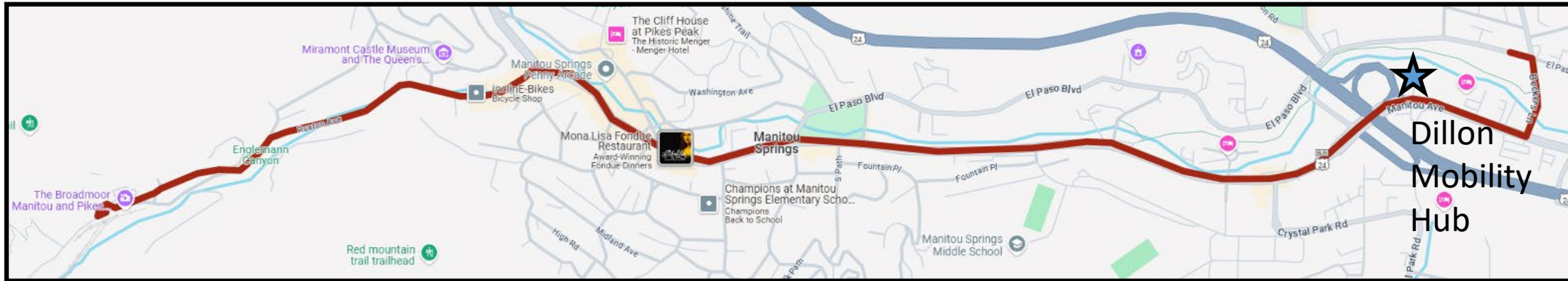
The logo for the 2021 U.S. Figure Skating Championships. It features a stylized mountain peak composed of four colored triangles: green on the left, blue in the center, red on the right, and a grey triangle at the very top center. Below the mountain, the words "COLORADO SPRINGS" are written in a large, bold, black sans-serif font. Underneath that, "OLYMPIC CITY USA" is written in a smaller, blue sans-serif font.

A detailed map of Manitou Springs, Colorado, featuring a green route that winds through the town. The route begins at the Manitou Incline, passes through the Iron Springs Chateau, The Little House, Twin Spring, The Loop Mexican, Persephone Grae's Cafe & Juice Bar, The Keg Lounge, Manitou Brewing Company, and ends at the Villa Motel at Manitou Springs. Other landmarks include the Manitou Springs Heritage Museum, Memorial Park, and SunWater Spa. The map also shows various streets, including Pilot Knob Ave, Bluff Ave, Spring St, Midland Ave, Prospect Pl, Navajo Ave, Ducho Ave, High St, and Elk Path. A parking area labeled '\$20 Incline parking' is also indicated.

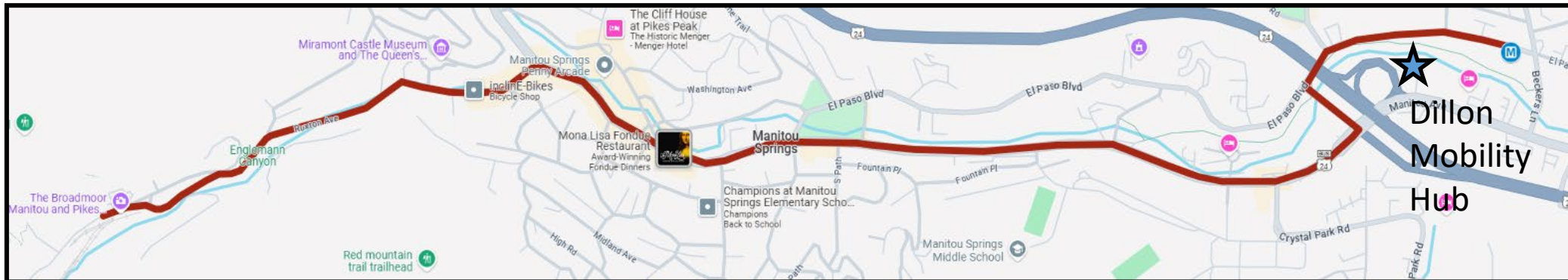
A detailed map of Manitou Springs, Colorado, showing a green route through the town. The route starts at the Manitou Incline, goes through the Springs Chateau, The Broadmoor, and ends at the Villa Motel. Key landmarks include the El Paso Blvd, Fountain Creek, and various local businesses like The Loop Mexican and The Keg Lounge.

# ROUTE 33 SERVING THE DILLON MOBILITY HUB

## Westbound



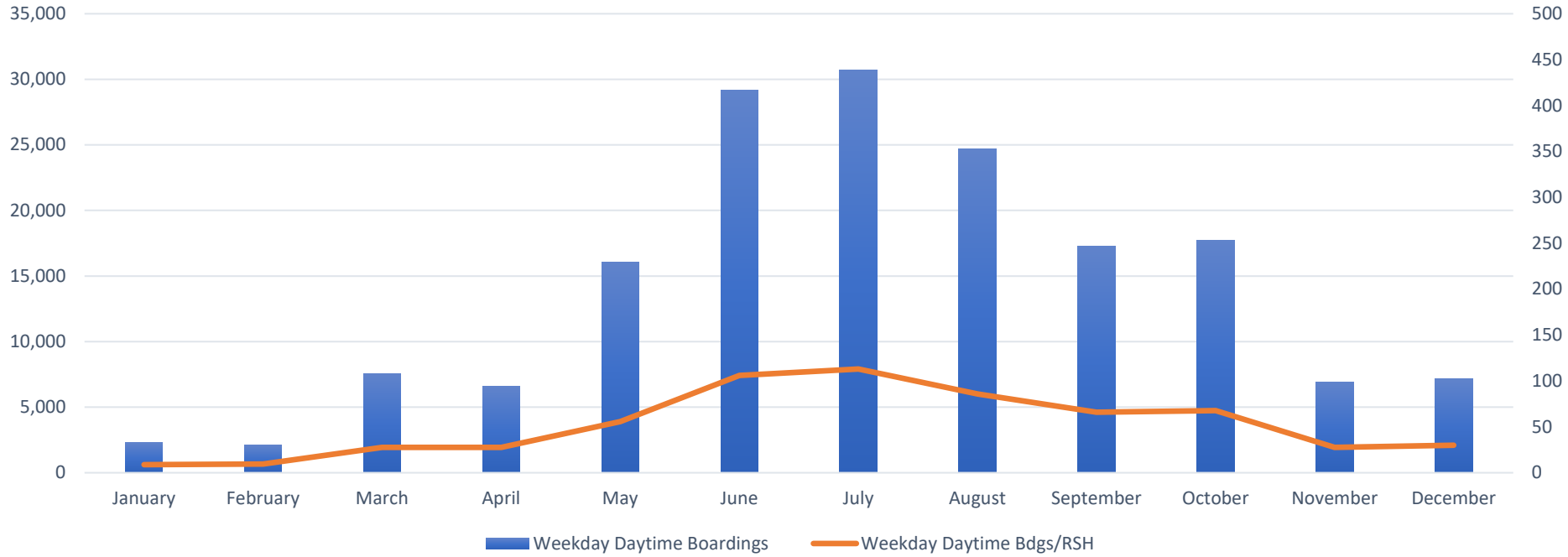
## Eastbound



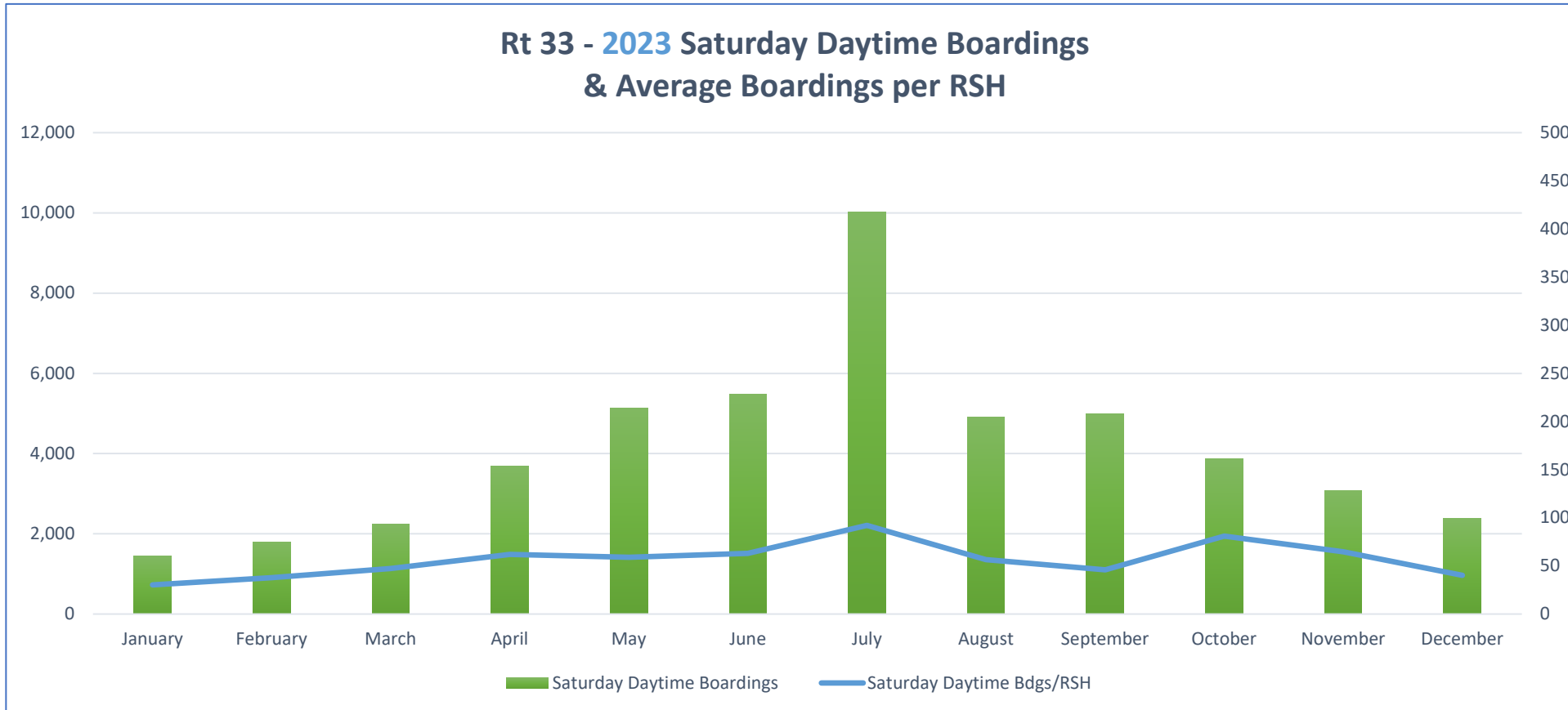
# ROUTE 33 WEEKDAY BOARDINGS BY MONTH



Rt 33 - 2023 Weekday Daytime Boardings  
& Average Boardings per RSH



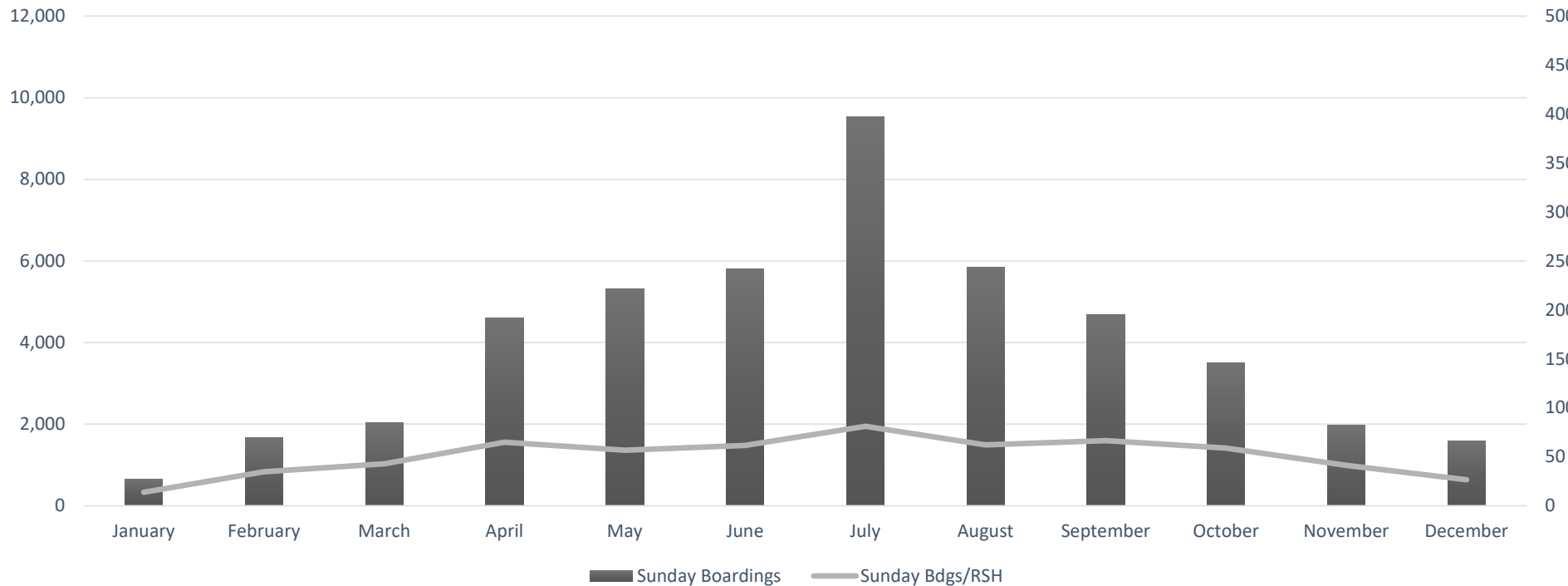
# ROUTE 33 SATURDAY BOARDINGS BY MONTH



# ROUTE 33 SUNDAY BOARDINGS BY MONTH



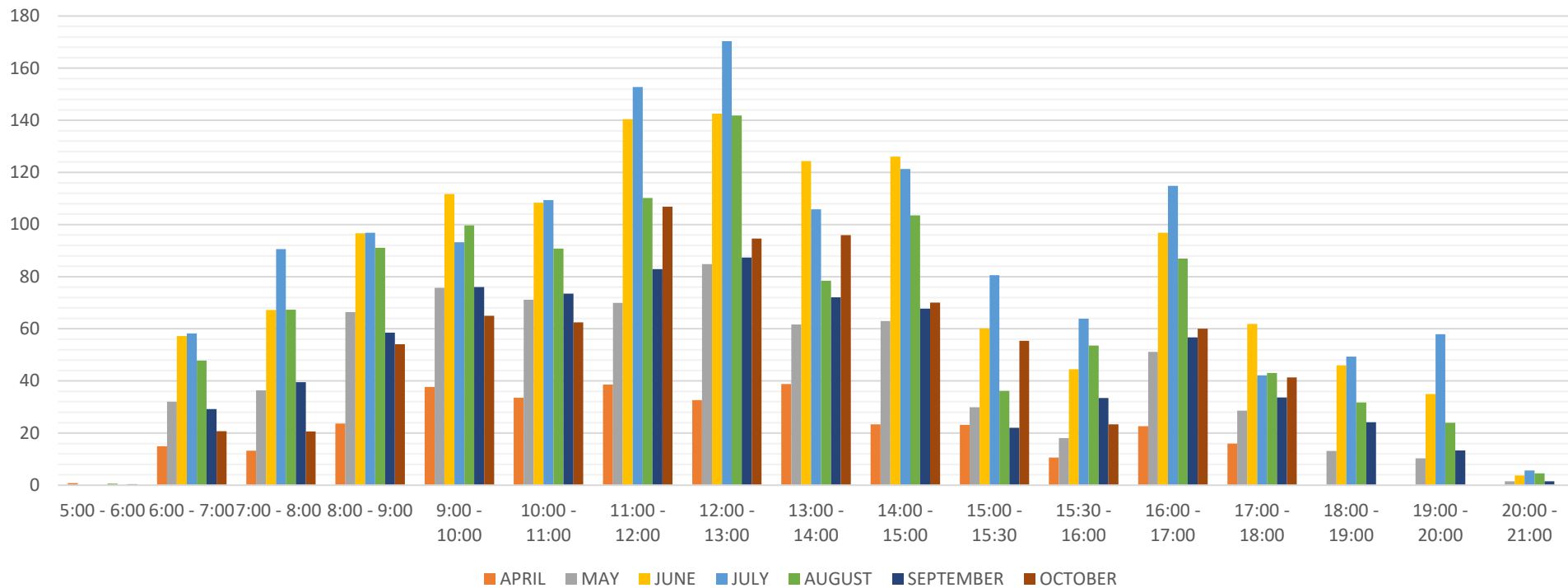
Rt 33 - 2023 Sunday Boardings  
& Average Boardings per RSH



# ROUTE 33 PEAK SEASON WEEKDAY BOARDINGS BY HOUR

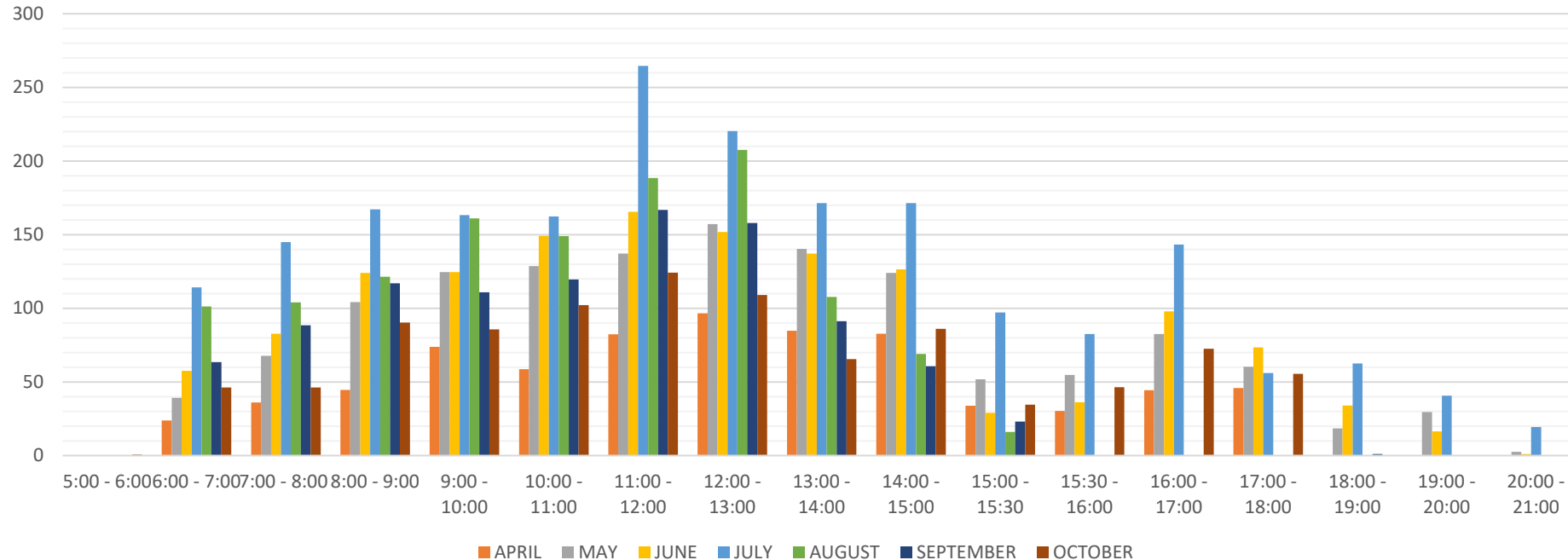


2023 Average **Weekday** Boardings by Time of Day  
by Month - Route 33



# ROUTE 33 PEAK SEASON SATURDAY BOARDINGS BY HOUR

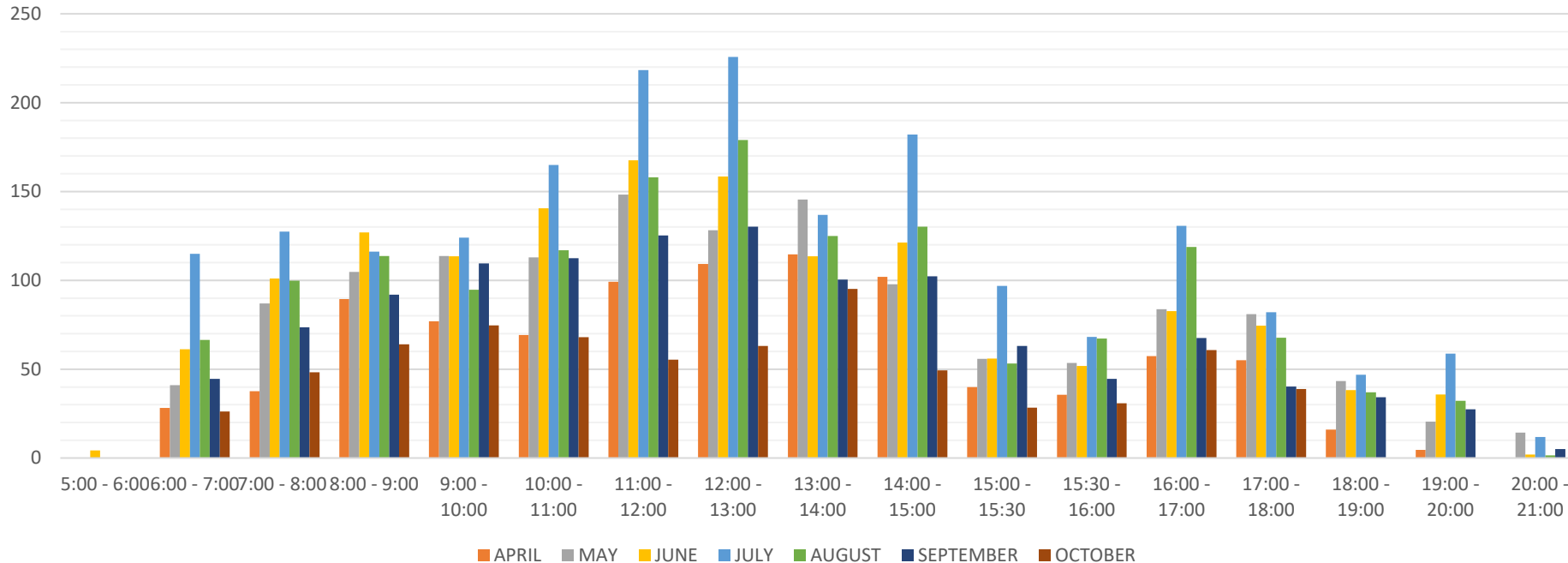
2023 Average **Saturday** Boardings by Time of Day  
by Month - Route 33



# ROUTE 33 PEAK SEASON SUNDAY BOARDINGS BY HOUR



2023 Average **Sunday** Boardings by Time of Day  
by Month - Route 33



# ROUTE 33 SERVICE FREQUENCY CONSIDERATION



- Peak Weekdays
  - 6am-5pm: 15-minutes
  - 5pm-8pm: 30-minutes
- Peak Weekends
  - 6am-5pm: 10-minutes
  - 5pm-8pm: 30-minutes
- Off-Peak Weekdays & Weekends
  - 6am-6pm: 30-minutes

# ROUTE 33 PEAK SEASON



- Option 1: Keep Peak Season as is (Late April-Late September)
  - Total Revenue Service Hours for Routes 33 and 36 in 2025 = 6,858
  - Total Revenue Service Hours for Route 33 in 2026 = 6,867
- Option 2: Extend Peak Season (Late March-Late October)
  - Total Revenue Service Hours for Routes 33 and 36 in 2025 = 6858
  - Total Revenue Service Hours for Route 33 in 2026 = 7,789
  - MMT is willing to adjust its service change schedule to make this option work
  - Under this option, any future changes would need to be decided by mid-November

# ROUTE 33 CURRENT IGA COST SHARE



## Route 33 IGA (2025) Cost Share

|                            | Manitou Springs        | Colorado Springs       | Total            |
|----------------------------|------------------------|------------------------|------------------|
| Route 33: Peak Season      | \$51,993               | \$207,971              | \$259,964        |
| Route 33: Off Peak Season* | \$0                    | \$246,223              | \$246,223        |
| Route 36: Peak Season      | \$153,589              | \$0                    | \$153,589        |
| <b>Total</b>               | <b>\$205,582 (31%)</b> | <b>\$454,194 (69%)</b> | <b>\$659,776</b> |

\*Off-Peak Cost is not identified in the IGA as Colorado Springs covered this entire cost

# ROUTE 3 FARE-FREE COST SHARE AND INCREASED ROUTE 33 SERVICE COSTS



## Route 3 Fare-Free Cost Share + Option 1 (Keep Peak Season as is)

|                                            | Manitou Springs  | Colorado Springs | Total            |
|--------------------------------------------|------------------|------------------|------------------|
| Route 3 Fare-Free Cost Share               | \$52,222         | \$148,354        | \$200,576        |
| Route 33 Option 1 (Keep Peak Season as is) | \$205,999 (30%)  | \$480,663 (70%)  | \$686,662        |
| <b>Total</b>                               | <b>\$258,221</b> | <b>\$629,017</b> | <b>\$887,238</b> |

# ROUTE 3 FARE-FREE COST SHARE AND INCREASED ROUTE 33 SERVICE COSTS



## Route 3 Fare-Free Cost Share + Option 2 (Extended Peak Season)

|                                        | Manitou Springs  | Colorado Springs | Total            |
|----------------------------------------|------------------|------------------|------------------|
| Route 3 Fare-Free Cost Share           | \$52,222         | \$148,354        | \$200,576        |
| Route 33 Option 2 (Extend Peak Season) | \$233,673 (30%)  | \$545,237 (70%)  | \$778,910        |
| <b>Total</b>                           | <b>\$285,895</b> | <b>\$693,591</b> | <b>\$979,486</b> |

# MANITOU SPRINGS CITY COUNCIL TIMELINE



- ✓ Regular City Council Session, May 6<sup>th</sup> - first presentation with discussion
- ✓ City Council Work Session, May 13<sup>th</sup> – second presentation with discussion
- Regular City Council Session, May 20<sup>th</sup> - City Council votes
- If approved:
  - Route 33 extends service to the temporary bus stop in front of the Dillon Mobility Hub on ?
  - Route 36 is eliminated starting 2026
  - Route 3 begins fare-free service on April 26, 2026

# DISCUSSION & VOTE



## Memorandum

Title: Consideration of Resolution No. 0825, A Resolution Adopting an Updated Universal Fee Schedule

From: John Crawford, Mobility & Parking Director

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 15 Minutes

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May 20, 2025

### **Purpose:**

To update the universal fee schedule to account for the changes below.

### **Proposed Parking and Mobility Changes:**

To add clarification to the parking fee schedule to align with the City of Manitou Springs Quarterly Rate Adjustment Fee Schedule adopted June 7, 2022, via Resolution No. 1022. Adjust the start time for all paid parking. Adjust Zone 3 rate in City of Manitou Springs Quarterly Rate Adjustment Fee Schedule. Establish a parking rate for Dillon Mobility Hub. Establish a convenience fee for mobile payment options.

### **Proposed Emergency Services Changes:**

To keep up with rising costs and stay competitive with the national average, staff is proposing a 5% increase for all ambulance transport fees.

### **Background:**

The City of Manitou Springs Quarterly Rate Adjustment Fee Schedule was adopted June 7, 2022, via Resolution No. 1022. The Mobility and Parking Enterprise wants to clarify the fee schedule to better align with that adoption and adjust the rate for Zone 3 contained in the schedule. The Enterprise is establishing a fee for the new Dillon Mobility Hub scheduled to open the first week of June. To encourage Incline visitors to use our more economical parking alternatives and keep the core parking options available to support our businesses, we are recommending all paid parking begin at 5:00 a.m. To offset the cost of offering mobile payments, we are asking to establish a convenience fee for users of the service.

### **Pros and Cons:**

**Pros:** The universal fee schedule will now match Mobility & Parking policies and allow the City's Emergency Services to stay competitive.

**Cons:** None.



**Fiscal Impact:**

Undetermined.

**Workload Impact:**

Minimal

**Recommended Action:**

Move to adopt Resolution No. 0825, a resolution adopting an updated universal fee schedule.

RESOLUTION

A RESOLUTION ADOPTING AN UPDATED UNIVERSAL FEE  
SCHEDULE

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**WHEREAS**, on February 3, 2015, the City Council adopted Ordinance No. 0215, which revised all fee setting provisions within the City's Code to reflect that City fees shall hereafter be set by resolution of the City Council;

**WHEREAS**, on October 20, 2015, to implement the new fee setting structure outlined in Ordinance No. 0215, the City Council approved Resolution 4315 to adopt a universal fee schedule for all of the fees set forth within the Manitou Springs Municipal Code; and

**WHEREAS**, the City Council desires to update the universal fee schedule via the enactment of this Resolution.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANITOU SPRINGS, COLORADO, THAT:**

**SECTION 1:** The City hereby adopts the Manitou Springs Universal Fee Schedule attached hereto as **Exhibit A** and incorporated herein as though fully set forth, and the previous fee schedule adopted by Resolution No. 1824 is hereby repealed in its entirety as of May 20, 2025.

**SECTION 2:** This Resolution shall be in full force and effect from after its passage and approval.

Adopted at the meeting of the City Council of the City of Manitou Springs, Colorado, on this 20<sup>th</sup> day of May 2025, and effective May 21, 2025.

Mayor and Council:

By: \_\_\_\_\_  
John Graham, Mayor

Attest:

\_\_\_\_\_  
Elena Krebs, City Clerk

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                                                                                                                                                                                                                                                         | AMOUNT            | Proposed Change        | COMMENTS                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------------------|-----------------------------------------------------------------------------------------------------------------|
| <b>AQUATIC &amp; FITNESS CENTER</b>                                                                                                                                                                                                                                           |                   |                        |                                                                                                                 |
| <b>POOL FEES</b>                                                                                                                                                                                                                                                              | <b>FEE/FINE</b>   | <b>Proposed Change</b> | <b>COMMENTS</b>                                                                                                 |
| Daily Rates                                                                                                                                                                                                                                                                   | \$ 6.25           |                        | Seniors (60+) / Youth / Disabled / Military / Police / Fire / Teachers*                                         |
|                                                                                                                                                                                                                                                                               | \$ 9.50           |                        | Adults ( 18+)                                                                                                   |
|                                                                                                                                                                                                                                                                               | \$ -              |                        | 2 & under (1 free per paid adult)                                                                               |
| Punch Cards - 10 punch                                                                                                                                                                                                                                                        | \$ 41.00          |                        | Seniors (60+) / Youth / Disabled / Military / Police / Fire / Teachers                                          |
|                                                                                                                                                                                                                                                                               | \$ 66.00          |                        | Adults ( 18+)                                                                                                   |
| Punch Cards - 20 punch                                                                                                                                                                                                                                                        | \$ 62.00          |                        | Seniors (60+) / Youth / Disabled / Military / Police / Fire / Teachers*                                         |
|                                                                                                                                                                                                                                                                               | \$ 110.00         |                        | Adults ( 18+)                                                                                                   |
| <b>Membership</b>                                                                                                                                                                                                                                                             |                   |                        |                                                                                                                 |
| Pass Cards - 3 months                                                                                                                                                                                                                                                         | \$ 119.00         |                        | Seniors (60+) / Youth / Disabled / Military / Police / Fire / Teachers*                                         |
|                                                                                                                                                                                                                                                                               | \$ 194.00         |                        | Adults ( 18+)                                                                                                   |
|                                                                                                                                                                                                                                                                               | \$ 438.00         |                        | Family *Family discount calculated based on individual membership                                               |
| Pass Cards - 6 months                                                                                                                                                                                                                                                         | \$ 209.00         |                        | Seniors (60+) / Youth / Disabled / Military / Police / Fire / Teachers*                                         |
|                                                                                                                                                                                                                                                                               | \$ 297.00         |                        | Adults ( 18+)                                                                                                   |
|                                                                                                                                                                                                                                                                               | \$ 607.00         |                        | Family *Family discount calculated based on individual membership                                               |
| Pass Cards - 12 months                                                                                                                                                                                                                                                        | \$ 357.00         |                        | Seniors (60+) / Youth / Disabled / Military / Police / Fire / Teachers*                                         |
|                                                                                                                                                                                                                                                                               | \$ 581.00         |                        | Adults ( 18+)                                                                                                   |
|                                                                                                                                                                                                                                                                               | \$ 938.00         |                        | Family *Family discount calculated based on individual membership                                               |
| <b>Family Memberships:</b> Family (Prices based on 2 adults and 2 children) Each additional family member will be 50% off of the 3, 6 or 12 month individual membership fee based on their age group. This fee will be added to the total price of the Family Membership fee. |                   |                        |                                                                                                                 |
| Public Swim Lessons                                                                                                                                                                                                                                                           | \$ 66.00          |                        | 1-Session, 8 Classes                                                                                            |
| <b>Pool Rentals</b>                                                                                                                                                                                                                                                           |                   |                        |                                                                                                                 |
| 25 Yard Pool                                                                                                                                                                                                                                                                  | \$ 9.00           |                        | Single Lane Rental                                                                                              |
|                                                                                                                                                                                                                                                                               | \$ 94.00          |                        | Non-Private Rental During Normal Hours                                                                          |
|                                                                                                                                                                                                                                                                               | \$ 165.00         |                        | Private Rental After Hours                                                                                      |
| Kiddie Pool                                                                                                                                                                                                                                                                   | \$ 55.00          |                        | Non-Private Rental During Normal Hours                                                                          |
|                                                                                                                                                                                                                                                                               | \$ 110.00         |                        | Private Rental After Hours                                                                                      |
| Multipurpose Room                                                                                                                                                                                                                                                             | \$ 44.00          |                        | Non-Private Rental During Normal Hours                                                                          |
|                                                                                                                                                                                                                                                                               | \$ 94.00          |                        | Private Rental After Hours                                                                                      |
| Birthday Party                                                                                                                                                                                                                                                                | \$ 315.00         |                        | Non-Private Birthday Party (During Open Swim Only)                                                              |
|                                                                                                                                                                                                                                                                               | \$ 615.00         |                        | Private Birthday Party (After Hours) Includes Pizza                                                             |
| Youth Swim Team                                                                                                                                                                                                                                                               | \$ 54.00          |                        | Off Season (2X Week) - Per month fee                                                                            |
|                                                                                                                                                                                                                                                                               | \$ 96.00          |                        | Summer Season (4X Week) - Per month fee                                                                         |
| Masters Swim Team                                                                                                                                                                                                                                                             | \$ 54.00          |                        | 2x/Week Per Month                                                                                               |
|                                                                                                                                                                                                                                                                               | \$ 78.00          |                        | 3x/Week Per Month                                                                                               |
|                                                                                                                                                                                                                                                                               | \$ 12.00          |                        | Drop-In Fee                                                                                                     |
| <b>CITY CLERK'S OFFICE</b>                                                                                                                                                                                                                                                    |                   |                        |                                                                                                                 |
| <b>CITY CLERK FEES</b>                                                                                                                                                                                                                                                        | <b>FEE / FINE</b> | <b>Proposed Change</b> | <b>COMMENTS</b>                                                                                                 |
| Alcohol Affidavit                                                                                                                                                                                                                                                             | \$ 35.00          |                        |                                                                                                                 |
| Application Fee                                                                                                                                                                                                                                                               | \$ 35.00          |                        | Note: base fee for all application documents. Some application fees may be higher based on type of application. |
| Certified Copies                                                                                                                                                                                                                                                              | \$ 20.00          |                        | Per document (does not include copies or printout fees)                                                         |
| Notary Fee                                                                                                                                                                                                                                                                    | \$ 5.00           |                        | Per Notary Public signature; not to exceed \$15                                                                 |
| Request for Noise Variance                                                                                                                                                                                                                                                    | \$ 35.00          |                        | Application Fee - On-Line Form (Public Events/Private Events/Construction)                                      |
| Resolution #1815 - Memorial Placements                                                                                                                                                                                                                                        | \$ 35.00          |                        | Application Fee                                                                                                 |
| <b>Resolution #2314 Public Records Policy</b>                                                                                                                                                                                                                                 |                   |                        | <b>Based upon State Regulations</b>                                                                             |
| A. Copies, Printouts, Photographs, and Other Materials                                                                                                                                                                                                                        | \$ 0.25           |                        | Per page - public record copies                                                                                 |
|                                                                                                                                                                                                                                                                               | \$ 17.00          |                        | Per recording - audio recordings                                                                                |
|                                                                                                                                                                                                                                                                               | \$ 83.00          |                        | Per recording - 911 recordings                                                                                  |
| B. Research and Retrieval Time                                                                                                                                                                                                                                                | \$ -              |                        | First hour of research and retrieval time                                                                       |
|                                                                                                                                                                                                                                                                               | \$ 41.37          |                        | Each additional hour after the first hour                                                                       |
|                                                                                                                                                                                                                                                                               | \$ 41.37          |                        | Requests under the CCJRA per hour for search and retrieval of criminal justice records. Matches CORA amount.    |
| <b>LIQUOR LICENSE FEES</b>                                                                                                                                                                                                                                                    | <b>FEE / FINE</b> | <b>Proposed Change</b> | <b>COMMENTS</b>                                                                                                 |
| Fermented Malt Beverage License - Off Premises                                                                                                                                                                                                                                | \$ 1,000.00       |                        | New City Application                                                                                            |
|                                                                                                                                                                                                                                                                               | \$ 3.75           |                        | New City License                                                                                                |
|                                                                                                                                                                                                                                                                               | \$ 1,003.75       |                        | <b>Total City New License Fees</b>                                                                              |
|                                                                                                                                                                                                                                                                               | \$ 750.00         |                        | Transfer City Application                                                                                       |
|                                                                                                                                                                                                                                                                               | \$ 3.75           |                        | Transfer City License                                                                                           |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE        | AMOUNT      | Proposed Change | COMMENTS                        |
|------------------------------|-------------|-----------------|---------------------------------|
|                              | \$ 753.75   |                 | Total City Transfer License Fee |
|                              | \$ 100.00   |                 | Renewal City Application        |
|                              | \$ 3.75     |                 | Renewal City License            |
|                              | \$ 103.75   |                 | Total City Renewal License Fee  |
| Arts License                 | \$ 1,000.00 |                 | New City Application            |
|                              | \$ 41.25    |                 | New City License                |
|                              | \$ 1,041.25 |                 | Total City New License Fees     |
|                              | \$ 750.00   |                 | Transfer City Application       |
|                              | \$ 41.25    |                 | Transfer City License           |
|                              | \$ 791.25   |                 | Total City Transfer License Fee |
|                              | \$ 100.00   |                 | Renewal City Application        |
|                              | \$ 41.25    |                 | Renewal City License            |
|                              | \$ 141.25   |                 | Total City Renewal License Fee  |
| Retail Establishment Permit  | \$ 100.00   |                 | New City Application            |
|                              | \$ 25.00    |                 | New City License                |
|                              | \$ 125.00   |                 | Total City New License Fees     |
| Bed and Breakfast Permit     | \$ 100.00   |                 | New City Application            |
|                              | \$ 25.00    |                 | New City License                |
|                              | \$ 125.00   |                 | Total City New License Fees     |
|                              | n/a         |                 | Transfer City Application       |
|                              | n/a         |                 | Transfer City License           |
|                              | n/a         |                 | Total City Transfer License Fee |
|                              | \$ -        |                 | Renewal City Application        |
|                              | \$ 25.00    |                 | Renewal City License            |
|                              | \$ 25.00    |                 | Total City Renewal License Fee  |
| Beer and Wine License        | \$ 1,000.00 |                 | New City Application            |
|                              | \$ 48.75    |                 | New City License                |
|                              | \$ 1,048.75 |                 | Total City New License Fees     |
|                              | \$ 750.00   |                 | Transfer City Application       |
|                              | \$ 48.75    |                 | Transfer City License           |
|                              | \$ 798.75   |                 | Total City Transfer License Fee |
|                              | \$ 100.00   |                 | Renewal City Application        |
|                              | \$ 48.75    |                 | Renewal City License            |
|                              | \$ 148.75   |                 | Total City Renewal License Fee  |
| Brew Pub License             | \$ 1,000.00 |                 | New City Application            |
|                              | \$ 75.00    |                 | New City License                |
|                              | \$ 1,075.00 |                 | Total City New License Fees     |
|                              | \$ 750.00   |                 | Transfer City Application       |
|                              | \$ 75.00    |                 | Transfer City License           |
|                              | \$ 825.00   |                 | Total City Transfer License Fee |
|                              | \$ 100.00   |                 | Renewal City Application        |
|                              | \$ 75.00    |                 | Renewal City License            |
|                              | \$ 175.00   |                 | Total City Renewal License Fee  |
| Club License                 | \$ 1,000.00 |                 | New City Application            |
|                              | \$ 41.25    |                 | New City License                |
|                              | \$ 1,041.25 |                 | Total City New License Fees     |
|                              | \$ 750.00   |                 | Transfer City Application       |
|                              | \$ 41.25    |                 | Transfer City License           |
|                              | \$ 791.25   |                 | Total City Transfer License Fee |
|                              | \$ 100.00   |                 | Renewal City Application        |
|                              | \$ 41.25    |                 | Renewal City License            |
|                              | \$ 141.25   |                 | Total City Renewal License Fee  |
| Liquor Licensed Drugstore    | \$ 1,000.00 |                 | New City Application            |
|                              | \$ 22.50    |                 | New City License                |
|                              | \$ 1,022.50 |                 | Total City New License Fees     |
|                              | \$ 750.00   |                 | Transfer City Application       |
|                              | \$ 22.50    |                 | Transfer City License           |
|                              | \$ 772.50   |                 | Total City Transfer License Fee |
|                              | \$ 100.00   |                 | Renewal City Application        |
|                              | \$ 22.50    |                 | Renewal City License            |
|                              | \$ 122.50   |                 | Total City Renewal License Fee  |
| Distillery Pub               | \$ 1,000.00 |                 | New City Application            |
|                              | \$ 75.00    |                 | New City License                |
|                              | \$ 1,075.00 |                 | Total New City License Fees     |
|                              | \$ 750.00   |                 | Transfer City Application       |
|                              | \$ 75.00    |                 | Transfer City License           |
|                              | \$ 825.00   |                 | Total City Transfer License Fee |
|                              | \$ 100.00   |                 | Renewal City Application        |
|                              | \$ 75.00    |                 | Renewal City License            |
|                              | \$ 175.00   |                 | Total City Renewal License Fee  |
| Hotel and Restaurant License | \$ 1,000.00 |                 | New City Application            |
|                              | \$ 75.00    |                 | New City License                |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                                                                   | AMOUNT      | Proposed Change | COMMENTS                                                        |
|-----------------------------------------------------------------------------------------|-------------|-----------------|-----------------------------------------------------------------|
|                                                                                         | \$ 1,075.00 |                 | Total New City License Fees                                     |
|                                                                                         | \$ 750.00   |                 | Transfer City Application                                       |
|                                                                                         | \$ 75.00    |                 | Transfer City License                                           |
|                                                                                         | \$ 825.00   |                 | Total City Transfer License Fee                                 |
|                                                                                         | \$ 100.00   |                 | Renewal City Application                                        |
|                                                                                         | \$ 75.00    |                 | Renewal City License                                            |
|                                                                                         | \$ 175.00   |                 | Total City Renewal License Fee                                  |
| Hotel and Restaurant License with Optional Premises                                     | \$ 1,000.00 |                 | New City Application                                            |
|                                                                                         | \$ 75.00    |                 | New City License                                                |
|                                                                                         | \$ 1,075.00 |                 | Total New City License Fees                                     |
|                                                                                         | \$ 750.00   |                 | Transfer City Application                                       |
|                                                                                         | \$ 75.00    |                 | Transfer City License                                           |
|                                                                                         | \$ 825.00   |                 | Total City Transfer License Fee                                 |
|                                                                                         | \$ 100.00   |                 | Renewal City Application                                        |
|                                                                                         | \$ 75.00    |                 | Renewal City License                                            |
|                                                                                         | \$ 175.00   |                 | Total City Renewal License Fee                                  |
| Lodging and OR Entertainment License (Separate Licenses)                                | \$ 1,000.00 |                 | New City Application                                            |
|                                                                                         | \$ 75.00    |                 | New City License                                                |
|                                                                                         | \$ 1,075.00 |                 | Total New City License Fees                                     |
|                                                                                         | \$ 750.00   |                 | Transfer City Application                                       |
|                                                                                         | \$ 75.00    |                 | Transfer City License                                           |
|                                                                                         | \$ 825.00   |                 | Total City Transfer License Fee                                 |
|                                                                                         | \$ 100.00   |                 | Renewal City Application                                        |
|                                                                                         | \$ 75.00    |                 | Renewal City License                                            |
|                                                                                         | \$ 175.00   |                 | Total City Renewal License Fee                                  |
| Optional Premises License                                                               | \$ 1,000.00 |                 | New City Application                                            |
|                                                                                         | \$ 75.00    |                 | New City License                                                |
|                                                                                         | \$ 1,075.00 |                 | Total New City License Fees                                     |
|                                                                                         | \$ 750.00   |                 | Transfer City Application                                       |
|                                                                                         | \$ 75.00    |                 | Transfer City License                                           |
|                                                                                         | \$ 825.00   |                 | Total City Transfer License Fee                                 |
|                                                                                         | \$ 100.00   |                 | Renewal City Application                                        |
|                                                                                         | \$ 75.00    |                 | Renewal City License                                            |
|                                                                                         | \$ 175.00   |                 | Total City Renewal License Fee                                  |
| Retail Liquor Store License                                                             | \$ 1,000.00 |                 | New City Application                                            |
|                                                                                         | \$ 22.50    |                 | New City License                                                |
|                                                                                         | \$ 1,022.50 |                 | Total New City License Fees                                     |
|                                                                                         | \$ 750.00   |                 | Transfer City Application                                       |
|                                                                                         | \$ 22.50    |                 | Transfer City License                                           |
|                                                                                         | \$ 772.50   |                 | Total City Transfer License Fee                                 |
|                                                                                         | \$ 100.00   |                 | Renewal City Application                                        |
|                                                                                         | \$ 22.50    |                 | Renewal City License                                            |
|                                                                                         | \$ 122.50   |                 | Total City Renewal License Fee                                  |
| Special Event( Fermented Malt Beverage) - Fees are per event - Cannot transfer or renew | \$ 100.00   |                 | City Application                                                |
|                                                                                         |             |                 | City License                                                    |
|                                                                                         | \$ 100.00   |                 | Total City License Fees                                         |
| Special Event (Liquor)                                                                  | \$ 100.00   |                 | City Application- fees are per event - cannot transfer or renew |
|                                                                                         | \$ -        |                 | City License                                                    |
|                                                                                         | \$ 100.00   |                 | Total City License Fees                                         |
| Tavern License                                                                          | \$ 1,000.00 |                 | New City Application                                            |
|                                                                                         | \$ 75.00    |                 | New City License                                                |
|                                                                                         | \$ 1,075.00 |                 | Total New City License Fees                                     |
|                                                                                         | \$ 750.00   |                 | Transfer City Application                                       |
|                                                                                         | \$ 75.00    |                 | Transfer City License                                           |
|                                                                                         | \$ 825.00   |                 | Total City Transfer License Fee                                 |
|                                                                                         | \$ 100.00   |                 | Renewal City Application                                        |
|                                                                                         | \$ 75.00    |                 | Renewal City License                                            |
|                                                                                         | \$ 175.00   |                 | Total City Renewal License Fee                                  |
| Vintner's Restaurant License                                                            | \$ 1,000.00 |                 | New City Application                                            |
|                                                                                         | \$ 75.00    |                 | New City License                                                |
|                                                                                         | \$ 1,075.00 |                 | Total New City License Fees                                     |
|                                                                                         | \$ 750.00   |                 | Transfer City Application                                       |
|                                                                                         | \$ 75.00    |                 | Transfer City License                                           |
|                                                                                         | \$ 825.00   |                 | Total City Transfer License Fee                                 |
|                                                                                         | \$ 100.00   |                 | Renewal City Application                                        |
|                                                                                         | \$ 75.00    |                 | Renewal City License                                            |
|                                                                                         | \$ 175.00   |                 | Total City Renewal License Fee                                  |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                                                                           | AMOUNT             | Proposed Change        | COMMENTS                                                                                                                                                             |
|-------------------------------------------------------------------------------------------------|--------------------|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Application Fee for New License with Concurrent Review                                          | \$ 1,000.00        |                        | New City Application                                                                                                                                                 |
|                                                                                                 | \$ -               |                        | New City License                                                                                                                                                     |
|                                                                                                 | <b>\$ 1,000.00</b> |                        | <b>Total City New License Fees</b>                                                                                                                                   |
| Application Fee for Additional Liquor-Licensed Drugstore with Concurrent Review                 | \$ 1,000.00        |                        | New City Application                                                                                                                                                 |
|                                                                                                 | \$ -               |                        | New City License                                                                                                                                                     |
|                                                                                                 | <b>\$ 1,000.00</b> |                        | <b>Total City New License Fees</b>                                                                                                                                   |
| Application Fee for Transfer of Ownership                                                       | \$ 750.00          |                        | City Application                                                                                                                                                     |
|                                                                                                 | \$ -               |                        | City License                                                                                                                                                         |
|                                                                                                 | <b>\$ 750.00</b>   |                        | <b>Total City New License Fees</b>                                                                                                                                   |
| Application Fee for Additional Liquor-Licensed Drugstore                                        | \$ 1,000.00        |                        | City Application                                                                                                                                                     |
|                                                                                                 | \$ 22.50           |                        | City License                                                                                                                                                         |
|                                                                                                 | <b>\$ 1,022.50</b> |                        | <b>Total City New License Fees</b>                                                                                                                                   |
| Change of Location                                                                              | \$ -               |                        | City Application                                                                                                                                                     |
|                                                                                                 | \$ 750.00          |                        | City License                                                                                                                                                         |
|                                                                                                 | <b>\$ 750.00</b>   |                        | <b>Total City License Fees</b>                                                                                                                                       |
| Change of Trade / Corporate Name                                                                | \$ -               |                        | City Application                                                                                                                                                     |
|                                                                                                 | \$ -               |                        | City License                                                                                                                                                         |
|                                                                                                 | <b>\$ -</b>        |                        | <b>Total City License Fees</b>                                                                                                                                       |
| Corporation / LLC Change - per person                                                           | \$ -               |                        | City Application                                                                                                                                                     |
|                                                                                                 | \$ 100.00          |                        | City License                                                                                                                                                         |
|                                                                                                 | <b>\$ 100.00</b>   |                        | <b>Total License Fees</b>                                                                                                                                            |
| Duplicate License                                                                               | \$ -               |                        | City Application                                                                                                                                                     |
|                                                                                                 | \$ -               |                        | City License                                                                                                                                                         |
|                                                                                                 | <b>\$ -</b>        |                        | <b>Total License Fees</b>                                                                                                                                            |
| Expansion / Add Optional Premises (to existing Hotel & Restaurant License)                      | \$ -               |                        | City Application                                                                                                                                                     |
|                                                                                                 | \$ -               |                        | City License                                                                                                                                                         |
|                                                                                                 | <b>\$ -</b>        |                        | <b>Total License Fees</b>                                                                                                                                            |
| Hotel / Tavern Manager's Registration                                                           | \$ -               |                        | City Application                                                                                                                                                     |
|                                                                                                 | \$ 75.00           |                        | City License                                                                                                                                                         |
|                                                                                                 | <b>\$ 75.00</b>    |                        | <b>Total License Fees</b>                                                                                                                                            |
| Late Renewal Application Fee                                                                    | \$ 500.00          |                        | City Application                                                                                                                                                     |
|                                                                                                 | \$ -               |                        | City License                                                                                                                                                         |
|                                                                                                 | <b>\$ 500.00</b>   |                        | <b>Total License Fees</b>                                                                                                                                            |
| Application Reissue Fee ( more than 90 days but less than 180 days of license expiration date)  | <b>\$ 500.00</b>   |                        | <b>City Fee</b>                                                                                                                                                      |
| Application Reissue Fine ( more than 90 days but less than 180 days of license expiration date) | <b>\$25/day</b>    |                        | <b>City Fee-Beyond 90-day expiration date</b>                                                                                                                        |
| Mini-Bar Permit (with Hotel & Restaurant License)                                               | \$ -               |                        | City Application-Fee directed by State Law                                                                                                                           |
|                                                                                                 | \$ 48.75           |                        | City License                                                                                                                                                         |
|                                                                                                 | <b>\$ 48.75</b>    |                        | <b>Total City License Fees</b>                                                                                                                                       |
| Modification of Premises                                                                        | \$ -               |                        | City Application                                                                                                                                                     |
|                                                                                                 | \$ 150.00          |                        | City License                                                                                                                                                         |
|                                                                                                 | <b>\$ 150.00</b>   |                        | <b>Total City License Fees</b>                                                                                                                                       |
| Temporary Permit                                                                                | \$ 100.00          |                        | City Application                                                                                                                                                     |
|                                                                                                 | \$ -               |                        | City License                                                                                                                                                         |
|                                                                                                 | <b>\$ 100.00</b>   |                        | <b>Total City License Fees</b>                                                                                                                                       |
| <b>COURT MUNICIPAL (JUDICIAL DEPARTMENT)</b>                                                    |                    |                        |                                                                                                                                                                      |
| Jury Fee                                                                                        |                    |                        | See: C.R.S. 13-10-114(3) if not assigned by Council                                                                                                                  |
| 1.32.120 Docket Fee AKA Court Costs                                                             | <b>\$ 30.00</b>    |                        |                                                                                                                                                                      |
| Law Enforcement Special Revenue Fund                                                            | <b>\$ 45.00</b>    |                        |                                                                                                                                                                      |
| See Fine Schedule- EXCEPT Parking offenses; Section 10.04.010                                   |                    |                        |                                                                                                                                                                      |
| <b>FINANCE DEPARTMENT</b>                                                                       |                    |                        |                                                                                                                                                                      |
| <b>BUSINESS LICENSE FEES</b>                                                                    | <b>FEE / FINE</b>  | <b>Proposed Change</b> |                                                                                                                                                                      |
| Ch 5.04.030 General Business License - Non Retail                                               | \$ 72.00           |                        | New - Micromobility business license falls in this category per Finance Director. 5% excise to be paid monthly, Ebikes subject to 3.8% use tax per Finance Director. |
|                                                                                                 | \$ 44.00           |                        | Renewal                                                                                                                                                              |
| Ch 5.04.030 General Business License - Retail                                                   | \$ 134.00          |                        | New                                                                                                                                                                  |
|                                                                                                 | \$ 62.00           |                        | Renewal                                                                                                                                                              |
| Ch 5.05.010 Entertainment & Amusement                                                           | \$ 134.00          |                        | New                                                                                                                                                                  |
|                                                                                                 | \$ 25.00           |                        | Plus Additional per entertainment / amusement - New                                                                                                                  |
|                                                                                                 | \$ 72.00           |                        | Renewal                                                                                                                                                              |
|                                                                                                 | \$ 19.00           |                        | Plus Additional per entertainment / amusement - Renewal                                                                                                              |
| Ch 5.05.020 Restaurant                                                                          | \$ 134.00          |                        | New                                                                                                                                                                  |
|                                                                                                 | \$ 62.00           |                        | Renewal                                                                                                                                                              |
| Ch 5.05.030 Service Station                                                                     | \$ 134.00          |                        | New                                                                                                                                                                  |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                                        | AMOUNT            | Proposed Change                                                                                                           | COMMENTS                                                                                                                                                                                     |
|--------------------------------------------------------------|-------------------|---------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                              | \$ 62.00          | Renewal                                                                                                                   |                                                                                                                                                                                              |
| Ch 5.05.040 Horse Drawn Vehicles and Pedicabs                | \$ 134.00         | New                                                                                                                       |                                                                                                                                                                                              |
|                                                              | \$ 62.00          | Renewal                                                                                                                   |                                                                                                                                                                                              |
| Ch 5.07 Massage Establishment                                | \$ 134.00         | New                                                                                                                       |                                                                                                                                                                                              |
|                                                              | \$ 62.00          | Renewal                                                                                                                   |                                                                                                                                                                                              |
| Ch 5.08 & Ch. 5.09 Medical and Retail Marijuana              |                   | In addition to Planning fees (see Planning Dept section) a general business retail license is required (see Ch. 5.04.030) |                                                                                                                                                                                              |
| Ch 5.10 Non-Cigarette Tobacco Product Retail                 | \$ 184.00         | New                                                                                                                       |                                                                                                                                                                                              |
|                                                              | \$ 174.00         | Renewal                                                                                                                   |                                                                                                                                                                                              |
| Ch 18.40 Home Occupation                                     | \$ 50.00          | New                                                                                                                       |                                                                                                                                                                                              |
|                                                              | \$ 32.00          | Renewal                                                                                                                   |                                                                                                                                                                                              |
| <b>OTHER FINANCE FEES</b>                                    |                   |                                                                                                                           |                                                                                                                                                                                              |
|                                                              | <b>FEE / FINE</b> | <b>Proposed Change</b>                                                                                                    | <b>COMMENTS</b>                                                                                                                                                                              |
| Ch 3.04 Collection fee                                       | \$ 0.20           |                                                                                                                           | <b>When unpaid &amp; overdue amounts owed to the City are referred to a collection agency, this additional percentage will be added</b>                                                      |
| Unaltered dog/cat/potbellied pig                             | No Fee            |                                                                                                                           | Unaltered guide dogs used by the blind, partially blind, deaf or partially deaf                                                                                                              |
| 1-year license                                               | \$ 35.00          |                                                                                                                           |                                                                                                                                                                                              |
| 3-year license                                               | \$ 75.00          |                                                                                                                           |                                                                                                                                                                                              |
| 1-year license                                               | \$ 20.00          |                                                                                                                           | Citizens over 65 years of age                                                                                                                                                                |
| 3-year license                                               | \$ 55.00          |                                                                                                                           | Citizens over 65 years of age                                                                                                                                                                |
| Altered dog/cat/potbellied pig                               |                   |                                                                                                                           | Unaltered guide dogs used by the blind, partially blind, deaf or partially deaf                                                                                                              |
| 1-year license                                               | \$ 20.00          |                                                                                                                           |                                                                                                                                                                                              |
| 3-year license                                               | \$ 40.00          |                                                                                                                           |                                                                                                                                                                                              |
| 1-year license                                               | \$ 10.00          |                                                                                                                           | Citizens over 65 years of age                                                                                                                                                                |
| 1-year license                                               | \$ 25.00          |                                                                                                                           | Citizens over 65 years of age                                                                                                                                                                |
| Late Fee                                                     | \$ 20.00          |                                                                                                                           | Late renewal fee in addition to license fee (30 days after license expiration)                                                                                                               |
| Ch 7.08 Kennel License                                       | \$ 300.00         |                                                                                                                           |                                                                                                                                                                                              |
| <b>PROTECTION AGAINST FIRE &amp; FIRE REVIEW FEES</b>        |                   |                                                                                                                           |                                                                                                                                                                                              |
|                                                              | <b>FEE / FINE</b> | <b>Proposed Change</b>                                                                                                    | <b>COMMENTS</b>                                                                                                                                                                              |
| <b>6.32.030 Fire inspection, plan reviews, &amp; permits</b> |                   |                                                                                                                           | When unpaid & overdue amounts owed to the City are referred to a collection agency, these additional charges will be added.                                                                  |
| Special Attendance                                           | \$ 90.00          |                                                                                                                           | Per hour, 2 hour minimum                                                                                                                                                                     |
| Pre-plan Submittal Consult                                   | \$ 80.00          |                                                                                                                           | Per hour, 2 hour minimum                                                                                                                                                                     |
| Development Plan Review                                      | \$ 390.00         |                                                                                                                           |                                                                                                                                                                                              |
| Water Plan Review                                            | \$ 140.00         |                                                                                                                           | Per structure & each hydrant / cistern connection                                                                                                                                            |
|                                                              | \$ 50.00          |                                                                                                                           | Plus additional per connection                                                                                                                                                               |
| Construction Plan Review                                     | \$ 575.00         |                                                                                                                           | A (Assembly building) - Occupancies up to and including 100,000 square feet                                                                                                                  |
|                                                              | \$ 1,650.00       |                                                                                                                           | A (Assembly building) - Occupancies more than 100,000 square feet                                                                                                                            |
|                                                              | \$ 550.00         |                                                                                                                           | B (Business building) - Occupancies up to and including 50,000 square feet                                                                                                                   |
|                                                              | \$ 1,650.00       |                                                                                                                           | B (Business building) - Occupancies more than 50,000 square feet                                                                                                                             |
|                                                              | \$ 775.00         |                                                                                                                           | E (Educational building) - Occupancies                                                                                                                                                       |
|                                                              | \$ 625.00         |                                                                                                                           | F (Factory Industrial building) - Occupancies                                                                                                                                                |
|                                                              | \$ 1,150.00       |                                                                                                                           | H (High-hazard building) - Occupancies                                                                                                                                                       |
|                                                              | \$ 650.00         |                                                                                                                           | I (Institutional building) - Occupancies up to 60 patient beds                                                                                                                               |
|                                                              | \$ 1,150.00       |                                                                                                                           | I (Institutional building) - Occupancies 51 patient beds or more                                                                                                                             |
|                                                              | \$ 775.00         |                                                                                                                           | M (Mercantile building) - Occupancies up to and including 50,000 square feet                                                                                                                 |
|                                                              | \$ 1,650.00       |                                                                                                                           | M (Mercantile building) - Occupancies more than 50,000 square feet                                                                                                                           |
|                                                              | \$ 550.00         |                                                                                                                           | R (Residential building) - Occupancies up to and including 15 residential units                                                                                                              |
|                                                              | \$ 1,150.00       |                                                                                                                           | R (Residential building) - Occupancies more than 15 residential units                                                                                                                        |
|                                                              | \$ 550.00         |                                                                                                                           | S (Storage building) - Occupancies                                                                                                                                                           |
|                                                              | \$ 170.00         |                                                                                                                           | U (Miscellaneous building) - Occupancies                                                                                                                                                     |
|                                                              | \$ 120.00         |                                                                                                                           | Interior Remodel and Finishes                                                                                                                                                                |
| <b>6.32.040 Hazardous Materials</b>                          |                   |                                                                                                                           |                                                                                                                                                                                              |
| Hazardous Materials                                          | \$ 575.00         |                                                                                                                           | To review and inspect hazardous materials compliance in occupancies using, storing, or handling hazardous materials greater than the permit amounts as indicated in the applicable fire code |
| <b>6.32.050 High-pile Storage</b>                            |                   |                                                                                                                           |                                                                                                                                                                                              |
| High-pile Storage                                            | \$ 575.00         |                                                                                                                           | To review and inspect high-pile storage compliance in occupancies storing high-pile stock as defined by the applicable fire code                                                             |
| <b>Inspections</b>                                           |                   |                                                                                                                           |                                                                                                                                                                                              |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                                                                                   | AMOUNT      | Proposed Change | COMMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------------------------------------------------------------------------------------------|-------------|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Re-inspection after failed inspection                                                                   | \$ 55.00    |                 | Per hour, 2 hour minimum                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Fire Sprinkler Plan Review                                                                              | \$ 500.00   |                 | 0 - 100 devices (sprinkler head, flow switch, retard chamber, etc...)                                                                                                                                                                                                                                                                                                                                                                         |
|                                                                                                         | \$ 575.00   |                 | 101 - 200 devices                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                                                                                         | \$ 675.00   |                 | 201 or more devices                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                                                                                         | \$ 120.00   |                 | Plus Additional for each floor above the first floor                                                                                                                                                                                                                                                                                                                                                                                          |
|                                                                                                         | \$ 120.00   |                 | Plus Additional for each riser after the first riser                                                                                                                                                                                                                                                                                                                                                                                          |
| Fire Alarm Plan Review                                                                                  | \$ 475.00   |                 | 0 - 50 devices (smoke detector, pull station, horn/strobe, etc)                                                                                                                                                                                                                                                                                                                                                                               |
|                                                                                                         | \$ 525.00   |                 | 51 - 100 devices                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                                                                                         | \$ 625.00   |                 | 101 or more devices                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Fixed Fire Plan Review                                                                                  | \$ 185.00   |                 | First system                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                                                                         | \$ 70.00    |                 | Each additional system within the same business                                                                                                                                                                                                                                                                                                                                                                                               |
| Shipping / Travel                                                                                       | \$ 90.00    |                 | Per hour - Retrofits, upgrades, or code compliance situations where only fire alarm monitoring is needed                                                                                                                                                                                                                                                                                                                                      |
| Special Permits                                                                                         | \$ 75.00    |                 | Effective for one year;<br>1) Bonfires, rubbish fires, or open burning;<br>2) Explosives & blasting caps;<br>3) Dry-cleaning plants;<br>4) Fireworks;<br>5) Installations alteration, removal, abandonment, retirement from service or other disposal of flammable or combustible-liquid tanks;<br>6) Erecting or operating a tent or air-supported structure covering an area in excess of 200 sq. feet unless used exclusively for camping. |
| Structure Permit Fee for Public Events                                                                  | \$ 28.00    |                 | Per structure (tents, canopies, etc...)                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>6.32.060 In-House Inspections and Reviews</b>                                                        |             |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Legend / Unit (with 2006 Equivalents)                                                                   | \$ 90.00    |                 | Plan Review (p)                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                                                                                                         | \$ 86.00    |                 | Inspection (i)                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Engine (e)                                                                                              | \$ 346.00   |                 | First Hour - On Duty                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                                                                                         | \$ 117.00   |                 | Each Subsequent Hour - On Duty                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                                                                                         | \$ 404.00   |                 | Overtime - first hour                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                                                                         | \$ 176.00   |                 | Overtime - Each Subsequent Hour                                                                                                                                                                                                                                                                                                                                                                                                               |
| Brush Truck (2 person - without Engine) (b)                                                             | \$ 281.00   |                 | First Hour - On Duty                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                                                                                         | \$ 52.00    |                 | Each Subsequent Hour - On Duty                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                                                                                         | \$ 307.00   |                 | Overtime - first hour                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                                                                         | \$ 79.00    |                 | Overtime - Each Subsequent Hour                                                                                                                                                                                                                                                                                                                                                                                                               |
| Plan Reviews                                                                                            | \$ 180.00   |                 | Development per plan (2 Plan Reviews)                                                                                                                                                                                                                                                                                                                                                                                                         |
| Pre-plan Submittal Consultations                                                                        | \$ 180.00   |                 | Per hour (assessed after first 30 minutes, in 1/2 hour increments) (2 Plan Reviews)                                                                                                                                                                                                                                                                                                                                                           |
| Hazardous Materials - see Chapter 2 of the International Fire Code of occupancy classification examples |             |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                                                                                                         | \$ 354.00   |                 | A (Assembly building) - (2 Plan Reviews + 2 hours)                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                                                                         | \$ 354.00   |                 | A (Assembly building) - (2 Plan Reviews + 2 hours)                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                                                                         | \$ 531.00   |                 | A (Assembly building) - (3 Plan Reviews + 3 hours)                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                                                                         | \$ 531.00   |                 | A (Assembly building) - (3 Plan Reviews + 3 hours)                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                                                                         | \$ 354.00   |                 | A (Assembly building) - (2 Plan Reviews + 2 hours)                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                                                                         | \$ 531.00   |                 | B (Business building) - (3 Plan Reviews + 3 hours)                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                                                                         | \$ 708.00   |                 | E (Educational building) - (4 Plan Reviews + 4 hours)                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                                                                         | \$ 708.00   |                 | F (Factory Industrial building) - Group 1 - (4 Plan Reviews + 4 hours)                                                                                                                                                                                                                                                                                                                                                                        |
|                                                                                                         | \$ 531.00   |                 | F (Factory Industrial building) - Group 2 - (3 Plan Reviews + 3 hours)                                                                                                                                                                                                                                                                                                                                                                        |
|                                                                                                         | \$ 885.00   |                 | H (High-hazard building) - Group 1 - (5 Plan Reviews + 5 hours)                                                                                                                                                                                                                                                                                                                                                                               |
|                                                                                                         | \$ 708.00   |                 | H (High-hazard building) - (4 Plan Reviews + 4 hours)                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                                                                         | \$ 531.00   |                 | H (High-hazard building) - (3 Plan Reviews + 3 hours)                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                                                                         | \$ 708.00   |                 | H (High-hazard building) - (4 Plan Reviews + 4 hours)                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                                                                         | \$ 1,149.00 |                 | H (High-hazard building) - Group 5 - Up to and including 100,000 square feet - (6 Plan Reviews + 7h)                                                                                                                                                                                                                                                                                                                                          |
|                                                                                                         | \$ 1,503.00 |                 | H (High-hazard building) - Group 5 - 100,001 to 200,000 square feet - (8 Plan Reviews + 9 hours)                                                                                                                                                                                                                                                                                                                                              |
|                                                                                                         | \$ 618.00   |                 | H (High-hazard building) - Group 5 - 200,001 or greater square feet, each additional square feet or fraction thereof - (3 Plan Reviews + 4 hours)                                                                                                                                                                                                                                                                                             |
|                                                                                                         | \$ 354.00   |                 | I (Institutional building) - (2 Plan Reviews + 2 hours)                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                                                         | \$ 885.00   |                 | I (Institutional building) - (5 Plan Reviews + 5 hours)                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                                                         | \$ 531.00   |                 | I (Institutional building) - (3 Plan Reviews + 3 hours)                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                                                         | \$ 354.00   |                 | I (Institutional building) - (2 Plan Reviews + 2 hours)                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                                                         | \$ 354.00   |                 | M (Mercantile building) - Up to and including 50,000 square feet - (2 Plan Reviews + 2 hours)                                                                                                                                                                                                                                                                                                                                                 |
|                                                                                                         | \$ 885.00   |                 | M (Mercantile building) - 50,001 or greater square feet - (5 Plan Reviews + 5 hours)                                                                                                                                                                                                                                                                                                                                                          |
|                                                                                                         | \$ 531.00   |                 | R (Residential building) - Group 1 - (3 Plan Reviews + 3 hours)                                                                                                                                                                                                                                                                                                                                                                               |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                                   | AMOUNT                        | Proposed Change   | COMMENTS                                                                                                                     |
|---------------------------------------------------------|-------------------------------|-------------------|------------------------------------------------------------------------------------------------------------------------------|
|                                                         | \$ 354.00                     |                   | R (Residential building) - Group 2 - (2 Plan Reviews + 2 hours)                                                              |
|                                                         | n/a                           |                   | R (Residential building) -                                                                                                   |
|                                                         | \$ 354.00                     |                   | R (Residential building) - Group 4 (2 Plan Reviews + 2 hours)                                                                |
|                                                         | \$ 531.00                     |                   | S (Storage building) - Group 1 - (3 Plan Reviews + 3 hours)                                                                  |
|                                                         | \$ 354.00                     |                   | S (Storage building) - Group 2 (2 Plan Reviews + 2 hours)                                                                    |
|                                                         | \$ 354.00                     |                   | U (Miscellaneous building) - (2 Plan Reviews + 2 hours)                                                                      |
| High Piled Storage                                      | \$ 528.00                     |                   | Up to and including 75,000 square feet - (3 Plan Reviews + 3 inspections)                                                    |
|                                                         | \$ 1,056.00                   |                   | 75,001 or greater square feet - (6 Plan Reviews + 6 inspections)                                                             |
| Subsequent Plan Submittals                              | 1.5x original Plan Review Fee |                   | 3rd & subsequent submittals                                                                                                  |
| Overtime Plan Reviews                                   | \$ 270.00                     |                   | First two hours or portion of thereof - (+3 Plan Reviews)                                                                    |
|                                                         | \$ 135.00                     |                   | per hour - Subsequent hours - (+1.5 Plan Reviews)                                                                            |
| Permit / Inspection                                     | 2 x Permit / Inspection Fee   |                   | Investigation (work without a permit), per incident                                                                          |
| Construction Permits                                    | Peak consulting fees          |                   | Automatic Fire Extinguishing                                                                                                 |
|                                                         | Peak consulting fees          |                   | Fire alarm and detection systems                                                                                             |
|                                                         | Peak consulting fees          |                   | Hydrants                                                                                                                     |
|                                                         | Peak consulting fees          |                   | Standpipe systems                                                                                                            |
|                                                         | \$ 174.00                     |                   | Temporary membrane structures, tents, and canopies - (2 hours)                                                               |
|                                                         | See Development Plan review   |                   | Fire lanes / site development                                                                                                |
| Operational Permits - Special Events and Fairs          | \$ 90.00                      |                   | Review of street closures less than 3 blocks (all directions) - (1 Plan Review)                                              |
|                                                         | \$ 262.00                     |                   | Review and inspection of street closures 3 - 6 blocks (all directions) - (1 Plan Review + 2 inspections)                     |
|                                                         | \$ 393.00                     |                   | Review and inspection of street closures greater than 6 blocks (all directions) - (1.5 Plan Reviews + 3 inspections)         |
|                                                         | \$ 87.00                      |                   | per permittable tent - Additional review and inspection fee for each permittable tent as part of a street closure - (1 hour) |
| Trip Fee                                                | \$ 86.00                      |                   | For third and each subsequent partial inspection - (1 inspections)                                                           |
| Reinspections                                           | \$ 129.00                     |                   | First and each subsequent incident - (1.5 inspections)                                                                       |
| Overtime Inspections                                    | \$ 258.00                     |                   | First two hours or portion of thereof - (+3 inspections)                                                                     |
|                                                         | \$ 129.00                     |                   | per hour - Subsequent hours - (+1.5 inspections)                                                                             |
| Search, Retrieval, and Copying of Documents and Records | \$ 20.00                      |                   | per hour - Document search and retrieval (assessed in 1/4 hour increments)                                                   |
|                                                         | \$ 20.00                      |                   | per hour - Document search and retrieval from archives (assessed in 1/4 hour increments)                                     |
|                                                         | \$ 0.25                       |                   | per page - Document copies and prints                                                                                        |
|                                                         | \$ 10.00                      |                   | per page - Blueprint / Plotter copies and prints                                                                             |
|                                                         | \$ 5.00                       |                   | per hour or portion thereof - Inspection of documents                                                                        |
|                                                         | \$ 20.00                      |                   | plus costs of photo processing - Photographs prints, full and/or partial roll                                                |
|                                                         | \$ 20.00                      |                   | plus cost per print - Digital images base rate                                                                               |
|                                                         | \$ 20.00                      |                   | per hour - Inspection, listening of recording or any audio / visual tape (assessed in 1/4 hour increments)                   |
|                                                         | \$ 8.00                       |                   | per tape - Holding of tape for any criminal or civil matter                                                                  |
|                                                         | \$ 50.00                      |                   | per hour or portion thereof - Environmental and hazardous materials incident research                                        |
| Standby Fire Watch                                      | \$ 129.00                     |                   | per person, per hour (1.5 inspections)                                                                                       |
| <b>EMERGENCY SERVICES</b>                               |                               | <b>FEE / FINE</b> | <b>COMMENTS</b>                                                                                                              |
| Engine or Truck Company (e)                             | \$ 346.00                     |                   | First hour (On-Duty)                                                                                                         |
|                                                         | \$ 117.00                     |                   | each Subsequent Hour (On-Duty)                                                                                               |
|                                                         | \$ 404.00                     |                   | First hour (Overtime)                                                                                                        |
|                                                         | \$ 176.00                     |                   | each Subsequent Hour (Overtime)                                                                                              |
| Brush Truck (Two Person - Without Engine) (b)           | \$ 281.00                     |                   | First hour (On-Duty)                                                                                                         |
|                                                         | \$ 52.00                      |                   | each Subsequent Hour (On-Duty)                                                                                               |
|                                                         | \$ 307.00                     |                   | First hour (Overtime)                                                                                                        |
|                                                         | \$ 79.00                      |                   | each Subsequent Hour (Overtime)                                                                                              |
| <b>EMS TRANSPORT SERVICES</b>                           |                               | <b>FEE / FINE</b> | <b>COMMENTS</b>                                                                                                              |
| Basic Life Support Transport                            | \$ 1,725.00                   | \$ 1,811.25       | Base rate for BLS transport                                                                                                  |
| Advanced Life Support Transport                         | \$ 2,044.00                   | \$ 2,146.20       | Base rate for ALS transport                                                                                                  |
| Advanced Life Support - Level 2                         | \$ 2,852.00                   | \$ 2,994.60       | Base rate for ALS Level 2 transport                                                                                          |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                                                                                                                                        | AMOUNT            | Proposed Change        | COMMENTS                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------------------|------------------------------------------|
|                                                                                                                                                              | \$ 32.00          |                        | Rate per transport mile                  |
| <b>MOBILITY AND PARKING</b>                                                                                                                                  |                   |                        |                                          |
| <b>PARKING CITATION FINES</b>                                                                                                                                | <b>FEE / FINE</b> | <b>Proposed Change</b> | <b>COMMENTS</b>                          |
| <b>Fine schedule for PARKING OFFENSES -<br/>Section 10.04.010</b>                                                                                            |                   |                        |                                          |
| 1203 - Parking for Certain Purposes Prohibited                                                                                                               |                   |                        |                                          |
| 1203(a) Greasing, painting, or repairing vehicle -<br>10.04.010(c)                                                                                           | \$ 25.00          |                        | First Citation                           |
|                                                                                                                                                              | \$ 35.00          |                        | Second Citation after additional 2 hours |
|                                                                                                                                                              | \$ 50.00          |                        | Third Offense after additional 2 hours   |
| 1203(b) Displaying advertising                                                                                                                               | \$ 25.00          |                        | First Citation                           |
|                                                                                                                                                              | \$ 35.00          |                        | Second Citation after additional 2 hours |
|                                                                                                                                                              | \$ 50.00          |                        | Third Offense after additional 2 hours   |
| 1203(c) Over 42 hours                                                                                                                                        | \$ 25.00          |                        | First Citation                           |
|                                                                                                                                                              | \$ 35.00          |                        | Second Citation after additional 2 hours |
|                                                                                                                                                              | \$ 50.00          |                        | Third Offense after additional 2 hours   |
| <b>1204 Stopping, Standing, or Parking Prohibited</b>                                                                                                        |                   |                        |                                          |
| 1204(1)(a) On sidewalk                                                                                                                                       | \$ 55.00          |                        | First Citation                           |
|                                                                                                                                                              | \$ 65.00          |                        | Second Citation after additional 2 hours |
|                                                                                                                                                              | \$ 75.00          |                        | Third Offense after additional 2 hours   |
| 1204(1)(b) Within an intersection                                                                                                                            | \$ 55.00          |                        | First Citation                           |
|                                                                                                                                                              | \$ 65.00          |                        | Second Citation after additional 2 hours |
|                                                                                                                                                              | \$ 75.00          |                        | Third Offense after additional 2 hours   |
| 1204(1)(c) On a crosswalk                                                                                                                                    | \$ 55.00          |                        | First Citation                           |
|                                                                                                                                                              | \$ 65.00          |                        | Second Citation after additional 2 hours |
|                                                                                                                                                              | \$ 75.00          |                        | Third Offense after additional 2 hours   |
| 1204(1)(e) Alongside or opposite street excavation or<br>obstruction when obstructs traffic                                                                  | \$ 55.00          |                        | First Citation                           |
|                                                                                                                                                              | \$ 65.00          |                        | Second Citation after additional 2 hours |
|                                                                                                                                                              | \$ 75.00          |                        | Third Offense after additional 2 hours   |
| 1204(1)(f) On the roadway side of any vehicle stopped<br>or parked at the edge of curb or street                                                             | \$ 35.00          |                        | First citation                           |
|                                                                                                                                                              | \$ 45.00          |                        | Second Citation after additional 2 hours |
|                                                                                                                                                              | \$ 55.00          |                        | Third Offense after additional 2 hours   |
| 1204(1)(g) On bridge or elevated highway structure<br>or highway tunnel                                                                                      | \$ 25.00          |                        | First citation                           |
|                                                                                                                                                              | \$ 35.00          |                        | Second Citation after additional 2 hours |
|                                                                                                                                                              | \$ 45.00          |                        | Third Offense after additional 2 hours   |
| 1204(1)(i) On controlled access highway                                                                                                                      | \$ 25.00          |                        | First Citation                           |
|                                                                                                                                                              | \$ 35.00          |                        | Second Citation after additional 2 hours |
|                                                                                                                                                              | \$ 45.00          |                        | Third Offense after additional 2 hours   |
| 1204(1)(j) In area between roadways on divided<br>highway                                                                                                    | \$ 35.00          |                        | First Citation                           |
|                                                                                                                                                              | \$ 45.00          |                        | Second Citation after additional 2 hours |
|                                                                                                                                                              | \$ 55.00          |                        | Third Offense after additional 2 hours   |
| 1204(1)(k) Any other place where official signs<br>prohibit                                                                                                  | \$ 35.00          |                        | First Citation                           |
|                                                                                                                                                              | \$ 45.00          |                        | Second Citation after additional 2 hours |
|                                                                                                                                                              | \$ 55.00          |                        | Third Offense after additional 2 hours   |
| 1204(2)(a) Within 5' of public or private driveway                                                                                                           | \$ 35.00          |                        | First citation                           |
|                                                                                                                                                              | \$ 45.00          |                        | Second Citation after additional 2 hours |
|                                                                                                                                                              | \$ 55.00          |                        | Third Offense after additional 2 hours   |
| 1204(2)(b) Within 15' of a hydrant                                                                                                                           | \$ 150.00         |                        | First Citation                           |
|                                                                                                                                                              | \$ 250.00         |                        | Second Citation after additional 2 hours |
|                                                                                                                                                              | \$ 499.00         |                        | Third Offense after additional 2 hours   |
| 1204(2)(c) Within 20' of a crosswalk at an<br>intersection                                                                                                   | \$ 35.00          |                        | First citation                           |
|                                                                                                                                                              | \$ 45.00          |                        | Second Citation after additional 2 hours |
|                                                                                                                                                              | \$ 55.00          |                        | Third Offense after additional 2 hours   |
| 1204(2)(d) Within 30' upon approach to a flashing<br>signal, stop sign, yield sign, or traffic control signal                                                | \$ 35.00          |                        | First citation                           |
|                                                                                                                                                              | \$ 45.00          |                        | Second Citation after additional 2 hours |
|                                                                                                                                                              | \$ 55.00          |                        | Third Offense after additional 2 hours   |
| 1204(2)(e) Within 20' of the driveway entrance to<br>any fire station, or on the opposite side of the street<br>from the entrance, or within 75' when posted | \$ 35.00          |                        | First Citation                           |
|                                                                                                                                                              | \$ 45.00          |                        | Second Citation after additional 2 hours |
|                                                                                                                                                              | \$ 55.00          |                        | Third Offense after additional 2 hours   |
| 1204(3)(b) Fire Lane                                                                                                                                         | \$ 150.00         |                        | First Citation                           |
|                                                                                                                                                              | \$ 250.00         |                        | Second Citation after additional 2 hours |
|                                                                                                                                                              | \$ 499.00         |                        | Third Offense after additional 2 hours   |
| 1204(5) Moving a vehicle not lawfully under control<br>into prohibited area or away from curb unlawful<br>distance                                           | \$ 35.00          |                        | First Citation                           |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                                                                                                                              | AMOUNT    | Proposed Change | COMMENTS                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------|------------------------------------------|
|                                                                                                                                                    | \$ 45.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                    | \$ 55.00  |                 | Third Offense after additional 2 hours   |
| 1204(6) Violation of restrictions indicated by traffic control devices placed by local authority or violation of parking time limit - 10.04.010(f) | \$ 35.00  |                 | First citation                           |
|                                                                                                                                                    | \$ 75.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                    | \$ 105.00 |                 | Third Offense after additional 2 hours   |
| 1204(7) Parking adjacent to any yellow curb or designated "Reserved" - 10.04.010(g)                                                                | \$ 35.00  |                 | First Citation                           |
|                                                                                                                                                    | \$ 45.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                    | \$ 55.00  |                 | Third Offense after additional 2 hours   |
| 1204(8) Parking prohibited at designated bus stop, tour-bus stop, or trolley stop - 10.04.010(f)                                                   | \$ 55.00  |                 | First citation                           |
|                                                                                                                                                    | \$ 65.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                    | \$ 75.00  |                 | Third Offense after additional 2 hours   |
| 1204(9) Violation of restrictions indicated by traffic control devices placed by local authority or violation of parking time limit - 10.04.010(f) | \$ 35.00  |                 | First Citation                           |
|                                                                                                                                                    | \$ 75.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                    | \$ 105.00 |                 | Third Offense after additional 2 hours   |
| <b>1205 Parking at Curb or Edge of Roadway</b>                                                                                                     |           |                 |                                          |
| 1205(1) Two way road more than 12" from curb                                                                                                       | \$ 35.00  |                 | First Citation                           |
|                                                                                                                                                    | \$ 45.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                    | \$ 55.00  |                 | Third Offense after additional 2 hours   |
| 1205(1) One way road more than 12" from curb                                                                                                       | \$ 35.00  |                 | First Citation                           |
|                                                                                                                                                    | \$ 45.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                    | \$ 55.00  |                 | Third Offense after additional 2 hours   |
| 1208 Parking Privileged for Person with Disabilities (see also 10.12.012)                                                                          |           |                 |                                          |
|                                                                                                                                                    | \$ 150.00 |                 | First Citation                           |
|                                                                                                                                                    | \$ 250.00 |                 | Second Citation after additional 2 hours |
|                                                                                                                                                    | \$ 499.00 |                 | Third Offense after additional 2 hours   |
| 1212 All Night Parking Prohibited (other than physicians or persons on emergency calls - when signed 3:00 a.m. - 6:00 a.m.)                        |           |                 |                                          |
|                                                                                                                                                    | \$ 35.00  |                 | First Citation                           |
|                                                                                                                                                    | \$ 45.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                    | \$ 55.00  |                 | Third Offense after additional 2 hours   |
| <b>10.12.010 Parking Prohibited Where and When</b>                                                                                                 |           |                 |                                          |
| 10.12.010(A) Metered Parking On-Street - Failure to Pay or Expired Meter, Failure to comply with posted rules                                      | \$ 35.00  |                 | First Citation                           |
|                                                                                                                                                    | \$ 75.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                    | \$ 105.00 |                 | Third Offense after additional 2 hours   |
| 10.12.010(B) Metered Parking On-Street - Failure to Pay or Expired Meter, Failure to comply with posted rules (no Reservation in Barr Lot)         | \$ 70.00  |                 | First Citation                           |
|                                                                                                                                                    | \$ 100.00 |                 | Second Citation after additional 2 hours |
|                                                                                                                                                    | \$ 150.00 |                 | Third Offense after additional 2 hours   |
| 10.12.012 Handicapped Parking Spaces (see also 1208)                                                                                               | \$ 150.00 |                 | First Citation                           |
|                                                                                                                                                    | \$ 250.00 |                 | Second Citation after additional 2 hours |
|                                                                                                                                                    | \$ 499.00 |                 | Third Offense after additional 2 hours   |
| <b>10.12.014(C) Center Lane</b>                                                                                                                    |           |                 |                                          |
| 10.12.014(C)(1) Failure to Obtain/Display Required Permit or Placard                                                                               | \$ 45.00  |                 | First Citation                           |
|                                                                                                                                                    | \$ 45.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                    | \$ 45.00  |                 | Third Offense after additional 2 hours   |
| 10.12.014(C)(2) with Vehicle Emergency Warning Lamps Flashing                                                                                      | \$ 45.00  |                 | First Citation                           |
|                                                                                                                                                    | \$ 45.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                    | \$ 45.00  |                 | Third Offense after additional 2 hours   |
| 10.12.014(C)(3) Over 15 Minutes and/or No Active Loading/Unloading                                                                                 | \$ 45.00  |                 | First Citation                           |
|                                                                                                                                                    | \$ 45.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                    | \$ 45.00  |                 | Third Offense after additional 2 hours   |
| 10.12.014(C)(4) Within 20' of a Pedestrian Crosswalk                                                                                               | \$ 50.00  |                 | First Citation                           |
|                                                                                                                                                    | \$ 50.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                    | \$ 50.00  |                 | Third Offense after additional 2 hours   |
| 10.12.015 Oversized Vehicles/Trailers/Recreational Vehicles                                                                                        | WARNING   |                 | First Citation                           |
|                                                                                                                                                    | \$ 35.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                    | \$ 50.00  |                 | Third Offense after additional 2 hours   |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                                                                                                                                                                          | AMOUNT                                    | Proposed Change | COMMENTS                                                                                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>10.12.019 Parking In Residential Permit Parking Area</b>                                                                                                                                    |                                           |                 |                                                                                                                                                                                                       |
| 10.12.019 Failure to Display Permit                                                                                                                                                            | \$ 5.00                                   |                 | First Citation                                                                                                                                                                                        |
|                                                                                                                                                                                                | \$ 10.00                                  |                 | Second Citation after additional 2 hours                                                                                                                                                              |
|                                                                                                                                                                                                | \$ 15.00                                  |                 | Third Offense after additional 2 hours                                                                                                                                                                |
| 10.12.019 Unpermitted Parking RPP                                                                                                                                                              | \$ 70.00                                  |                 | First Citation                                                                                                                                                                                        |
|                                                                                                                                                                                                | \$ 100.00                                 |                 | Second Citation after additional 2 hours                                                                                                                                                              |
|                                                                                                                                                                                                | \$ 150.00                                 |                 | Third Offense after additional 2 hours                                                                                                                                                                |
| 10.12.030 Violation - Authority to Boot Vehicle (Removal Fee)                                                                                                                                  | \$ 100.00                                 |                 | 3 - 5 unpaid tickets                                                                                                                                                                                  |
|                                                                                                                                                                                                | \$ 200.00                                 |                 | 6 - 8 unpaid tickets                                                                                                                                                                                  |
|                                                                                                                                                                                                | \$ 300.00                                 |                 | 9 + unpaid tickets                                                                                                                                                                                    |
| All parking offenses for which payment is not received within 30 days after the date of the offense, or which is not scheduled for a Court appearance, shall incur an additional fine of \$10. |                                           |                 |                                                                                                                                                                                                       |
| <b>12.34.010 Roll-off dumpsters, storage pods, or other large immovable Objects</b>                                                                                                            |                                           |                 |                                                                                                                                                                                                       |
| 12.34.010.A.3 Permit fees                                                                                                                                                                      |                                           |                 |                                                                                                                                                                                                       |
| Paid Parking Areas:                                                                                                                                                                            | \$ 100.00                                 |                 | 1 week - on season *                                                                                                                                                                                  |
|                                                                                                                                                                                                | \$ 50.00                                  |                 | 1 week - off season **                                                                                                                                                                                |
|                                                                                                                                                                                                | \$ 300.00                                 |                 | 2 weeks - on season *                                                                                                                                                                                 |
|                                                                                                                                                                                                | \$ 100.00                                 |                 | 2 weeks - off season **                                                                                                                                                                               |
|                                                                                                                                                                                                | \$ 400.00                                 |                 | Up to 30 days - on season *                                                                                                                                                                           |
|                                                                                                                                                                                                | \$ 200.00                                 |                 | Up to 30 days - off season **                                                                                                                                                                         |
| Additional months or portions thereof charged 100% based fee up to three months in any 12-month period                                                                                         |                                           |                 |                                                                                                                                                                                                       |
| All Other Streets or Sidewalks:                                                                                                                                                                | \$ 30.00                                  |                 | 1 week - on season *                                                                                                                                                                                  |
|                                                                                                                                                                                                | \$ 15.00                                  |                 | 1 week - off season **                                                                                                                                                                                |
|                                                                                                                                                                                                | \$ 75.00                                  |                 | 2 weeks - on season *                                                                                                                                                                                 |
|                                                                                                                                                                                                | \$ 40.00                                  |                 | 2 weeks - off season **                                                                                                                                                                               |
|                                                                                                                                                                                                | \$ 300.00                                 |                 | Up to 30 days - on season *                                                                                                                                                                           |
|                                                                                                                                                                                                | \$ 200.00                                 |                 | Up to 30 days - off season **                                                                                                                                                                         |
| * On-season is May 1 through September 30                                                                                                                                                      |                                           |                 |                                                                                                                                                                                                       |
| ** Off-season is October 1 through April 30                                                                                                                                                    |                                           |                 |                                                                                                                                                                                                       |
| <b>MOVING &amp; CONSTRUCTION PERMIT FEES</b>                                                                                                                                                   |                                           |                 |                                                                                                                                                                                                       |
| Construction Activity Permits                                                                                                                                                                  | \$ 25.00                                  |                 | One on-street parking space for a specific vehicle up to one day (8 hours)                                                                                                                            |
|                                                                                                                                                                                                | \$ 15.00                                  |                 | Each add'l day over one, per day, up to 10 days. A discount may be applied at the discretion of the City for multiple permits issued for the same construction site and/or for multiple days over 10. |
| Moving Permits                                                                                                                                                                                 | \$ 15.00                                  |                 | One on-street parking space for a specific vehicle up to one day (8 hours)                                                                                                                            |
|                                                                                                                                                                                                | \$ 35.00                                  |                 | Two on-street parking spaces for a specific vehicle up to one day (8 hours)                                                                                                                           |
|                                                                                                                                                                                                | \$ 60.00                                  |                 | Three or more on-street parking spaces for a specific vehicle up to one day (8 hours)                                                                                                                 |
|                                                                                                                                                                                                | \$ 5.00                                   |                 | Each add'l day over one, per day                                                                                                                                                                      |
| <b>CENTER LANE PERMIT FEES</b>                                                                                                                                                                 |                                           |                 |                                                                                                                                                                                                       |
| 10.12.014 Delivery vehicle of Manitou Ave center lane                                                                                                                                          |                                           |                 |                                                                                                                                                                                                       |
| D. Application, eligibility, & requirements for delivery permits                                                                                                                               | \$10.00 initial/<br>\$3.00 annual renewal |                 | Application - delivery permit                                                                                                                                                                         |
| E. Application, eligibility, & requirements for Merchandise Pickup placards                                                                                                                    |                                           |                 | Application fee - merchandise pick-up placard                                                                                                                                                         |
|                                                                                                                                                                                                | \$ 10.00                                  |                 | 1st Replacement                                                                                                                                                                                       |
|                                                                                                                                                                                                | \$ 15.00                                  |                 | 2nd Replacement                                                                                                                                                                                       |
|                                                                                                                                                                                                | \$ 20.00                                  |                 | 3rd or more Replacement                                                                                                                                                                               |
| <b>PARKING LOT PERMIT FEES</b>                                                                                                                                                                 |                                           |                 |                                                                                                                                                                                                       |
|                                                                                                                                                                                                | \$30.00/mon                               |                 | Annual Permit 24/7/365 Jan - Dec                                                                                                                                                                      |
| PM Permit                                                                                                                                                                                      | \$ 50.00                                  |                 | 4PM to 10AM                                                                                                                                                                                           |
| Senior Lunch Program Permit                                                                                                                                                                    | \$0 - no charge                           |                 | Up to 10 permits for Senior Lunch Program M-F 11am - 1:30pm Jan - Dec                                                                                                                                 |
| Prospect Lot - 833 Prospect Pl (owned by City - 40 +/- spaces)                                                                                                                                 | \$ 80.00                                  |                 | Annual Permit 24/7/365 Jan - Dec                                                                                                                                                                      |
| Smischny Lot - 1134 Manitou Ave (owned by Metro District - 42 spaces)                                                                                                                          | \$ 240.00                                 |                 | Annual Permit 24/7/365 Jan - Dec                                                                                                                                                                      |
| Wichita Lot - 708 Manitou Ave (owned by Metro District - 85 spaces)                                                                                                                            | \$ 240.00                                 |                 | Annual Permit 24/7/365 Jan - Dec                                                                                                                                                                      |
| PM Permit                                                                                                                                                                                      | \$ 50.00                                  |                 | 4PM to 10AM                                                                                                                                                                                           |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                    | AMOUNT                                    | Proposed Change                                                                                                                                                             | COMMENTS                                                                                                                                                          |
|------------------------------------------|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| RESIDENTIAL PARKING PERMIT FEES (RPP)    | FEE / FINE                                | Proposed Change                                                                                                                                                             | COMMENTS                                                                                                                                                          |
| Permit #1                                | Free                                      |                                                                                                                                                                             | Each Residential Dwelling Unit (HOUSEHOLD) demonstrating need within a designated RPP Area will be provided one Permit minimum                                    |
| Permit #2                                | Free                                      |                                                                                                                                                                             | Subject to availability of parking inventory, a second permit may be issued                                                                                       |
| Permit #3                                | \$25.00/<br>household                     |                                                                                                                                                                             | Issuance of Permits 3-5 will be considered only after it is established that there is sufficient on-street inventory and demonstration of need                    |
| Permit #4                                | \$ 30.00                                  |                                                                                                                                                                             |                                                                                                                                                                   |
| Permit #5                                | \$ 40.00                                  |                                                                                                                                                                             |                                                                                                                                                                   |
| Resident Guest/Day Pass Permits          | Included in initial permits<br>\$1.00 per |                                                                                                                                                                             | Guest Hang Tags - Up to two per dwelling<br>*This will be charged per permit up to 10<br>Day Pass Hang Tags - Up to 10 unless add'l approved by RPP Manager       |
| Non-Resident Permits                     | \$ 5.00                                   |                                                                                                                                                                             | Non-Resident Owner Permit<br>Non-Resident of RPP Area Permit - Subject to availability within RPP Area                                                            |
| Business/Employee Permit                 | \$ 5.00                                   |                                                                                                                                                                             | Business located in RPP Area<br>Business located outside RPP Area - Subject to availability within RPP Area<br>Lodging and B&B (in RPP)<br>Church/Religious/Civic |
| Workman/Realtor                          | \$ 5.00                                   |                                                                                                                                                                             | Day Pass - Specific to RPP Area                                                                                                                                   |
|                                          | \$ 75.00                                  |                                                                                                                                                                             | Yearly Permit - Good for all RPP Areas                                                                                                                            |
|                                          | \$ 30.00                                  |                                                                                                                                                                             | Temporary Constructions - Good for up to 45 days                                                                                                                  |
| Replacement of Lost or Stolen Tags       | \$ 10.00                                  |                                                                                                                                                                             | Replacement of Lost or Stolen Tags                                                                                                                                |
| 10.12.18 Permit to Block Driveway in RPP | \$ 30.00                                  | Remove Fee - not used.<br>Only parkers with an approved RPP permit may block their driveway                                                                                 | Permit to allow occupant of property to block residential driveway in RPP area                                                                                    |
| Downtown Employee Parking Permit         | \$ 100.00                                 |                                                                                                                                                                             | Permit to allow downtown employees to park in 400 Manitou Ave. or the Prospect Lot.                                                                               |
| PARKING RATES                            | FEE / FINE                                | Proposed Change                                                                                                                                                             | COMMENTS                                                                                                                                                          |
| On streets - 5 am - 6 pm - 7 days a week |                                           | All Parking to start at 5:00am                                                                                                                                              |                                                                                                                                                                   |
| Zone 1 (Summer May1 - Sept 30)           | \$ 2.00                                   | Remove Fee - Rate is adjusted in compliance with City of Manitou Springs Quarterly Parking Occupancy Rate Adjustment Fee Schedule adopted 6/7/2022 via Resolution No. 1022. | 1-3 hours<br>*See seasonal rate proposal, pricing may vary based on occupancy data                                                                                |
|                                          | \$ 5.00                                   | Remove Fee - Rate is adjusted in compliance with City of Manitou Springs Quarterly Parking Occupancy Rate Adjustment Fee Schedule adopted 6/7/2022 via Resolution No. 1022. | 4-5 hours *See seasonal rate proposal, pricing may vary based on occupancy data                                                                                   |
|                                          | \$ 10.00                                  | Remove Fee - Rate is adjusted in compliance with City of Manitou Springs Quarterly Parking Occupancy Rate Adjustment Fee Schedule adopted 6/7/2022 via Resolution No. 1022. | 6+ hours *See seasonal rate proposal, pricing may vary based on occupancy data                                                                                    |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                         | AMOUNT   | Proposed Change                                                                                                                                                             | COMMENTS                                                                                  |
|-----------------------------------------------|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| Zone 1 (Winter M-Th, Oct 1 - April 30) \$     | 1.50     | Remove Fee - Rate is adjusted in compliance with City of Manitou Springs Quarterly Parking Occupancy Rate Adjustment Fee Schedule adopted 6/7/2022 via Resolution No. 1022. | each hour 1-3 hours *See seasonal rate proposal, pricing may vary based on occupancy data |
|                                               | \$ 2.00  | Remove Fee - Rate is adjusted in compliance with City of Manitou Springs Quarterly Parking Occupancy Rate Adjustment Fee Schedule adopted 6/7/2022 via Resolution No. 1022. | each hour 4-5 hours *See seasonal rate proposal, pricing may vary based on occupancy data |
|                                               | \$ 5.00  | Remove Fee - Rate is adjusted in compliance with City of Manitou Springs Quarterly Parking Occupancy Rate Adjustment Fee Schedule adopted 6/7/2022 via Resolution No. 1022. | each hour 6-7 hours *See seasonal rate proposal, pricing may vary based on occupancy data |
|                                               | \$ 10.00 | Remove Fee - Rate is adjusted in compliance with City of Manitou Springs Quarterly Parking Occupancy Rate Adjustment Fee Schedule adopted 6/7/2022 via Resolution No. 1022. | each hour 7+ hours *See seasonal rate proposal, pricing may vary based on occupancy data  |
| Zone 1 (Winter F,Sa,Sun, Oct 1 - April 30) \$ | 2.00     | Remove Fee - Rate is adjusted in compliance with City of Manitou Springs Quarterly Parking Occupancy Rate Adjustment Fee Schedule adopted 6/7/2022 via Resolution No. 1022. | each hour 1-3 hours *See seasonal rate proposal, pricing may vary based on occupancy data |
|                                               | \$ 5.00  | Remove Fee - Rate is adjusted in compliance with City of Manitou Springs Quarterly Parking Occupancy Rate Adjustment Fee Schedule adopted 6/7/2022 via Resolution No. 1022. | each hour 4-5 hours *See seasonal rate proposal, pricing may vary based on occupancy data |
|                                               | \$ 10.00 | Remove Fee - Rate is adjusted in compliance with City of Manitou Springs Quarterly Parking Occupancy Rate Adjustment Fee Schedule adopted 6/7/2022 via Resolution No. 1022. | each hour 6+ hours *See seasonal rate proposal, pricing may vary based on occupancy data  |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                                   | AMOUNT                | Proposed Change                                                                                                                                                             | COMMENTS                                                                                                      |
|---------------------------------------------------------|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| Zone 2 (Year-round)                                     | \$ 1.50               | Remove Fee - Rate is adjusted in compliance with City of Manitou Springs Quarterly Parking Occupancy Rate Adjustment Fee Schedule adopted 6/7/2022 via Resolution No. 1022. | each hour 1-3 hours *See seasonal rate proposal, pricing may vary based on occupancy data                     |
|                                                         | \$ 2.00               | Remove Fee - Rate is adjusted in compliance with City of Manitou Springs Quarterly Parking Occupancy Rate Adjustment Fee Schedule adopted 6/7/2022 via Resolution No. 1022. | each hour 4-5 hours *See seasonal rate proposal, pricing may vary based on occupancy data                     |
|                                                         | \$ 5.00               | Remove Fee - Rate is adjusted in compliance with City of Manitou Springs Quarterly Parking Occupancy Rate Adjustment Fee Schedule adopted 6/7/2022 via Resolution No. 1022. | each hour 6-7 hours *See seasonal rate proposal, pricing may vary based on occupancy data                     |
|                                                         | \$ 10.00              | Remove Fee - Rate is adjusted in compliance with City of Manitou Springs Quarterly Parking Occupancy Rate Adjustment Fee Schedule adopted 6/7/2022 via Resolution No. 1022. | 7+ hours *See seasonal rate proposal, pricing may vary based on occupancy data                                |
| Zone 3 Economy (Year Round)                             |                       | Remove Fee - Rate is adjusted in compliance with City of Manitou Springs Quarterly Parking Occupancy Rate Adjustment Fee Schedule adopted 6/7/2022 via Resolution No. 1022. | Flat rate pricing.*See seasonal rate proposal, pricing may vary based on occupancy data                       |
| Other Locations                                         |                       |                                                                                                                                                                             | *See seasonal rate proposal                                                                                   |
| Public Lots                                             | See Zone Fees         |                                                                                                                                                                             | See Zone Fees                                                                                                 |
|                                                         | See Zone Fees         |                                                                                                                                                                             | Lots are now included in zones, no all day option                                                             |
| Barr Trail Parking Lot                                  | \$20/ vehicle per day | Remove Fee - Rate is adjusted in compliance with City of Manitou Springs Quarterly Parking Occupancy Rate Adjustment Fee Schedule adopted 6/7/2022 via Resolution No. 1022. | *See seasonal rate proposal, pricing may vary based on occupancy data                                         |
| Dillon Mobility Hub                                     | \$5.00                | Add fee for Dillon Lot                                                                                                                                                      | \$5.00 Flat Rate. No in out privileges.                                                                       |
| Winter Street and Ruxton Ave south of Osage             | \$ -                  | Remove - No paid parking in this area.                                                                                                                                      | each hour ***See Note below                                                                                   |
| *** There is no paid parking in Ruxton RPP.             |                       |                                                                                                                                                                             |                                                                                                               |
| Ruxton Ave from Manitou Ave to Osage Ave<br>5 am - 6 pm | \$ -                  | Change start time to 5:00am                                                                                                                                                 | maximum of 2 hours, per day *See seasonal rate proposal, pricing may vary based on occupancy data             |
|                                                         | \$ 2.00               | Delete this line. Not needed.                                                                                                                                               | each hour - maximum of 2 hours, per day *See seasonal rate proposal, pricing may vary based on occupancy data |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                                                                                                                                                                                                                  | AMOUNT             | Proposed Change                          | COMMENTS                                                                                                                                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Hiawatha Gardens parking spaces, reserved for exclusive use by event organizer (Event policy attached to end of fee schedule)                                                                                                          | Included in Zone 2 |                                          | Request must be submitted to Parking Dpt., at least 30 days prior to event for use of portion of the parking lot, no more than 1/2 of the area.           |
| Hiawatha Gardens Reservation                                                                                                                                                                                                           | \$ 16.00           |                                          | 3 hour reservation                                                                                                                                        |
|                                                                                                                                                                                                                                        | \$ 25.00           |                                          | 5 hour reservation                                                                                                                                        |
|                                                                                                                                                                                                                                        | \$ 50.00           |                                          | All Day reservation                                                                                                                                       |
| Parking Passcard                                                                                                                                                                                                                       | TBD                |                                          | Pricing to be determined by Department                                                                                                                    |
| Resident Parking Recharge                                                                                                                                                                                                              | TBD                |                                          | Pricing to be determined by Department                                                                                                                    |
| Mobile Payment Convenience Fee per transaction                                                                                                                                                                                         | \$ 0.40            | Add Convenience Fee                      | Convenience fee to cover cost of mobile parking service.                                                                                                  |
| Special Event Parking                                                                                                                                                                                                                  | up to \$20         | Add Special Event Parking Fee up to \$20 | Mobility and Parking staff is allowed to set special event parking rates up to \$20 per day to facilitate parking in support the events.                  |
| *Progressive Rate Structure - Parking rates may change in \$0.25 - \$0.50 increments up or down per hour based on occupancy data per zone. Barr Trail Lot rates may change in increments of \$2.50 up or down based on occupancy data. |                    |                                          |                                                                                                                                                           |
| ELECTRIC VEHICLE PUBLIC CHARGING SERVICE                                                                                                                                                                                               | FEE / FINE         | Proposed Change                          | COMMENTS                                                                                                                                                  |
| Direct Current Fast Charger (DCFC)                                                                                                                                                                                                     |                    |                                          | 15% ADMIN FEE OVER CSU RATES CHARGED                                                                                                                      |
| On-Peak, per kWh \$0.5400 + 15%                                                                                                                                                                                                        | .62/kWh            |                                          |                                                                                                                                                           |
| Off-Peak, per kWh \$0.2200 + 15%                                                                                                                                                                                                       | .25/kWh            |                                          |                                                                                                                                                           |
| Idle Rate, per minute \$0.3000 + 15%                                                                                                                                                                                                   | .35/min            |                                          | Idle rate applicable 15 minutes after charge is complete                                                                                                  |
| Electric Vehicle Public Charging Service                                                                                                                                                                                               |                    |                                          | Time-of-Day -- Level 2                                                                                                                                    |
| On-Peak, per kWh \$0.3100 + 15%                                                                                                                                                                                                        | .36/kWh            |                                          |                                                                                                                                                           |
| Off-Peak, per kWh \$0.1200 + 15%                                                                                                                                                                                                       | .14/kWh            |                                          |                                                                                                                                                           |
| Idle Rate, per minute \$0.1000 + 15%                                                                                                                                                                                                   | .12/min            |                                          | Idle rate is applicable 15 minutes after charge is complete                                                                                               |
| NEIGHBORHOOD SERVICES                                                                                                                                                                                                                  |                    |                                          |                                                                                                                                                           |
| Ch 6.08 Nuisances                                                                                                                                                                                                                      | \$ 275.00          |                                          | Abatement of conditions of nuisance                                                                                                                       |
|                                                                                                                                                                                                                                        | \$ 125.00          |                                          | Per hour                                                                                                                                                  |
| Trash Violation- Citation (Daily)                                                                                                                                                                                                      | \$ 250.00          |                                          | 1st First offense in 12 month period                                                                                                                      |
|                                                                                                                                                                                                                                        | \$ 400.00          |                                          | 2nd Second offense in 12 month period                                                                                                                     |
|                                                                                                                                                                                                                                        | \$ 700.00          |                                          | 3rd Additional offense in 12 month period                                                                                                                 |
|                                                                                                                                                                                                                                        |                    |                                          | 4th Mandatory Citation to Appear in Court                                                                                                                 |
| Compliance Reinspection fine                                                                                                                                                                                                           | \$ 250.00          |                                          | First inspection for compliance following a notice to abate shall not incur a fee, each reinspection for compliance shall carry a \$250 fine.             |
| Property Clean Up                                                                                                                                                                                                                      | \$ 1,100.00        |                                          | Minimum Charge (1-2 Hours)                                                                                                                                |
|                                                                                                                                                                                                                                        | \$ 700.00          |                                          | Each additional hour                                                                                                                                      |
|                                                                                                                                                                                                                                        | \$ 400.00          |                                          | Use of Heavy Equipment per hour                                                                                                                           |
| Disposal of Biohazard, Chemical, and/or Waste Materials                                                                                                                                                                                | Actual             |                                          | Additional Charge                                                                                                                                         |
| PARKS AND RECREATION                                                                                                                                                                                                                   |                    |                                          |                                                                                                                                                           |
| CRYSTAL VALLEY CEMETERY FEES                                                                                                                                                                                                           | FEE / FINE         | Proposed Change                          | COMMENTS (AMENDED 1 / 1 / 2025)                                                                                                                           |
| 12.28.040 Full Burial Plot                                                                                                                                                                                                             | \$ 866.00          |                                          | Resident                                                                                                                                                  |
|                                                                                                                                                                                                                                        | \$ 1,458.00        |                                          | Non-Resident                                                                                                                                              |
|                                                                                                                                                                                                                                        | \$ 315.00          |                                          | Resident infants under 6 months                                                                                                                           |
|                                                                                                                                                                                                                                        | \$ 391.00          |                                          | Non-Resident infant under 6 months                                                                                                                        |
| Cremation Plot                                                                                                                                                                                                                         | \$ 394.00          |                                          | Resident                                                                                                                                                  |
|                                                                                                                                                                                                                                        | \$ 605.00          |                                          | Non-Resident                                                                                                                                              |
| 12.28.091 Green Burials                                                                                                                                                                                                                | \$ 1,077.00        |                                          | Resident                                                                                                                                                  |
|                                                                                                                                                                                                                                        | \$ 1,678.00        |                                          | Non-Resident                                                                                                                                              |
| Columbarium                                                                                                                                                                                                                            | \$ 925.00          |                                          | One Niche - Resident (includes first engraving, first Opening/Closing)                                                                                    |
|                                                                                                                                                                                                                                        | \$ 1,850.00        |                                          | One Niche - Non-Resident (includes first engraving, first Opening/Closing)                                                                                |
|                                                                                                                                                                                                                                        | \$ 625.00          |                                          | Ossuary - Resident (includes engraving & opening/closing)                                                                                                 |
|                                                                                                                                                                                                                                        | \$ 1,250.00        |                                          | Ossuary - Non-Resident (includes engraving & opening/closing)                                                                                             |
|                                                                                                                                                                                                                                        | \$ 250.00          |                                          | Final Engraving (Niche)                                                                                                                                   |
| Maintenance Fee                                                                                                                                                                                                                        | 10%                |                                          | All customers - Added at time of purchase of Plot/Niche                                                                                                   |
| 12.28.150 Opening/Closing                                                                                                                                                                                                              | \$ 1,077.00        |                                          | Full Burial & Green Burial                                                                                                                                |
|                                                                                                                                                                                                                                        | \$ 2,154.00        |                                          | Full Burial & Green Burial Saturdays & Sundays. Per ordinance Sat & Sun are double the normal fees.                                                       |
|                                                                                                                                                                                                                                        | \$ 336.00          |                                          | Infants under 6 months                                                                                                                                    |
|                                                                                                                                                                                                                                        | \$ 672.00          |                                          | Infants under 6 months Saturdays & Sundays. Per ordinance Sat & Sun are double the normal fees.                                                           |
|                                                                                                                                                                                                                                        | \$ 551.00          |                                          | Cremation - Note - if more than one cremation to be interred in a full burial plot at the same time, then maximum fee charged is the rate for Full Burial |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                             | AMOUNT            | Proposed Change        | COMMENTS                                                                                                                                                                                                                         |
|---------------------------------------------------|-------------------|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                   | \$ 1,102.00       |                        | Cremation Saturdays & Sundays. Per ordinance Sat & Sun are double the normal fees. Note - if more than one cremation to be interred in a full burial plot at the same time, then maximum fee charged is the rate for Full Burial |
|                                                   | \$ 142.00         |                        | Plus Additional per hour after 4 p.m. Monday - Friday                                                                                                                                                                            |
|                                                   | \$ 150.00         |                        | Columbarium Niche (Final or Additional Opening/Closing)                                                                                                                                                                          |
| 12.28.090 Burials                                 | \$ 236.00         |                        | Plus Additional per hour after 4 p.m. Monday - Friday                                                                                                                                                                            |
|                                                   | \$ 1,181.00       |                        | without an enclosure or vault requires much more maintenance                                                                                                                                                                     |
|                                                   |                   |                        |                                                                                                                                                                                                                                  |
| Disinterment                                      | \$ 1,181.00       |                        | Full Burial & Cremains                                                                                                                                                                                                           |
|                                                   | \$ 604.00         |                        | Infants and children under 10 years old                                                                                                                                                                                          |
| 12.28.160 Transfer recordation                    | \$ 50.00          |                        |                                                                                                                                                                                                                                  |
| Deed/Burial rights reissuance                     | \$ 50.00          |                        |                                                                                                                                                                                                                                  |
| <b>PRIVATE &amp; SPECIAL EVENT FEES</b>           | <b>FEE / FINE</b> | <b>Proposed Change</b> | <b>COMMENTS</b>                                                                                                                                                                                                                  |
| Applications:                                     |                   |                        |                                                                                                                                                                                                                                  |
| Private Event Application                         | \$ 35.00          |                        |                                                                                                                                                                                                                                  |
| Minor Special Event Application                   | \$ 55.00          |                        |                                                                                                                                                                                                                                  |
| Major Special Event Application                   | \$ 175.00         |                        |                                                                                                                                                                                                                                  |
| Demonstration Application                         | \$ 35.00          |                        |                                                                                                                                                                                                                                  |
| Events and Demonstrations Deposit - Road Closures | \$ 500.00         |                        |                                                                                                                                                                                                                                  |
| Blocked Paid Parking Spot                         | \$0.50/hour       |                        |                                                                                                                                                                                                                                  |
| Rates for use of City Staff for Events            | \$ 50.00          |                        |                                                                                                                                                                                                                                  |
| Law Enforcement                                   | \$75/hr           |                        |                                                                                                                                                                                                                                  |
| Parking Enforcement                               | \$ 50.00          |                        |                                                                                                                                                                                                                                  |
| Public Works                                      | \$ 50.00          |                        |                                                                                                                                                                                                                                  |
| Ch 12.24.020 Vending Permits                      | \$ 15.00          |                        | Per booth, per day                                                                                                                                                                                                               |
| Banners                                           | \$ 230.00         |                        | Hang Banner above street                                                                                                                                                                                                         |
|                                                   | \$ 85.00          |                        | Street Light Banners - per street light pole                                                                                                                                                                                     |
| <b>PUBLIC FACILITIES RENTAL FEES</b>              | <b>FEE / FINE</b> | <b>Proposed Change</b> | <b>COMMENTS</b>                                                                                                                                                                                                                  |
| Alcohol Affidavit                                 |                   |                        | See City Clerk Fees                                                                                                                                                                                                              |
| Request for Noise Variance                        |                   |                        | See City Clerk Fees                                                                                                                                                                                                              |
| Structure Permit Fee                              |                   |                        | See Fire Department Fees                                                                                                                                                                                                         |
| Application Fee                                   | \$ 35.00          |                        |                                                                                                                                                                                                                                  |
| <b>The Fields</b>                                 |                   |                        |                                                                                                                                                                                                                                  |
| Security Deposit                                  | \$ 100.00         |                        | Private events                                                                                                                                                                                                                   |
|                                                   | \$ 500.00         |                        | Special Event or Demonstration                                                                                                                                                                                                   |
| Resident Use Fee                                  | \$ 145.00         |                        | Per day- up to 200 people                                                                                                                                                                                                        |
|                                                   | \$ 145.00         |                        | Plus additional fee per day - 201-500 people                                                                                                                                                                                     |
| Non-Resident Use Fee                              | \$ 240.00         |                        | per day- up to 99 people                                                                                                                                                                                                         |
|                                                   | \$ 240.00         |                        | Plus additional fee per day - 100+ people                                                                                                                                                                                        |
| <b>Mansions Pavilion</b>                          |                   |                        |                                                                                                                                                                                                                                  |
| Security Deposit                                  | \$ 100.00         |                        | Private events                                                                                                                                                                                                                   |
|                                                   | \$ 300.00         |                        | Special Event or Demonstration                                                                                                                                                                                                   |
| Resident Use Fee                                  | \$ 110.00         |                        | Per day- up to 99 people                                                                                                                                                                                                         |
|                                                   | \$ 110.00         |                        | Plus additional fee per day - 100 - 200 people                                                                                                                                                                                   |
| Non-Resident Use Fee                              | \$ 160.00         |                        | Per day- up to 99 people                                                                                                                                                                                                         |
|                                                   | \$ 160.00         |                        | Plus additional fee per day - 100 - 200 people                                                                                                                                                                                   |
| <b>Memorial Hall (City Hall)</b>                  | \$ 500.00         |                        | Security Deposit                                                                                                                                                                                                                 |
|                                                   | \$ 150.00         |                        | Reserve another day for set-up or clean-up                                                                                                                                                                                       |
| Resident Use Fee                                  | \$37/hour         |                        | Monday-Friday 2 hours                                                                                                                                                                                                            |
|                                                   | \$ 415.00         |                        | Saturday & Sunday - all day, per day                                                                                                                                                                                             |
| Non-Resident Use Fee                              | \$83/hour         |                        | Monday-Friday 2 hours                                                                                                                                                                                                            |
|                                                   | \$ 760.00         |                        | Saturday & Sunday - all day, per day                                                                                                                                                                                             |
| <b>Memorial Park</b>                              |                   |                        |                                                                                                                                                                                                                                  |
| Security Deposit                                  | \$ 100.00         |                        | Private events                                                                                                                                                                                                                   |
|                                                   | \$ 500.00         |                        | Special Events or Demonstrations                                                                                                                                                                                                 |
| Resident Use Fee                                  | \$ 145.00         |                        | Per day - up to 99 people                                                                                                                                                                                                        |
|                                                   | \$ 55.00          |                        | Plus additional fee per day - 100-200 people                                                                                                                                                                                     |
|                                                   | \$ 145.00         |                        | Plus additional fee per day - 500+ people                                                                                                                                                                                        |
| Non-Resident Use Fee                              | \$ 240.00         |                        | per day- up to 99 people                                                                                                                                                                                                         |
|                                                   | \$ 240.00         |                        | Plus additional fee per day - 100+ people                                                                                                                                                                                        |
| <b>Schryver Park</b>                              |                   |                        |                                                                                                                                                                                                                                  |
| <b>Full Park Use</b>                              |                   |                        |                                                                                                                                                                                                                                  |
| Security Deposit                                  | \$ 100.00         |                        | Private events                                                                                                                                                                                                                   |
|                                                   | \$ 500.00         |                        | Special events or Demonstrations                                                                                                                                                                                                 |
| Resident Use Fee                                  | \$ 145.00         |                        | Per day- up to 99 people                                                                                                                                                                                                         |
|                                                   | \$ 145.00         |                        | Plus additional fee per day - per each group of additional 50 people                                                                                                                                                             |
| Non-Resident Use Fee                              | \$ 240.00         |                        | Per day- up to 99 people                                                                                                                                                                                                         |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                                                                                                                                                                    | AMOUNT    | Proposed Change | COMMENTS                                                             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------|----------------------------------------------------------------------|
|                                                                                                                                                                                          | \$ 240.00 |                 | Plus additional fee per day - per each group of additional 50 people |
| <b>Seven Minute Spring Gazebo and Amphitheater</b>                                                                                                                                       |           |                 |                                                                      |
| Security Deposit                                                                                                                                                                         | \$ 100.00 |                 | Private events                                                       |
|                                                                                                                                                                                          | \$ 300.00 |                 | Public or Special events                                             |
| Resident Use Fee                                                                                                                                                                         | \$ 290.00 |                 | 3 hours                                                              |
|                                                                                                                                                                                          | \$ 437.00 |                 | all day                                                              |
| Non-Resident Use Fee                                                                                                                                                                     | \$ 381.00 |                 | 3 hours                                                              |
|                                                                                                                                                                                          | \$ 533.00 |                 | all day                                                              |
| <b>Soda Springs Park with Bud Ford Pavilion</b>                                                                                                                                          | \$ 250.00 |                 | Key Deposit                                                          |
| Security Deposit                                                                                                                                                                         | \$ 150.00 |                 | Private events                                                       |
|                                                                                                                                                                                          | \$ 500.00 |                 | Public or Special events                                             |
| Resident Use Fee                                                                                                                                                                         | \$ 145.00 |                 | Per day- up to 99 people                                             |
|                                                                                                                                                                                          | \$ 145.00 |                 | Plus additional fee per day - 100+ people                            |
| Non-Resident Use Fee                                                                                                                                                                     | \$ 240.00 |                 | Per day- up to 99 people                                             |
|                                                                                                                                                                                          | \$ 240.00 |                 | Plus additional fee per day - 100+ people                            |
| <b>Bud Ford Pavilion - pavilion only</b><br>(formerly Soda Springs Pavilion)                                                                                                             | \$ 250.00 |                 | Key Deposit                                                          |
| Security Deposit                                                                                                                                                                         | \$ 100.00 |                 | Private events                                                       |
|                                                                                                                                                                                          | \$ 300.00 |                 | Public or Special events                                             |
| Resident Use Fee                                                                                                                                                                         | \$ 110.00 |                 | Per day                                                              |
| Non-Resident Use Fee                                                                                                                                                                     | \$ 200.00 |                 | Per day                                                              |
| If a Public Services employee is called out during non-working hours because of a problem caused by the applicant's use per man-hour with minimum of 2 hours will be billed to applicant |           |                 |                                                                      |
|                                                                                                                                                                                          | \$ 50.00  |                 | Per hour rates also applied to cleaning                              |

## PLANNING DEPARTMENT

| DEVELOPMENT REVIEW FEES                   | FEE / FINE         | Proposed Change | COMMENTS<br>(PLANNING UPDATED 3/1/2023)                                                                        |
|-------------------------------------------|--------------------|-----------------|----------------------------------------------------------------------------------------------------------------|
| Rezoning *                                | \$ 1,090.00        |                 |                                                                                                                |
| Concept Plan *                            | \$ 550.00          |                 |                                                                                                                |
| Conditional Use Permit *                  | \$ 1,090.00        |                 |                                                                                                                |
| Variance *                                | \$ 650.00          |                 | Per Variance for the first two variances, then \$250 per each additional variance                              |
| Major Development Plan * **               | \$ 1,200.00        |                 | With Preliminary Landscape Plan                                                                                |
|                                           | \$ 1,450.00        |                 | With Final Landscape Plan                                                                                      |
|                                           | \$ 1,000.00        |                 | Major Development Plan - <b>Deposit</b>                                                                        |
| Minor Development Plan * **               | \$ 600.00          |                 | No required landscape plan required                                                                            |
|                                           | \$ 650.00          |                 | With Preliminary Landscape Plan                                                                                |
|                                           | \$ 700.00          |                 | With Final Landscape Plan                                                                                      |
|                                           | \$ 950.00          |                 | Minor Development Plan - <b>Deposit</b>                                                                        |
| Minor Modification *                      | \$ 220.00          |                 |                                                                                                                |
| Minor Site Plan *                         | \$ 160.00          |                 | New Residential                                                                                                |
|                                           | \$ 220.00          |                 | New Commercial                                                                                                 |
|                                           | \$ 110.00          |                 | Commercial or Residential Additions                                                                            |
| Hillside Development Plan *               | \$ 190.00          |                 |                                                                                                                |
| Final Landscape Plan                      | \$ 200.00          |                 | When not included in a Major or Minor Development Plan                                                         |
| Grading Permit *                          | \$ 550.00          |                 | For Major Development                                                                                          |
|                                           | \$ 220.00          |                 | For Minor Development                                                                                          |
|                                           | \$ 950.00          |                 | Grading Permit - <b>Deposit</b>                                                                                |
| Temporary Sign Permit                     | \$ 55.00           |                 |                                                                                                                |
| Regular Sign Permit                       | \$ 80.00           |                 |                                                                                                                |
| Planned Sign Program                      | \$ 200.00          |                 |                                                                                                                |
| Signs installed or placed without permits | 2x Sign Permit Fee |                 |                                                                                                                |
| Annexation * **                           | \$ 1,090.00        |                 | Less than 3 acres                                                                                              |
|                                           | \$ 950.00          |                 | Less than 3 acres - <b>Deposit</b>                                                                             |
|                                           | \$ 1,650.00        |                 | 3 to 100 acres                                                                                                 |
|                                           | \$ 2,500.00        |                 | 3 to 100 acres - <b>Deposit</b>                                                                                |
|                                           | \$ 1,900.00        |                 | 101 + acres                                                                                                    |
|                                           | \$ 44.00           |                 | Per additional acre above 101 acres                                                                            |
|                                           | \$ 2,500.00        |                 | 101 + acres - <b>Deposit</b>                                                                                   |
| Wireless Facility Permit                  | \$ 510.00          |                 | New                                                                                                            |
|                                           | \$ 290.00          |                 | Annual Rental Fee for Small Cell/5G on City Owned Property- Right of way, Equipment, Pole, etc. (per facility) |
| SUBDIVISION REVIEW FEES                   | FEE / FINE         |                 | COMMENTS                                                                                                       |
| Major Subdivision * **                    | \$ 650.00          |                 |                                                                                                                |
|                                           | \$ 950.00          |                 | Major Subdivision - <b>Deposit</b>                                                                             |
| Minor Subdivision * **                    | \$ 330.00          |                 |                                                                                                                |
|                                           | \$ 950.00          |                 | Minor Subdivision - <b>Deposit</b>                                                                             |
| Revised Final Plat *                      | \$ 350.00          |                 |                                                                                                                |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                                                     | AMOUNT             | Proposed Change        | COMMENTS                                                                                              |
|---------------------------------------------------------------------------|--------------------|------------------------|-------------------------------------------------------------------------------------------------------|
| Waiver of Replat *                                                        | \$ 200.00          |                        |                                                                                                       |
| Boundary Adjustment *                                                     | \$ 200.00          |                        |                                                                                                       |
| Vacations - Easement *                                                    | \$ 380.00          |                        |                                                                                                       |
| Vacations - Rights-of-Way *                                               | \$ 600.00          |                        |                                                                                                       |
| Waiver *                                                                  | \$ 430.00          |                        |                                                                                                       |
| <b>HISTORIC PRESERVATION REVIEW FEES</b>                                  | <b>FEE / FINE</b>  |                        | <b>COMMENTS</b>                                                                                       |
| Material Change of Appearance Certification                               | \$ 130.00          |                        |                                                                                                       |
| Demolition (Administrative)                                               | \$ 175.00          |                        |                                                                                                       |
| Demolition (City Council)                                                 | \$ 900.00          |                        | Commercial (first 1000 sqft)                                                                          |
|                                                                           | \$ 60.00           |                        | Commercial (each additional 1000 sqft)                                                                |
|                                                                           | \$ 2,000.00        |                        | Demolition (City Council) - <b>Deposit</b> (Commercial)                                               |
|                                                                           | \$ 330.00          |                        | Residential (first 1000 sqft)                                                                         |
|                                                                           | \$ 33.00           |                        | Residential (each additional 1000 sqft)                                                               |
|                                                                           | \$ 1,500.00        |                        | Demolition (City Council) - <b>Deposit</b> (Residential)                                              |
| State Historic Tax Credit Application Fees (Project Costs - 2014 Program) |                    |                        |                                                                                                       |
| \$5,000 - \$15,000                                                        | \$ 98.00           |                        | Part 1 Application                                                                                    |
|                                                                           | n/a                |                        | Part 2 Application                                                                                    |
| \$15,001 - \$50,000                                                       | \$ 348.00          |                        | Part 1 Application                                                                                    |
|                                                                           | n/a                |                        | Part 2 Application                                                                                    |
| \$50,001 - \$100,000                                                      | \$ 498.00          |                        | Part 1 Application                                                                                    |
|                                                                           | n/a                |                        | Part 2 Application                                                                                    |
| \$100,001 +                                                               | \$ 748.00          |                        | Part 1 Application                                                                                    |
|                                                                           | n/a                |                        | Part 2 Application                                                                                    |
| <b>PROPERTY IMPROVEMENT &amp; BUILDING PERMIT REVIEW FEES</b>             | <b>FEE / FINE</b>  | <b>Proposed Change</b> | <b>COMMENTS</b>                                                                                       |
| Property Improvement Permit - Use Tax                                     | \$ 0.038           |                        | Modification - 3.8% of cost of material (fee amended due to MACH passage)                             |
|                                                                           | \$ 0.83            |                        | Square foot - including basement and attached garage                                                  |
|                                                                           | \$150 + 2x Use Tax |                        | Property Improvement Permit late fee of 200% of the normal application fee (two times the normal fee) |
|                                                                           | \$ 30.00           |                        | Minor Work (decks, fences, retaining walls, etc)                                                      |
|                                                                           | \$ 100.00          |                        | Demolition (nonhistoric)                                                                              |
| Building Permit - Fire Review Fees                                        | \$ 360.00          |                        | Commercial                                                                                            |
|                                                                           | \$ 144.00          |                        | Residential                                                                                           |
|                                                                           | \$ 30.00           |                        | Minor Work (decks, fences, retaining walls, etc)                                                      |
| <b>APPEALS</b>                                                            | <b>FEE / FINE</b>  | <b>Proposed Change</b> | <b>COMMENTS</b>                                                                                       |
| Appeals of Administrative or Commission Decisions                         | \$ 150.00          |                        |                                                                                                       |
| <b>FLOOD MANAGEMENT &amp; WATERSHED</b>                                   | <b>FEE / FINE</b>  | <b>Proposed Change</b> | <b>COMMENTS</b>                                                                                       |
| Flood Management Variance                                                 | \$ 500.00          |                        |                                                                                                       |
|                                                                           | \$ 250.00          |                        | Flood Management Variance - <b>Deposit</b>                                                            |
| Watershed District Permit Application                                     | \$ 100.00          |                        |                                                                                                       |
| <b>MARIJUANA</b>                                                          | <b>FEE / FINE</b>  | <b>Proposed Change</b> | <b>COMMENTS</b>                                                                                       |
| <b>Recreational</b>                                                       | \$ 2,000.00        |                        | Initial Operating License Fee                                                                         |
|                                                                           | \$ 2,000.00        |                        | Renewal Operating License Fee                                                                         |
|                                                                           | \$ 5,000.00        |                        | Initial Operating Marijuana License                                                                   |
|                                                                           | \$ 5,000.00        |                        | Renewal Operating Marijuana License f                                                                 |
| <b>Cost</b>                                                               |                    |                        | Background Check Fee                                                                                  |
|                                                                           | \$ 998.00          |                        | Transfer of Ownership Fee                                                                             |
|                                                                           | \$ 1,000.00        |                        | Change in Location Fee                                                                                |
|                                                                           | \$ 2,500.00        |                        | Transfer of Ownership Fee                                                                             |
|                                                                           | \$ 2,500.00        |                        | Change of Location Fee                                                                                |
| <b>Medical</b>                                                            | \$ 2,000.00        |                        | Initial Operating License Fee                                                                         |
|                                                                           | \$ 2,000.00        |                        | Renewal Operating License Fee                                                                         |
|                                                                           | \$ 5,000.00        |                        | Initial Operating Marijuana License                                                                   |
|                                                                           | \$ 5,000.00        |                        | Renewal Operating Marijuana License                                                                   |
| <b>Cost</b>                                                               |                    |                        | Background Check Fee                                                                                  |
|                                                                           | \$ 1,000.00        |                        | Transfer of Ownership Fee                                                                             |
|                                                                           | \$ 1,000.00        |                        | Change in Location Fee                                                                                |
|                                                                           | \$ 2,500.00        |                        | Transfer of Ownership Fee                                                                             |
|                                                                           | \$ 2,500.00        |                        | Change of Location Fee                                                                                |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                                                                                                                                                                                                                                                                                                                                              | AMOUNT                      | Proposed Change        | COMMENTS                                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|------------------------|----------------------------------------------------------------------------------------------------------------------|
| <b>MICROMOBILITY</b>                                                                                                                                                                                                                                                                                                                                               | <b>FEE / FINE</b>           | <b>Proposed Change</b> | <b>COMMENTS</b>                                                                                                      |
| Micromobility Program License Fee                                                                                                                                                                                                                                                                                                                                  | \$ 3,000.00                 |                        | 5.13.010F                                                                                                            |
| Land Rental Fee                                                                                                                                                                                                                                                                                                                                                    | \$ 200.00                   |                        | Equipment installed on City owned property or Right of Way; Annual fee per facility                                  |
| Technology/Professional Fees                                                                                                                                                                                                                                                                                                                                       | Varies                      |                        | Fees associated with review assessed at the cost incurred by the City                                                |
| Micromobility-share vehicle retrieval fines                                                                                                                                                                                                                                                                                                                        | \$ 96.00                    |                        | First offense                                                                                                        |
|                                                                                                                                                                                                                                                                                                                                                                    | \$ 192.00                   |                        | Second offense                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                    | \$ 288.00                   |                        | Third offense                                                                                                        |
| <b>OTHER PERMITS, CERTIFICATIONS, AND LETTERS</b>                                                                                                                                                                                                                                                                                                                  | <b>FEE / FINE</b>           | <b>Proposed Change</b> | <b>COMMENTS</b>                                                                                                      |
| Revocable Permit *                                                                                                                                                                                                                                                                                                                                                 | \$ 55.00                    |                        | * Additional review by Colorado Springs Utilities billed directly to the applicant                                   |
| Revocable License *                                                                                                                                                                                                                                                                                                                                                | \$ 120.00                   |                        | * Additional review by Colorado Springs Utilities billed directly to the applicant                                   |
| Revocable License * (Annual Renewal)                                                                                                                                                                                                                                                                                                                               | \$ 55.00                    |                        | * Additional review by Colorado Springs Utilities billed directly to the applicant                                   |
| Short-Term Rental Permit (New)                                                                                                                                                                                                                                                                                                                                     | \$ 350.00                   |                        |                                                                                                                      |
| Annual Renewal                                                                                                                                                                                                                                                                                                                                                     | \$ 120.00                   |                        |                                                                                                                      |
| Long-Term Occupancy Permit (New)                                                                                                                                                                                                                                                                                                                                   | \$ 350.00                   |                        |                                                                                                                      |
| Short-Term Rental Permit (Annual Renewal)                                                                                                                                                                                                                                                                                                                          | \$ 120.00                   |                        |                                                                                                                      |
| Temporary Use Permit (Minor)                                                                                                                                                                                                                                                                                                                                       | \$ 100.00                   |                        |                                                                                                                      |
| Temporary Use Permit (Major)                                                                                                                                                                                                                                                                                                                                       | \$ 200.00                   |                        | Long-Term Occupancy Permit (5-year Renewal)                                                                          |
| Zoning Verification or Certification Letter                                                                                                                                                                                                                                                                                                                        | \$ 55.00                    |                        |                                                                                                                      |
| With Inspection                                                                                                                                                                                                                                                                                                                                                    | \$ 200.00                   |                        |                                                                                                                      |
| Rebuild Letter                                                                                                                                                                                                                                                                                                                                                     | \$ 55.00                    |                        |                                                                                                                      |
| Legal Nonconforming Use/Structure Letter                                                                                                                                                                                                                                                                                                                           | \$ 55.00                    |                        |                                                                                                                      |
| <b>MICELLANEOUS ADMINISTRATIVE FEES</b>                                                                                                                                                                                                                                                                                                                            | <b>FEE / FINE</b>           | <b>Proposed Change</b> | <b>COMMENTS</b>                                                                                                      |
| Postage fees (per postcard)                                                                                                                                                                                                                                                                                                                                        | \$ 0.60                     |                        |                                                                                                                      |
| Poster fee (per poster)                                                                                                                                                                                                                                                                                                                                            | \$ 5.00                     |                        |                                                                                                                      |
| Recording fee                                                                                                                                                                                                                                                                                                                                                      | Per El Paso County Recorder |                        | Recording fee may vary depending on document type and are set by the El Paso County Recorder's Office                |
| Certificate of Occupancy Inspection                                                                                                                                                                                                                                                                                                                                | \$ 248.00                   |                        | First two inspections shall not incur a fee, each additional inspection shall carry a \$250 fine                     |
| <b>NOTES</b>                                                                                                                                                                                                                                                                                                                                                       |                             |                        |                                                                                                                      |
| * Review by Colorado Springs Utilities will be billed directly to the applicant at a rate published in the Utilities Rules & Regulations Tariff                                                                                                                                                                                                                    |                             |                        |                                                                                                                      |
| ** Land dedication, or fees-in-lieu, may be required for Parks, Open Space, and Schools per Title 18 of the Municipal Code.                                                                                                                                                                                                                                        |                             |                        |                                                                                                                      |
| 1. Application deposits may be waived by the Planning Director as appropriate. Deposits are collected to reimburse the city for any technical and/or professional services incurred during the review of the request. If a deposit is waived, and additional technical review is required, the Planning Department may invoice the applicant the additional costs. |                             |                        |                                                                                                                      |
| 2. Development application review fees will be waived for all public school projects.                                                                                                                                                                                                                                                                              |                             |                        |                                                                                                                      |
| 3. Development application review fees may be partially reimbursed for developments containing affordable units recorded in a development agreement held by the City of Manitou Springs.                                                                                                                                                                           |                             |                        |                                                                                                                      |
| 4. All fees shall be paid in full at the time of application submittal.                                                                                                                                                                                                                                                                                            |                             |                        |                                                                                                                      |
| 5. Poster and postage fees must be paid prior to a public hearing or issuance of an approval letter.                                                                                                                                                                                                                                                               |                             |                        |                                                                                                                      |
| 6. Recording fees must be paid prior to issuance of an approval letter.                                                                                                                                                                                                                                                                                            |                             |                        |                                                                                                                      |
| <b>POLICE DEPARTMENT</b>                                                                                                                                                                                                                                                                                                                                           |                             |                        |                                                                                                                      |
| Ch 9.56 Alarms                                                                                                                                                                                                                                                                                                                                                     | \$ 25.00                    |                        | One time fee - registration of alarm system                                                                          |
| Copies & Printouts                                                                                                                                                                                                                                                                                                                                                 | \$ 0.25                     |                        | Per page                                                                                                             |
| Fingerprints                                                                                                                                                                                                                                                                                                                                                       | \$ 15.00                    |                        | Per card, full set of fingerprints                                                                                   |
| Notarization                                                                                                                                                                                                                                                                                                                                                       |                             |                        | See City Clerk fees                                                                                                  |
| Sex Offender Registration                                                                                                                                                                                                                                                                                                                                          | \$ 20.00                    |                        |                                                                                                                      |
| Vin Inspection                                                                                                                                                                                                                                                                                                                                                     | \$ 20.00                    |                        | per Vin #                                                                                                            |
|                                                                                                                                                                                                                                                                                                                                                                    | \$ 83.00                    |                        | Per recording - 911 recordings                                                                                       |
| <b>PUBLIC WORKS</b>                                                                                                                                                                                                                                                                                                                                                |                             |                        |                                                                                                                      |
| <b>STORMWATER RATES AND FEES</b>                                                                                                                                                                                                                                                                                                                                   | <b>FEE / FINE</b>           | <b>Proposed Change</b> | <b>COMMENTS</b>                                                                                                      |
| 13.36 Storm Drainage and Flood Management Utility                                                                                                                                                                                                                                                                                                                  | \$ 21.00                    |                        | Per month - On each water utility account. As of 2025 no longer discontinued with suspension of water/sewer account. |
| <b>STREET RATES AND FEES</b>                                                                                                                                                                                                                                                                                                                                       | <b>FEE / FINE</b>           | <b>Proposed Change</b> | <b>COMMENTS</b>                                                                                                      |
| 12.04.060 / 070 Excavation Permit Fees                                                                                                                                                                                                                                                                                                                             | \$ 50.00                    |                        | Application Fee                                                                                                      |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                                                                                                                            | AMOUNT            | Proposed Change        | COMMENTS                                                                                                                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                  | \$0               |                        | Excavation on private property for landscaping, planting tree, or other minor projects may not require excavation fees unless it affects municipal systems. Reach out to Public Services if questions.; Application and Inspection fees still apply |
|                                                                                                                                                  | \$ 160.00         |                        | Excavation in Right of Way (ROW) less than 100' long, no intersection*                                                                                                                                                                              |
|                                                                                                                                                  | \$ 215.00         |                        | Excavation in Right of Way (ROW) from 100' - 500' long, no intersection*                                                                                                                                                                            |
|                                                                                                                                                  | \$ 310.00         |                        | Excavation in Right of Way (ROW) from 501'+ long, no intersection*                                                                                                                                                                                  |
|                                                                                                                                                  | \$ 310.00         |                        | Additional fee for excavations in intersections                                                                                                                                                                                                     |
|                                                                                                                                                  |                   |                        | Road closure - See Traffic Management Fee                                                                                                                                                                                                           |
|                                                                                                                                                  |                   |                        | **note - Fire Dept, Police Dept, and Public Services Dept must be notified                                                                                                                                                                          |
| Compaction Test Deposit                                                                                                                          | \$ 1,000.00       |                        | Upon receipt of accepted compaction tests or proof of Flow-Fill use, deposit will be returned. Test results must be emailed to Streets Superintendent within 15 business days.                                                                      |
| <b>12.06 Cutting, Refilling, and Resurfacing of Public Streets</b>                                                                               | \$ 275.00         |                        | Additional fee for excavation in ROW if within 1 year period of newly paved/installed street                                                                                                                                                        |
|                                                                                                                                                  | \$ 110.00         |                        | Additional fee for more than 60 square feet if within 1 year period of newly paved/installed street                                                                                                                                                 |
| <b>12.22 - Permit for Installation/Replacement of Concrete jobs</b>                                                                              | \$ 160.00         |                        | Less than 100' long                                                                                                                                                                                                                                 |
| Sidewalk, driveway, curbs, gutter, crossspan, etc...                                                                                             |                   |                        |                                                                                                                                                                                                                                                     |
| Concrete work without permit                                                                                                                     | 2x permit cost    |                        | 1st offense                                                                                                                                                                                                                                         |
|                                                                                                                                                  | 3x permit cost    |                        | Each offense after the 1st offense                                                                                                                                                                                                                  |
| Inspection Fees                                                                                                                                  |                   |                        | (See Charges and Fees for Sewer Services and Water Connections)                                                                                                                                                                                     |
|                                                                                                                                                  | \$ 100.00         |                        | Street                                                                                                                                                                                                                                              |
|                                                                                                                                                  | \$ 100.00         |                        | Curb / Gutter                                                                                                                                                                                                                                       |
|                                                                                                                                                  | \$ 100.00         |                        | Sidewalk / Driveways / other concrete work                                                                                                                                                                                                          |
|                                                                                                                                                  | \$ 100.00         |                        | Drainage                                                                                                                                                                                                                                            |
| Excavation without permit                                                                                                                        | 2x permit cost    |                        | 1st offense                                                                                                                                                                                                                                         |
|                                                                                                                                                  | 3x permit cost    |                        | Each offense after the 1st offense                                                                                                                                                                                                                  |
| (*) Performance Bonds for \$5,000 with 1-year minimum or \$10,000 with 3-year minimum are required as well as a current Certificate of Insurance |                   |                        |                                                                                                                                                                                                                                                     |
| <b>TRAFFIC MANAGEMENT FEES</b>                                                                                                                   | <b>FEE / FINE</b> | <b>Proposed Change</b> | <b>COMMENTS</b>                                                                                                                                                                                                                                     |
|                                                                                                                                                  | \$ 50.00          |                        | Application Fee (note - if the Traffic Management Request application is submitted with the Excavation Permit application, only one application fee for both applications will apply.)                                                              |
|                                                                                                                                                  | \$ 50.00          |                        | Road closure, per day                                                                                                                                                                                                                               |
|                                                                                                                                                  | \$ 100.00         |                        | Install/Replace Signage                                                                                                                                                                                                                             |
|                                                                                                                                                  | \$ 150.00         |                        | Install Replace Signage with post                                                                                                                                                                                                                   |
| Traffic Control Services by City Staff                                                                                                           | \$ 300.00         |                        | per day - up to 3 crew members (only if City Staff is available)                                                                                                                                                                                    |
|                                                                                                                                                  | \$ 150.00         |                        | For each additional crew member after 3 - per day                                                                                                                                                                                                   |
| Traffic Cones for rent                                                                                                                           | \$4/day           |                        | Rental traffic cones - daily rate for each individual traffic cone                                                                                                                                                                                  |
| 10.02.030 Traffic Engineer-Requests by the Public                                                                                                | fee based on cost |                        | Members of the public may request changes to or studies of any of the items within the powers and duties of the Traffic Engineer.                                                                                                                   |
| <b>WATER &amp; SEWER RATES AND FEES</b>                                                                                                          | <b>FEE / FINE</b> | <b>Proposed Change</b> | <b>COMMENTS</b>                                                                                                                                                                                                                                     |
| <b>13.16.10 Water Rates Established</b>                                                                                                          |                   |                        | Rates approved by Ordinance 0924 11/19/2024                                                                                                                                                                                                         |
| Service Charge per month for all customer classes                                                                                                | \$ 21.78          |                        | 0.75" meter                                                                                                                                                                                                                                         |
|                                                                                                                                                  | \$ 36.97          |                        | 1.0" meter                                                                                                                                                                                                                                          |
|                                                                                                                                                  | \$ 73.93          |                        | 1.5" meter                                                                                                                                                                                                                                          |
|                                                                                                                                                  | \$ 118.28         |                        | 2.0" meter                                                                                                                                                                                                                                          |
|                                                                                                                                                  | \$ 236.56         |                        | 3.0" meter                                                                                                                                                                                                                                          |
| Volume Charge per 1,000 gallons for Residential                                                                                                  | \$ 10.27          |                        | First 7,500 gallons per month, per 1,000 gallons                                                                                                                                                                                                    |
|                                                                                                                                                  | \$ 13.78          |                        | 7,501 to 15,000 gallons per month, per 1,000 gallons                                                                                                                                                                                                |
|                                                                                                                                                  | \$ 17.43          |                        | Over 15,000 gallons per month, per 1,000 gallons                                                                                                                                                                                                    |
| Volume Charge per 1,000 gallons for Commercial                                                                                                   | \$ 11.98          |                        | Uniform Volume Rate per 1,000 gallons                                                                                                                                                                                                               |
| Inactive Rate                                                                                                                                    | 13/month          |                        | Inactive amount per month to support infrastructure & capture water usage                                                                                                                                                                           |
| <b>13.16.030 Rates and Charges - Sewer rates established)</b>                                                                                    |                   |                        | Rates approved by ordinance 11/19/2024                                                                                                                                                                                                              |
| A.1. Flat fee for Sewer (all customers with sewer)                                                                                               | \$ 22.00          |                        |                                                                                                                                                                                                                                                     |
| A.2. Volume Charge per 1,000 gallons                                                                                                             | \$ 9.04           |                        | Residential allocation                                                                                                                                                                                                                              |
|                                                                                                                                                  | \$ 9.04           |                        | Commercial - actual metered water                                                                                                                                                                                                                   |
| <b>13.16 Turn-on/Turn-off - Fees and Penalties</b>                                                                                               |                   |                        |                                                                                                                                                                                                                                                     |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                                                                                                                    | AMOUNT       | Proposed Change | COMMENTS                                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| 13.16.050 B.                                                                                                                             | \$ 42        |                 | Fee to restore service after it has been turned off for delinquency + delinquent amount                                                   |
| 13.16.050 C.                                                                                                                             | \$ 30        |                 | Fee for <b>each</b> turn-on performed by the city after it has been turned off at the request of the owner, unless emergency shut off.    |
| 13.16.050 D.                                                                                                                             | \$ 10        |                 | Fee charged for <b>each</b> turn-on performed by other persons after it has been turned off at the request of the owner (private turn on) |
| 13.16.070                                                                                                                                | \$ 10        |                 | Water Turn-off for failure to pay bill by due date.                                                                                       |
| <b>13.20 Charges for Connection to Water System</b>                                                                                      |              |                 |                                                                                                                                           |
| Water System Improvement Fee                                                                                                             |              |                 |                                                                                                                                           |
| 13.20.040 A.                                                                                                                             | \$ 17,400    |                 | Single-family residence                                                                                                                   |
| 13.20.040 B.1/13.20.040 B.2/13.20.040 B.3                                                                                                | \$ 14,800    |                 | For each dwelling unit - Duplex Residential OR Multi-Family Units (85% of Single-family residence fee)                                    |
| Commercial Users - based on size of Tap to Main (in inches)                                                                              | \$ 21,000    | 0.75"           |                                                                                                                                           |
|                                                                                                                                          | \$ 28,000    | 1.0"            |                                                                                                                                           |
|                                                                                                                                          | \$ 56,000    | 1.5"            |                                                                                                                                           |
|                                                                                                                                          | \$ 68,000    | 2.0"            |                                                                                                                                           |
|                                                                                                                                          | \$ 480,000   | 4.0"            |                                                                                                                                           |
|                                                                                                                                          | \$ 1,200,000 | 6.0"            |                                                                                                                                           |
| 13.20.040 C.                                                                                                                             |              |                 |                                                                                                                                           |
| Water Tapping Charges - based on size of Tap (in inches)                                                                                 |              |                 |                                                                                                                                           |
| Size of Tap - .075"                                                                                                                      | \$ 150       |                 |                                                                                                                                           |
| Size of Tap - 1.0"                                                                                                                       | \$ 150       |                 |                                                                                                                                           |
| Size of Tap - 1.5"                                                                                                                       | \$ 250       |                 |                                                                                                                                           |
| Size of Tap - 2.0"                                                                                                                       | \$ 250       |                 |                                                                                                                                           |
| Size of Tap - 4.0"                                                                                                                       | \$ 1,500     |                 |                                                                                                                                           |
| Size of Tap - 6.0"                                                                                                                       | \$ 1,500     |                 |                                                                                                                                           |
| Size of Tap - 8.0"                                                                                                                       | \$ 1,500     |                 |                                                                                                                                           |
| 13.20.040 Expansion of Demand Fee - Water: Remodeling or Reconstruction that incorporates water in excess of what is currently installed | \$ 120       |                 | 1 - 3 Additional Fixtures, Appliances, or Facilities                                                                                      |
|                                                                                                                                          | \$ 250       |                 | 4 or more Additional Fixtures, Appliances, or Facilities                                                                                  |
| Water Connection Inspection Fees                                                                                                         | \$ 100       |                 | Single-family residence                                                                                                                   |
|                                                                                                                                          | \$ 110       |                 | For each dwelling unit - Duplex Residential Units                                                                                         |
|                                                                                                                                          | \$ 150       |                 | For each dwelling unit - Multi-family Residential Units                                                                                   |
| <b>13.20.050 Schedule of Charges and Fees for Sewer Services</b>                                                                         |              |                 |                                                                                                                                           |
|                                                                                                                                          | \$ 5,300     |                 | Single-family residence                                                                                                                   |
|                                                                                                                                          | \$ 4,100     |                 | For each dwelling unit - Duplex Residential Units (85% of Single-family residence fee)                                                    |
| Commercial Users - based on size of Tap to Main (in inches)                                                                              | \$ 6,000     | 4.0"            |                                                                                                                                           |
|                                                                                                                                          | \$ 7,000     | 6.0"            |                                                                                                                                           |
|                                                                                                                                          | \$ 8,000     | 8.0"            |                                                                                                                                           |
|                                                                                                                                          | \$ 9,000     | 10.0"           |                                                                                                                                           |
| Inspection Fees                                                                                                                          | \$ 100       |                 | Single-family residence                                                                                                                   |
|                                                                                                                                          | \$ 110       |                 | For each dwelling unit - Duplex Residential Units                                                                                         |
|                                                                                                                                          | \$ 150       |                 | For each dwelling unit - Multi-family Residential Units                                                                                   |
|                                                                                                                                          | \$ 120       |                 | 1 - 3 Additional Fixtures, Appliances, or Facilities                                                                                      |
|                                                                                                                                          | \$ 250       |                 | 4 or more Additional Fixtures, Appliances, or Facilities                                                                                  |
| <b>Late Fee - Backflow Testing</b>                                                                                                       |              |                 |                                                                                                                                           |
| HB24-1344 requires the testing, inspection, and repair of backflow devices.                                                              |              |                 |                                                                                                                                           |
| If not completed by October 1                                                                                                            | \$ 200       |                 | <i>Fine One</i>                                                                                                                           |
| If not completed by November 1                                                                                                           | \$ 300       |                 | <i>Fine Two (In addition to Fine 1)</i>                                                                                                   |
| If not completed by December 1                                                                                                           | \$ 600       |                 | <i>Fine Three &amp; Water Turn-off for failure to comply with State regulations. (In addition to Fines 1 &amp; 2).</i>                    |
| <b>13.28 Water Usage for Irrigation and Other Outside Purposes</b>                                                                       |              |                 |                                                                                                                                           |
| 13.28.040                                                                                                                                | \$ 150       |                 | Exemption or partial exemption from water use restrictions                                                                                |
| 13.28.050                                                                                                                                | \$ 150       |                 | Alternate watering plan during periods of water use restrictions                                                                          |
| Ch 6.26 Solid Waste Disposal                                                                                                             | \$ 345       |                 | Application for Certification of designation                                                                                              |
| <b>13.12 WATER METERS</b>                                                                                                                |              |                 |                                                                                                                                           |
| Proposed Change                                                                                                                          |              |                 |                                                                                                                                           |
| New Water Meter Installation                                                                                                             | \$ 462       |                 | Meter/ERT/Register                                                                                                                        |
| Water Meter Replacement                                                                                                                  | \$ 462       |                 | Meter/ERT/Register -Exception- Mechanical failure of equipment                                                                            |
| Inspection Fees                                                                                                                          | \$ 110       |                 | Inspection of water meter not installed by the City (eg: meters for irrigation water - 13.12.050).                                        |

## CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                    | AMOUNT   | Proposed Change | COMMENTS                                                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------------------|----------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Customer Requested Meter Removal/Install | \$ 75    |                 | For both removal and install to cover cost of personnel                                                                                                                                                                                                                                                                                                                                                                  |
| Meter Tampering Fine                     | \$ 1,000 |                 | Municipal code. 13.12.002 & 13.12.006 Court fines may also apply, if brought before the Judge.                                                                                                                                                                                                                                                                                                                           |
| <b>Charge when access is denied</b>      |          |                 |                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                          | \$ 75    |                 | During regular business hours; per denied access;<br>When clear access is denied for two successive meter readings, or for any other function after written notice is mailed to the customer or conspicuously posted on the premises, and no response is made by the customer to such notice within 10 days, an appointment is thereafter made with the customer for reading the meter or performing such other function |
|                                          | \$ 300   |                 | During off-duty hours and weekends; per denied access & requested on/off service.                                                                                                                                                                                                                                                                                                                                        |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                                                                                                                                                                                                                                                         | AMOUNT            | Proposed Change                     | COMMENTS                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| <b>AQUATIC &amp; FITNESS CENTER</b>                                                                                                                                                                                                                                           |                   |                                     |                                                                                                                 |
| <b>POOL FEES</b>                                                                                                                                                                                                                                                              | <b>FEE/FINE</b>   | <b>Proposed Change</b>              | <b>COMMENTS</b>                                                                                                 |
| Daily Rates                                                                                                                                                                                                                                                                   | \$ 6.25           |                                     | Seniors (60+) / Youth / Disabled / Military / Police / Fire / Teachers*                                         |
|                                                                                                                                                                                                                                                                               | \$ 9.50           |                                     | Adults ( 18+)                                                                                                   |
|                                                                                                                                                                                                                                                                               | \$ -              |                                     | 2 & under (1 free per paid adult)                                                                               |
| Punch Cards - 10 punch                                                                                                                                                                                                                                                        | \$ 41.00          |                                     | Seniors (60+) / Youth / Disabled / Military / Police / Fire / Teachers                                          |
|                                                                                                                                                                                                                                                                               | \$ 66.00          |                                     | Adults ( 18+)                                                                                                   |
| Punch Cards - 20 punch                                                                                                                                                                                                                                                        | \$ 62.00          |                                     | Seniors (60+) / Youth / Disabled / Military / Police / Fire / Teachers*                                         |
|                                                                                                                                                                                                                                                                               | \$ 110.00         |                                     | Adults ( 18+)                                                                                                   |
| <b>Membership</b>                                                                                                                                                                                                                                                             |                   |                                     |                                                                                                                 |
| Pass Cards - 3 months                                                                                                                                                                                                                                                         | \$ 119.00         |                                     | Seniors (60+) / Youth / Disabled / Military / Police / Fire / Teachers*                                         |
|                                                                                                                                                                                                                                                                               | \$ 194.00         |                                     | Adults ( 18+)                                                                                                   |
|                                                                                                                                                                                                                                                                               | \$ 438.00         |                                     | Family *Family discount calculated based on individual membership                                               |
| Pass Cards - 6 months                                                                                                                                                                                                                                                         | \$ 209.00         |                                     | Seniors (60+) / Youth / Disabled / Military / Police / Fire / Teachers*                                         |
|                                                                                                                                                                                                                                                                               | \$ 297.00         |                                     | Adults ( 18+)                                                                                                   |
|                                                                                                                                                                                                                                                                               | \$ 607.00         |                                     | Family *Family discount calculated based on individual membership                                               |
| Pass Cards - 12 months                                                                                                                                                                                                                                                        | \$ 357.00         |                                     | Seniors (60+) / Youth / Disabled / Military / Police / Fire / Teachers*                                         |
|                                                                                                                                                                                                                                                                               | \$ 581.00         |                                     | Adults ( 18+)                                                                                                   |
|                                                                                                                                                                                                                                                                               | \$ 938.00         |                                     | Family *Family discount calculated based on individual membership                                               |
| <b>Family Memberships:</b> Family (Prices based on 2 adults and 2 children) Each additional family member will be 50% off of the 3, 6 or 12 month individual membership fee based on their age group. This fee will be added to the total price of the Family Membership fee. |                   |                                     |                                                                                                                 |
| Public Swim Lessons                                                                                                                                                                                                                                                           | \$ 66.00          |                                     | 1-Session, 8 Classes                                                                                            |
| <b>Pool Rentals</b>                                                                                                                                                                                                                                                           |                   |                                     |                                                                                                                 |
| 25 Yard Pool                                                                                                                                                                                                                                                                  | \$ 9.00           |                                     | Single Lane Rental                                                                                              |
|                                                                                                                                                                                                                                                                               | \$ 94.00          |                                     | Non-Private Rental During Normal Hours                                                                          |
|                                                                                                                                                                                                                                                                               | \$ 165.00         |                                     | Private Rental After Hours                                                                                      |
| Kiddie Pool                                                                                                                                                                                                                                                                   | \$ 55.00          |                                     | Non-Private Rental During Normal Hours                                                                          |
|                                                                                                                                                                                                                                                                               | \$ 110.00         |                                     | Private Rental After Hours                                                                                      |
| Multipurpose Room                                                                                                                                                                                                                                                             | \$ 44.00          |                                     | Non-Private Rental During Normal Hours                                                                          |
|                                                                                                                                                                                                                                                                               | \$ 94.00          |                                     | Private Rental After Hours                                                                                      |
| Birthday Party                                                                                                                                                                                                                                                                | \$ 315.00         |                                     | Non-Private Birthday Party (During Open Swim Only)                                                              |
|                                                                                                                                                                                                                                                                               | \$ 615.00         |                                     | Private Birthday Party (After Hours) Includes Pizza                                                             |
| Youth Swim Team                                                                                                                                                                                                                                                               | \$ 54.00          |                                     | Off Season (2X Week) - Per month fee                                                                            |
|                                                                                                                                                                                                                                                                               | \$ 96.00          |                                     | Summer Season (4X Week) - Per month fee                                                                         |
| Masters Swim Team                                                                                                                                                                                                                                                             | \$ 54.00          |                                     | 2x/Week Per Month                                                                                               |
|                                                                                                                                                                                                                                                                               | \$ 78.00          |                                     | 3x/Week Per Month                                                                                               |
|                                                                                                                                                                                                                                                                               | \$ 12.00          |                                     | Drop-In Fee                                                                                                     |
| <b>CITY CLERK'S OFFICE</b>                                                                                                                                                                                                                                                    |                   |                                     |                                                                                                                 |
| <b>CITY CLERK FEES</b>                                                                                                                                                                                                                                                        | <b>FEE / FINE</b> | <b>Proposed Change</b>              | <b>COMMENTS</b>                                                                                                 |
| Alcohol Affidavit                                                                                                                                                                                                                                                             | \$ 35.00          |                                     |                                                                                                                 |
| Application Fee                                                                                                                                                                                                                                                               | \$ 35.00          |                                     | Note: base fee for all application documents. Some application fees may be higher based on type of application. |
| Certified Copies                                                                                                                                                                                                                                                              | \$ 20.00          |                                     | Per document (does not include copies or printout fees)                                                         |
| Notary Fee                                                                                                                                                                                                                                                                    | \$ 5.00           |                                     | Per Notary Public signature; not to exceed \$15                                                                 |
| Request for Noise Variance                                                                                                                                                                                                                                                    | \$ 35.00          |                                     | Application Fee - On-Line Form (Public Events/Private Events/Construction)                                      |
| Resolution #1815 - Memorial Placements                                                                                                                                                                                                                                        | \$ 35.00          |                                     | Application Fee                                                                                                 |
| <b>Resolution #2314 Public Records Policy</b>                                                                                                                                                                                                                                 |                   | <b>Based upon State Regulations</b> |                                                                                                                 |
| A. Copies, Printouts, Photographs, and Other Materials                                                                                                                                                                                                                        | \$ 0.25           |                                     | Per page - public record copies                                                                                 |
|                                                                                                                                                                                                                                                                               | \$ 17.00          |                                     | Per recording - audio recordings                                                                                |
|                                                                                                                                                                                                                                                                               | \$ 83.00          |                                     | Per recording - 911 recordings                                                                                  |
| B. Research and Retrieval Time                                                                                                                                                                                                                                                | \$ -              |                                     | First hour of research and retrieval time                                                                       |
|                                                                                                                                                                                                                                                                               | \$ 41.37          |                                     | Each additional hour after the first hour                                                                       |
|                                                                                                                                                                                                                                                                               | \$ 41.37          |                                     | Requests under the CCJRA per hour for search and retrieval of criminal justice records. Matches CORA amount.    |
| <b>LIQUOR LICENSE FEES</b>                                                                                                                                                                                                                                                    | <b>FEE / FINE</b> | <b>Proposed Change</b>              | <b>COMMENTS</b>                                                                                                 |
| Fermented Malt Beverage License - Off Premises                                                                                                                                                                                                                                | \$ 1,000.00       |                                     | New City Application                                                                                            |
|                                                                                                                                                                                                                                                                               | \$ 3.75           |                                     | New City License                                                                                                |
|                                                                                                                                                                                                                                                                               | \$ 1,003.75       |                                     | Total City New License Fees                                                                                     |
|                                                                                                                                                                                                                                                                               | \$ 750.00         |                                     | Transfer City Application                                                                                       |
|                                                                                                                                                                                                                                                                               | \$ 3.75           |                                     | Transfer City License                                                                                           |
|                                                                                                                                                                                                                                                                               | \$ 753.75         |                                     | Total City Transfer License Fee                                                                                 |
|                                                                                                                                                                                                                                                                               | \$ 100.00         |                                     | Renewal City Application                                                                                        |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE        | AMOUNT      | Proposed Change | COMMENTS                        |
|------------------------------|-------------|-----------------|---------------------------------|
|                              | \$ 3.75     |                 | Renewal City License            |
|                              | \$ 103.75   |                 | Total City Renewal License Fee  |
| Arts License                 | \$ 1,000.00 |                 | New City Application            |
|                              | \$ 41.25    |                 | New City License                |
|                              | \$ 1,041.25 |                 | Total City New License Fees     |
|                              | \$ 750.00   |                 | Transfer City Application       |
|                              | \$ 41.25    |                 | Transfer City License           |
|                              | \$ 791.25   |                 | Total City Transfer License Fee |
|                              | \$ 100.00   |                 | Renewal City Application        |
|                              | \$ 41.25    |                 | Renewal City License            |
|                              | \$ 141.25   |                 | Total City Renewal License Fee  |
| Retail Establishment Permit  | \$ 100.00   |                 | New City Application            |
|                              | \$ 25.00    |                 | New City License                |
|                              | \$ 125.00   |                 | Total City New License Fees     |
| Bed and Breakfast Permit     | \$ 100.00   |                 | New City Application            |
|                              | \$ 25.00    |                 | New City License                |
|                              | \$ 125.00   |                 | Total City New License Fees     |
|                              | n/a         |                 | Transfer City Application       |
|                              | n/a         |                 | Transfer City License           |
|                              | n/a         |                 | Total City Transfer License Fee |
|                              | \$ -        |                 | Renewal City Application        |
|                              | \$ 25.00    |                 | Renewal City License            |
|                              | \$ 25.00    |                 | Total City Renewal License Fee  |
| Beer and Wine License        | \$ 1,000.00 |                 | New City Application            |
|                              | \$ 48.75    |                 | New City License                |
|                              | \$ 1,048.75 |                 | Total City New License Fees     |
|                              | \$ 750.00   |                 | Transfer City Application       |
|                              | \$ 48.75    |                 | Transfer City License           |
|                              | \$ 798.75   |                 | Total City Transfer License Fee |
|                              | \$ 100.00   |                 | Renewal City Application        |
|                              | \$ 48.75    |                 | Renewal City License            |
|                              | \$ 148.75   |                 | Total City Renewal License Fee  |
| Brew Pub License             | \$ 1,000.00 |                 | New City Application            |
|                              | \$ 75.00    |                 | New City License                |
|                              | \$ 1,075.00 |                 | Total City New License Fees     |
|                              | \$ 750.00   |                 | Transfer City Application       |
|                              | \$ 75.00    |                 | Transfer City License           |
|                              | \$ 825.00   |                 | Total City Transfer License Fee |
|                              | \$ 100.00   |                 | Renewal City Application        |
|                              | \$ 75.00    |                 | Renewal City License            |
|                              | \$ 175.00   |                 | Total City Renewal License Fee  |
| Club License                 | \$ 1,000.00 |                 | New City Application            |
|                              | \$ 41.25    |                 | New City License                |
|                              | \$ 1,041.25 |                 | Total City New License Fees     |
|                              | \$ 750.00   |                 | Transfer City Application       |
|                              | \$ 41.25    |                 | Transfer City License           |
|                              | \$ 791.25   |                 | Total City Transfer License Fee |
|                              | \$ 100.00   |                 | Renewal City Application        |
|                              | \$ 41.25    |                 | Renewal City License            |
|                              | \$ 141.25   |                 | Total City Renewal License Fee  |
| Liquor Licensed Drugstore    | \$ 1,000.00 |                 | New City Application            |
|                              | \$ 22.50    |                 | New City License                |
|                              | \$ 1,022.50 |                 | Total City New License Fees     |
|                              | \$ 750.00   |                 | Transfer City Application       |
|                              | \$ 22.50    |                 | Transfer City License           |
|                              | \$ 772.50   |                 | Total City Transfer License Fee |
|                              | \$ 100.00   |                 | Renewal City Application        |
|                              | \$ 22.50    |                 | Renewal City License            |
|                              | \$ 122.50   |                 | Total City Renewal License Fee  |
| Distillery Pub               | \$ 1,000.00 |                 | New City Application            |
|                              | \$ 75.00    |                 | New City License                |
|                              | \$ 1,075.00 |                 | Total New City License Fees     |
|                              | \$ 750.00   |                 | Transfer City Application       |
|                              | \$ 75.00    |                 | Transfer City License           |
|                              | \$ 825.00   |                 | Total City Transfer License Fee |
|                              | \$ 100.00   |                 | Renewal City Application        |
|                              | \$ 75.00    |                 | Renewal City License            |
|                              | \$ 175.00   |                 | Total City Renewal License Fee  |
| Hotel and Restaurant License | \$ 1,000.00 |                 | New City Application            |
|                              | \$ 75.00    |                 | New City License                |
|                              | \$ 1,075.00 |                 | Total New City License Fees     |
|                              | \$ 750.00   |                 | Transfer City Application       |
|                              | \$ 75.00    |                 | Transfer City License           |
|                              | \$ 825.00   |                 | Total City Transfer License Fee |
|                              | \$ 100.00   |                 | Renewal City Application        |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                                                                   | AMOUNT             | Proposed Change | COMMENTS                                                        |
|-----------------------------------------------------------------------------------------|--------------------|-----------------|-----------------------------------------------------------------|
|                                                                                         | \$ 75.00           |                 | Renewal City License                                            |
|                                                                                         | <b>\$ 175.00</b>   |                 | <b>Total City Renewal License Fee</b>                           |
| Hotel and Restaurant License with Optional Premises                                     | \$ 1,000.00        |                 | New City Application                                            |
|                                                                                         | \$ 75.00           |                 | New City License                                                |
|                                                                                         | <b>\$ 1,075.00</b> |                 | <b>Total City New License Fees</b>                              |
|                                                                                         | \$ 750.00          |                 | Transfer City Application                                       |
|                                                                                         | \$ 75.00           |                 | Transfer City License                                           |
|                                                                                         | <b>\$ 825.00</b>   |                 | <b>Total City Transfer License Fee</b>                          |
|                                                                                         | \$ 100.00          |                 | Renewal City Application                                        |
|                                                                                         | \$ 75.00           |                 | Renewal City License                                            |
|                                                                                         | <b>\$ 175.00</b>   |                 | <b>Total City Renewal License Fee</b>                           |
| Lodging and OR Entertainment License (Separate Licenses)                                | \$ 1,000.00        |                 | New City Application                                            |
|                                                                                         | \$ 75.00           |                 | New City License                                                |
|                                                                                         | <b>\$ 1,075.00</b> |                 | <b>Total New City License Fees</b>                              |
|                                                                                         | \$ 750.00          |                 | Transfer City Application                                       |
|                                                                                         | \$ 75.00           |                 | Transfer City License                                           |
|                                                                                         | <b>\$ 825.00</b>   |                 | <b>Total City Transfer License Fee</b>                          |
|                                                                                         | \$ 100.00          |                 | Renewal City Application                                        |
|                                                                                         | \$ 75.00           |                 | Renewal City License                                            |
|                                                                                         | <b>\$ 175.00</b>   |                 | <b>Total City Renewal License Fee</b>                           |
| Optional Premises License                                                               | \$ 1,000.00        |                 | New City Application                                            |
|                                                                                         | \$ 75.00           |                 | New City License                                                |
|                                                                                         | <b>\$ 1,075.00</b> |                 | <b>Total City New License Fees</b>                              |
|                                                                                         | \$ 750.00          |                 | Transfer City Application                                       |
|                                                                                         | \$ 75.00           |                 | Transfer City License                                           |
|                                                                                         | <b>\$ 825.00</b>   |                 | <b>Total City Transfer License Fee</b>                          |
|                                                                                         | \$ 100.00          |                 | Renewal City Application                                        |
|                                                                                         | \$ 75.00           |                 | Renewal City License                                            |
|                                                                                         | <b>\$ 175.00</b>   |                 | <b>Total City Renewal License Fee</b>                           |
| Retail Liquor Store License                                                             | \$ 1,000.00        |                 | New City Application                                            |
|                                                                                         | \$ 22.50           |                 | New City License                                                |
|                                                                                         | <b>\$ 1,022.50</b> |                 | <b>Total City New License Fees</b>                              |
|                                                                                         | \$ 750.00          |                 | Transfer City Application                                       |
|                                                                                         | \$ 22.50           |                 | Transfer City License                                           |
|                                                                                         | <b>\$ 772.50</b>   |                 | <b>Total City Transfer License Fee</b>                          |
|                                                                                         | \$ 100.00          |                 | Renewal City Application                                        |
|                                                                                         | \$ 22.50           |                 | Renewal City License                                            |
|                                                                                         | <b>\$ 122.50</b>   |                 | <b>Total City Renewal License Fee</b>                           |
| Special Event( Fermented Malt Beverage) - Fees are per event - Cannot transfer or renew | \$ 100.00          |                 | City Application                                                |
|                                                                                         |                    |                 | City License                                                    |
|                                                                                         | <b>\$ 100.00</b>   |                 | <b>Total City License Fees</b>                                  |
| Special Event (Liquor)                                                                  | \$ 100.00          |                 | City Application- fees are per event - cannot transfer or renew |
|                                                                                         | \$ -               |                 | City License                                                    |
|                                                                                         | <b>\$ 100.00</b>   |                 | <b>Total City License Fees</b>                                  |
| Tavern License                                                                          | \$ 1,000.00        |                 | New City Application                                            |
|                                                                                         | \$ 75.00           |                 | New City License                                                |
|                                                                                         | <b>\$ 1,075.00</b> |                 | <b>Total City New License Fees</b>                              |
|                                                                                         | \$ 750.00          |                 | Transfer City Application                                       |
|                                                                                         | \$ 75.00           |                 | Transfer City License                                           |
|                                                                                         | <b>\$ 825.00</b>   |                 | <b>Total City Transfer License Fee</b>                          |
|                                                                                         | \$ 100.00          |                 | Renewal City Application                                        |
|                                                                                         | \$ 75.00           |                 | Renewal City License                                            |
|                                                                                         | <b>\$ 175.00</b>   |                 | <b>Total City Renewal License Fee</b>                           |
| Vintner's Restaurant License                                                            | \$ 1,000.00        |                 | New City Application                                            |
|                                                                                         | \$ 75.00           |                 | New City License                                                |
|                                                                                         | <b>\$ 1,075.00</b> |                 | <b>Total City New License Fees</b>                              |
|                                                                                         | \$ 750.00          |                 | Transfer City Application                                       |
|                                                                                         | \$ 75.00           |                 | Transfer City License                                           |
|                                                                                         | <b>\$ 825.00</b>   |                 | <b>Total City Transfer License Fee</b>                          |
|                                                                                         | \$ 100.00          |                 | Renewal City Application                                        |
|                                                                                         | \$ 75.00           |                 | Renewal City License                                            |
|                                                                                         | <b>\$ 175.00</b>   |                 | <b>Total City Renewal License Fee</b>                           |
| Application Fee for New License with Concurrent Review                                  | \$ 1,000.00        |                 | New City Application                                            |
|                                                                                         | \$ -               |                 | New City License                                                |
|                                                                                         | <b>\$ 1,000.00</b> |                 | <b>Total City New License Fees</b>                              |
| Application Fee for Additional Liquor-Licensed Drugstore with Concurrent Review         | \$ 1,000.00        |                 | New City Application                                            |
|                                                                                         | \$ -               |                 | New City License                                                |
|                                                                                         | <b>\$ 1,000.00</b> |                 | <b>Total City New License Fees</b>                              |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                                                                           | AMOUNT            | Proposed Change        | COMMENTS                                                                                                                                                             |
|-------------------------------------------------------------------------------------------------|-------------------|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Application Fee for Transfer of Ownership                                                       | \$ 750.00         |                        | City Application                                                                                                                                                     |
|                                                                                                 | \$ -              |                        | City License                                                                                                                                                         |
|                                                                                                 | \$ 750.00         |                        | Total City New License Fees                                                                                                                                          |
| Application Fee for Additional Liquor-Licensed Drugstore                                        | \$ 1,000.00       |                        | City Application                                                                                                                                                     |
|                                                                                                 | \$ 22.50          |                        | City License                                                                                                                                                         |
|                                                                                                 | \$ 1,022.50       |                        | Total City New License Fees                                                                                                                                          |
| Change of Location                                                                              | \$ -              |                        | City Application                                                                                                                                                     |
|                                                                                                 | \$ 750.00         |                        | City License                                                                                                                                                         |
|                                                                                                 | \$ 750.00         |                        | Total City License Fees                                                                                                                                              |
| Change of Trade / Corporate Name                                                                | \$ -              |                        | City Application                                                                                                                                                     |
|                                                                                                 | \$ -              |                        | City License                                                                                                                                                         |
|                                                                                                 | \$ -              |                        | Total City License Fees                                                                                                                                              |
| Corporation / LLC Change - per person                                                           | \$ -              |                        | City Application                                                                                                                                                     |
|                                                                                                 | \$ 100.00         |                        | City License                                                                                                                                                         |
|                                                                                                 | \$ 100.00         |                        | Total License Fees                                                                                                                                                   |
| Duplicate License                                                                               | \$ -              |                        | City Application                                                                                                                                                     |
|                                                                                                 | \$ -              |                        | City License                                                                                                                                                         |
|                                                                                                 | \$ -              |                        | Total License Fees                                                                                                                                                   |
| Expansion / Add Optional Premises (to existing Hotel & Restaurant License)                      | \$ -              |                        | City Application                                                                                                                                                     |
|                                                                                                 | \$ -              |                        | City License                                                                                                                                                         |
|                                                                                                 | \$ -              |                        | Total License Fees                                                                                                                                                   |
| Hotel / Tavern Manager's Registration                                                           | \$ -              |                        | City Application                                                                                                                                                     |
|                                                                                                 | \$ 75.00          |                        | City License                                                                                                                                                         |
|                                                                                                 | \$ 75.00          |                        | Total License Fees                                                                                                                                                   |
| Late Renewal Application Fee                                                                    | \$ 500.00         |                        | City Application                                                                                                                                                     |
|                                                                                                 | \$ -              |                        | City License                                                                                                                                                         |
|                                                                                                 | \$ 500.00         |                        | Total License Fees                                                                                                                                                   |
| Application Reissue Fee ( more than 90 days but less than 180 days of license expiration date)  | \$ 500.00         |                        | City Fee                                                                                                                                                             |
| Application Reissue Fine ( more than 90 days but less than 180 days of license expiration date) | \$25/day          |                        | City Fee-Beyond 90-day expiration date                                                                                                                               |
| Mini-Bar Permit (with Hotel & Restaurant License)                                               | \$ -              |                        | City Application-Fee directed by State Law                                                                                                                           |
|                                                                                                 | \$ 48.75          |                        | City License                                                                                                                                                         |
|                                                                                                 | \$ 48.75          |                        | Total City License Fees                                                                                                                                              |
| Modification of Premises                                                                        | \$ -              |                        | City Application                                                                                                                                                     |
|                                                                                                 | \$ 150.00         |                        | City License                                                                                                                                                         |
|                                                                                                 | \$ 150.00         |                        | Total City License Fees                                                                                                                                              |
| Temporary Permit                                                                                | \$ 100.00         |                        | City Application                                                                                                                                                     |
|                                                                                                 | \$ -              |                        | City License                                                                                                                                                         |
|                                                                                                 | \$ 100.00         |                        | Total City License Fees                                                                                                                                              |
| <b>COURT MUNICIPAL (JUDICIAL DEPARTMENT)</b>                                                    |                   |                        |                                                                                                                                                                      |
| Jury Fee                                                                                        |                   |                        | See: C.R.S. 13-10-114(3) if not assigned by Council                                                                                                                  |
| 1.32.120 Docket Fee AKA Court Costs                                                             | \$ 30.00          |                        |                                                                                                                                                                      |
| Law Enforcement Special Revenue Fund                                                            | \$ 45.00          |                        |                                                                                                                                                                      |
| See Fine Schedule- EXCEPT Parking offenses; Section 10.04.010                                   |                   |                        |                                                                                                                                                                      |
| <b>FINANCE DEPARTMENT</b>                                                                       |                   |                        |                                                                                                                                                                      |
| <b>BUSINESS LICENSE FEES</b>                                                                    | <b>FEE / FINE</b> | <b>Proposed Change</b> |                                                                                                                                                                      |
| Ch 5.04.030 General Business License - Non Retail                                               | \$ 72.00          |                        | New - Micromobility business license falls in this category per Finance Director. 5% excise to be paid monthly, Ebikes subject to 3.8% use tax per Finance Director. |
|                                                                                                 | \$ 44.00          |                        | Renewal                                                                                                                                                              |
| Ch 5.04.030 General Business License - Retail                                                   | \$ 134.00         |                        | New                                                                                                                                                                  |
|                                                                                                 | \$ 62.00          |                        | Renewal                                                                                                                                                              |
| Ch 5.05.010 Entertainment & Amusement                                                           | \$ 134.00         |                        | New                                                                                                                                                                  |
|                                                                                                 | \$ 25.00          |                        | Plus Additional per entertainment / amusement - New                                                                                                                  |
|                                                                                                 | \$ 72.00          |                        | Renewal                                                                                                                                                              |
|                                                                                                 | \$ 19.00          |                        | Plus Additional per entertainment / amusement - Renewal                                                                                                              |
| Ch 5.05.020 Restaurant                                                                          | \$ 134.00         |                        | New                                                                                                                                                                  |
|                                                                                                 | \$ 62.00          |                        | Renewal                                                                                                                                                              |
| Ch 5.05.030 Service Station                                                                     | \$ 134.00         |                        | New                                                                                                                                                                  |
|                                                                                                 | \$ 62.00          |                        | Renewal                                                                                                                                                              |
| Ch 5.05.040 Horse Drawn Vehicles and Pedicabs                                                   | \$ 134.00         |                        | New                                                                                                                                                                  |
|                                                                                                 | \$ 62.00          |                        | Renewal                                                                                                                                                              |
| Ch 5.07 Massage Establishment                                                                   | \$ 134.00         |                        | New                                                                                                                                                                  |
|                                                                                                 | \$ 62.00          |                        | Renewal                                                                                                                                                              |
| Ch 5.08 & Ch. 5.09 Medical and Retail Marijuana                                                 |                   |                        | In addition to Planning fees (see Planning Dept section) a general business retail license is required (see Ch. 5.04.030)                                            |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                                        | AMOUNT            | Proposed Change        | COMMENTS                                                                                                                                                                                     |
|--------------------------------------------------------------|-------------------|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Ch 5.10 Non-Cigarette Tobacco Product Retail                 | \$ 184.00         | New                    |                                                                                                                                                                                              |
|                                                              | \$ 174.00         | Renewal                |                                                                                                                                                                                              |
| Ch 18.40 Home Occupation                                     | \$ 50.00          | New                    |                                                                                                                                                                                              |
|                                                              | \$ 32.00          | Renewal                |                                                                                                                                                                                              |
| <b>OTHER FINANCE FEES</b>                                    | <b>FEE / FINE</b> | <b>Proposed Change</b> | <b>COMMENTS</b>                                                                                                                                                                              |
| Ch 3.04 Collection fee                                       | \$ 0.20           |                        | <b>When unpaid &amp; overdue amounts owed to the City are referred to a collection agency, this additional percentage will be added</b>                                                      |
| Unaltered dog/cat/potbellied pig                             | No Fee            |                        | Unaltered guide dogs used by the blind, partially blind, deaf or partially deaf                                                                                                              |
| 1-year license                                               | \$ 35.00          |                        |                                                                                                                                                                                              |
| 3-year license                                               | \$ 75.00          |                        |                                                                                                                                                                                              |
| 1-year license                                               | \$ 20.00          |                        | Citizens over 65 years of age                                                                                                                                                                |
| 3-year license                                               | \$ 55.00          |                        | Citizens over 65 years of age                                                                                                                                                                |
| Altered dog/cat/potbellied pig                               |                   |                        | Unaltered guide dogs used by the blind, partially blind, deaf or partially deaf                                                                                                              |
| 1-year license                                               | \$ 20.00          |                        |                                                                                                                                                                                              |
| 3-year license                                               | \$ 40.00          |                        |                                                                                                                                                                                              |
| 1-year license                                               | \$ 10.00          |                        | Citizens over 65 years of age                                                                                                                                                                |
| 1-year license                                               | \$ 25.00          |                        | Citizens over 65 years of age                                                                                                                                                                |
| Late Fee                                                     | \$ 20.00          |                        | Late renewal fee in addition to license fee (30 days after license expiration)                                                                                                               |
| Ch 7.08 Kennel License                                       | \$ 300.00         |                        |                                                                                                                                                                                              |
| <b>PROTECTION AGAINST FIRE &amp; FIRE REVIEW FEES</b>        | <b>FEE / FINE</b> | <b>Proposed Change</b> | <b>COMMENTS</b>                                                                                                                                                                              |
| <b>6.32.030 Fire inspection, plan reviews, &amp; permits</b> |                   |                        | When unpaid & overdue amounts owed to the City are referred to a collection agency, these additional charges will be added.                                                                  |
| Special Attendance                                           | \$ 90.00          |                        | Per hour, 2 hour minimum                                                                                                                                                                     |
| Pre-plan Submittal Consult                                   | \$ 80.00          |                        | Per hour, 2 hour minimum                                                                                                                                                                     |
| Development Plan Review                                      | \$ 390.00         |                        |                                                                                                                                                                                              |
| Water Plan Review                                            | \$ 140.00         |                        | Per structure & each hydrant / cistern connection                                                                                                                                            |
|                                                              | \$ 50.00          |                        | Plus additional per connection                                                                                                                                                               |
| Construction Plan Review                                     | \$ 575.00         |                        | A (Assembly building) - Occupancies up to and including 100,000 square feet                                                                                                                  |
|                                                              | \$ 1,650.00       |                        | A (Assembly building) - Occupancies more than 100,000 square feet                                                                                                                            |
|                                                              | \$ 550.00         |                        | B (Business building) - Occupancies up to and including 50,000 square feet                                                                                                                   |
|                                                              | \$ 1,650.00       |                        | B (Business building) - Occupancies more than 50,000 square feet                                                                                                                             |
|                                                              | \$ 775.00         |                        | E (Educational building) - Occupancies                                                                                                                                                       |
|                                                              | \$ 625.00         |                        | F (Factory Industrial building) - Occupancies                                                                                                                                                |
|                                                              | \$ 1,150.00       |                        | H (High-hazard building) - Occupancies                                                                                                                                                       |
|                                                              | \$ 650.00         |                        | I (Institutional building) - Occupancies up to 60 patient beds                                                                                                                               |
|                                                              | \$ 1,150.00       |                        | I (Institutional building) - Occupancies 51 patient beds or more                                                                                                                             |
|                                                              | \$ 775.00         |                        | M (Mercantile building) - Occupancies up to and including 50,000 square feet                                                                                                                 |
|                                                              | \$ 1,650.00       |                        | M (Mercantile building) - Occupancies more than 50,000 square feet                                                                                                                           |
|                                                              | \$ 550.00         |                        | R (Residential building) - Occupancies up to and including 15 residential units                                                                                                              |
|                                                              | \$ 1,150.00       |                        | R (Residential building) - Occupancies more than 15 residential units                                                                                                                        |
|                                                              | \$ 550.00         |                        | S (Storage building) - Occupancies                                                                                                                                                           |
|                                                              | \$ 170.00         |                        | U (Miscellaneous building) - Occupancies                                                                                                                                                     |
|                                                              | \$ 120.00         |                        | Interior Remodel and Finishes                                                                                                                                                                |
| <b>6.32.040 Hazardous Materials</b>                          |                   |                        |                                                                                                                                                                                              |
| Hazardous Materials                                          | \$ 575.00         |                        | To review and inspect hazardous materials compliance in occupancies using, storing, or handling hazardous materials greater than the permit amounts as indicated in the applicable fire code |
| <b>6.32.050 High-pile Storage</b>                            |                   |                        |                                                                                                                                                                                              |
| High-pile Storage                                            | \$ 575.00         |                        | To review and inspect high-pile storage compliance in occupancies storing high-pile stock as defined by the applicable fire code                                                             |
| <b>Inspections</b>                                           |                   |                        |                                                                                                                                                                                              |
| Re-inspection after failed inspection                        | \$ 55.00          |                        | Per hour, 2 hour minimum                                                                                                                                                                     |
| Fire Sprinkler Plan Review                                   | \$ 500.00         |                        | 0 - 100 devices (sprinkler head, flow switch, retard chamber, etc...)                                                                                                                        |
|                                                              | \$ 575.00         |                        | 101 - 200 devices                                                                                                                                                                            |
|                                                              | \$ 675.00         |                        | 201 or more devices                                                                                                                                                                          |
|                                                              | \$ 120.00         |                        | Plus Additional for each floor above the first floor                                                                                                                                         |
|                                                              | \$ 120.00         |                        | Plus Additional for each riser after the first riser                                                                                                                                         |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                                                                                   | AMOUNT      | Proposed Change | COMMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------------------------------------------------------------------------------------------|-------------|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Fire Alarm Plan Review                                                                                  | \$ 475.00   |                 | 0 - 50 devices (smoke detector, pull station, horn/strobe, etc)                                                                                                                                                                                                                                                                                                                                                                               |
|                                                                                                         | \$ 525.00   |                 | 51 - 100 devices                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                                                                                         | \$ 625.00   |                 | 101 or more devices                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Fixed Fire Plan Review                                                                                  | \$ 185.00   |                 | First system                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                                                                         | \$ 70.00    |                 | Each additional system within the same business                                                                                                                                                                                                                                                                                                                                                                                               |
| Shipping / Travel                                                                                       | \$ 90.00    |                 | Per hour - Retrofits, upgrades, or code compliance situations where only fire alarm monitoring is needed                                                                                                                                                                                                                                                                                                                                      |
| Special Permits                                                                                         | \$ 75.00    |                 | Effective for one year;<br>1) Bonfires, rubbish fires, or open burning;<br>2) Explosives & blasting caps;<br>3) Dry-cleaning plants;<br>4) Fireworks;<br>5) Installations alteration, removal, abandonment, retirement from service or other disposal of flammable or combustible-liquid tanks;<br>6) Erecting or operating a tent or air-supported structure covering an area in excess of 200 sq. feet unless used exclusively for camping. |
| Structure Permit Fee for Public Events                                                                  | \$ 28.00    |                 | Per structure (tents, canopies, etc...)                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>6.32.060 In-House Inspections and Reviews</b>                                                        |             |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Legend / Unit (with 2006 Equivalents)                                                                   | \$ 90.00    |                 | Plan Review (p)                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                                                                                                         | \$ 86.00    |                 | Inspection (i)                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Engine (e)                                                                                              | \$ 346.00   |                 | First Hour - On Duty                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                                                                                         | \$ 117.00   |                 | Each Subsequent Hour - On Duty                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                                                                                         | \$ 404.00   |                 | Overtime - first hour                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                                                                         | \$ 176.00   |                 | Overtime - Each Subsequent Hour                                                                                                                                                                                                                                                                                                                                                                                                               |
| Brush Truck (2 person - without Engine) (b)                                                             | \$ 281.00   |                 | First Hour - On Duty                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                                                                                         | \$ 52.00    |                 | Each Subsequent Hour - On Duty                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                                                                                         | \$ 307.00   |                 | Overtime - first hour                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                                                                         | \$ 79.00    |                 | Overtime - Each Subsequent Hour                                                                                                                                                                                                                                                                                                                                                                                                               |
| Plan Reviews                                                                                            | \$ 180.00   |                 | Development per plan (2 Plan Reviews)                                                                                                                                                                                                                                                                                                                                                                                                         |
| Pre-plan Submittal Consultations                                                                        | \$ 180.00   |                 | Per hour (assessed after first 30 minutes, in 1/2 hour increments) (2 Plan Reviews)                                                                                                                                                                                                                                                                                                                                                           |
| Hazardous Materials - see Chapter 2 of the International Fire Code of occupancy classification examples |             |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                                                                                                         | \$ 354.00   |                 | A (Assembly building) - (2 Plan Reviews + 2 hours)                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                                                                         | \$ 354.00   |                 | A (Assembly building) - (2 Plan Reviews + 2 hours)                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                                                                         | \$ 531.00   |                 | A (Assembly building) - (3 Plan Reviews + 3 hours)                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                                                                         | \$ 531.00   |                 | A (Assembly building) - (3 Plan Reviews + 3 hours)                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                                                                         | \$ 354.00   |                 | A (Assembly building) - (2 Plan Reviews + 2 hours)                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                                                                         | \$ 531.00   |                 | B (Business building) - (3 Plan Reviews + 3 hours)                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                                                                         | \$ 708.00   |                 | E (Educational building) - (4 Plan Reviews + 4 hours)                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                                                                         | \$ 708.00   |                 | F (Factory Industrial building) - Group 1 - (4 Plan Reviews + 4 hours)                                                                                                                                                                                                                                                                                                                                                                        |
|                                                                                                         | \$ 531.00   |                 | F (Factory Industrial building) - Group 2 - (3 Plan Reviews + 3 hours)                                                                                                                                                                                                                                                                                                                                                                        |
|                                                                                                         | \$ 885.00   |                 | H (High-hazard building) - Group 1 - (5 Plan Reviews + 5 hours)                                                                                                                                                                                                                                                                                                                                                                               |
|                                                                                                         | \$ 708.00   |                 | H (High-hazard building) - (4 Plan Reviews + 4 hours)                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                                                                         | \$ 531.00   |                 | H (High-hazard building) - (3 Plan Reviews + 3 hours)                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                                                                         | \$ 708.00   |                 | H (High-hazard building) - (4 Plan Reviews + 4 hours)                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                                                                         | \$ 1,149.00 |                 | H (High-hazard building) - Group 5 - Up to and including 100,000 square feet - (6 Plan Reviews + 7h)                                                                                                                                                                                                                                                                                                                                          |
|                                                                                                         | \$ 1,503.00 |                 | H (High-hazard building) - Group 5 - 100,001 to 200,000 square feet - (8 Plan Reviews + 9 hours)                                                                                                                                                                                                                                                                                                                                              |
|                                                                                                         | \$ 618.00   |                 | H (High-hazard building) - Group 5 - 200,001 or greater square feet, each additional square feet or fraction thereof - (3 Plan Reviews + 4 hours)                                                                                                                                                                                                                                                                                             |
|                                                                                                         | \$ 354.00   |                 | I (Institutional building) - (2 Plan Reviews + 2 hours)                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                                                         | \$ 885.00   |                 | I (Institutional building) - (5 Plan Reviews + 5 hours)                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                                                         | \$ 531.00   |                 | I (Institutional building) - (3 Plan Reviews + 3 hours)                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                                                         | \$ 354.00   |                 | I (Institutional building) - (2 Plan Reviews + 2 hours)                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                                                         | \$ 354.00   |                 | M (Mercantile building) - Up to and including 50,000 square feet - (2 Plan Reviews + 2 hours)                                                                                                                                                                                                                                                                                                                                                 |
|                                                                                                         | \$ 885.00   |                 | M (Mercantile building) - 50,001 or greater square feet - (5 Plan Reviews + 5 hours)                                                                                                                                                                                                                                                                                                                                                          |
|                                                                                                         | \$ 531.00   |                 | R (Residential building) - Group 1 - (3 Plan Reviews + 3 hours)                                                                                                                                                                                                                                                                                                                                                                               |
|                                                                                                         | \$ 354.00   |                 | R (Residential building) - Group 2 - (2 Plan Reviews + 2 hours)                                                                                                                                                                                                                                                                                                                                                                               |
|                                                                                                         | n/a         |                 | R (Residential building) -                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                                                                                                         | \$ 354.00   |                 | R (Residential building) - Group 4 (2 Plan Reviews + 2 hours)                                                                                                                                                                                                                                                                                                                                                                                 |
|                                                                                                         | \$ 531.00   |                 | S (Storage building) - Group 1 - (3 Plan Reviews + 3 hours)                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                                                                         | \$ 354.00   |                 | S (Storage building) - Group 2 (2 Plan Reviews + 2 hours)                                                                                                                                                                                                                                                                                                                                                                                     |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                                           | AMOUNT                        | Proposed Change        | COMMENTS                                                                                                                   |
|-----------------------------------------------------------------|-------------------------------|------------------------|----------------------------------------------------------------------------------------------------------------------------|
|                                                                 | \$ 354.00                     |                        | U (Miscellaneous building) - (2 Plan Reviews + 2 hours)                                                                    |
| High Piled Storage                                              | \$ 528.00                     |                        | Up to and including 75,000 square feet - (3 Plan Reviews + 3 inspections)                                                  |
|                                                                 | \$ 1,056.00                   |                        | 75,001 or greater square feet - (6 Plan Reviews + 6 inspections)                                                           |
| Subsequent Plan Submittals                                      | 1.5x original Plan Review Fee |                        | 3rd & subsequent submittals                                                                                                |
| Overtime Plan Reviews                                           | \$ 270.00                     |                        | First two hours or portion of thereof - (+3 Plan Reviews)                                                                  |
|                                                                 | \$ 135.00                     |                        | per hour - Subsequent hours - (+1.5 Plan Reviews)                                                                          |
| Permit / Inspection                                             | 2 x Permit / Inspection Fee   |                        | Investigation (work without a permit), per incident                                                                        |
| Construction Permits                                            | Peak consulting fees          |                        | Automatic Fire Extinguishing                                                                                               |
|                                                                 | Peak consulting fees          |                        | Fire alarm and detection systems                                                                                           |
|                                                                 | Peak consulting fees          |                        | Hydrants                                                                                                                   |
|                                                                 | Peak consulting fees          |                        | Standpipe systems                                                                                                          |
|                                                                 | \$ 174.00                     |                        | Temporary membrane structures, tents, and canopies - (2 hours)                                                             |
|                                                                 | See Development Plan review   |                        | Fire lanes / site development                                                                                              |
| Operational Permits - Special Events and Fairs                  | \$ 90.00                      |                        | Review of street closures less than 3 blocks (all directions) - (1 Plan Review)                                            |
|                                                                 | \$ 262.00                     |                        | Review and inspection of street closures 3 - 6 blocks (all directions) - (1 Plan Review + 2 inspections)                   |
|                                                                 | \$ 393.00                     |                        | Review and inspection of street closures greater than 6 blocks (all directions) - (1.5 Plan Reviews + 3 inspections)       |
|                                                                 | \$ 87.00                      |                        | per permitable tent - Additional review and inspection fee for each permitable tent as part of a street closure - (1 hour) |
| Trip Fee                                                        | \$ 86.00                      |                        | For third and each subsequent partial inspection - (1 inspections)                                                         |
| Reinspections                                                   | \$ 129.00                     |                        | First and each subsequent incident - (1.5 inspections)                                                                     |
| Overtime Inspections                                            | \$ 258.00                     |                        | First two hours or portion of thereof - (+3 inspections)                                                                   |
|                                                                 | \$ 129.00                     |                        | per hour - Subsequent hours - (+1.5 inspections)                                                                           |
| Search, Retrieval, and Copying of Documents and Records         | \$ 20.00                      |                        | per hour - Document search and retrieval (assessed in 1/4 hour increments)                                                 |
|                                                                 | \$ 20.00                      |                        | per hour - Document search and retrieval from archives (assessed in 1/4 hour increments)                                   |
|                                                                 | \$ 0.25                       |                        | per page - Document copies and prints                                                                                      |
|                                                                 | \$ 10.00                      |                        | per page - Blueprint / Plotter copies and prints                                                                           |
|                                                                 | \$ 5.00                       |                        | per hour or portion thereof - Inspection of documents                                                                      |
|                                                                 | \$ 20.00                      |                        | plus costs of photo processing - Photographs prints, full and/or partial roll                                              |
|                                                                 | \$ 20.00                      |                        | plus cost per print - Digital images base rate                                                                             |
|                                                                 | \$ 20.00                      |                        | per hour - Inspection, listening of recording or any audio / visual tape (assessed in 1/4 hour increments)                 |
|                                                                 | \$ 8.00                       |                        | per tape - Holding of tape for any criminal or civil matter                                                                |
|                                                                 | \$ 50.00                      |                        | per hour or portion thereof - Environmental and hazardous materials incident research                                      |
| Standby Fire Watch                                              | \$ 129.00                     |                        | per person, per hour (1.5 inspections)                                                                                     |
| <b>EMERGENCY SERVICES</b>                                       |                               |                        |                                                                                                                            |
|                                                                 | <b>FEE / FINE</b>             |                        | <b>COMMENTS</b>                                                                                                            |
| Engine or Truck Company (e)                                     | \$ 346.00                     |                        | First hour (On-Duty)                                                                                                       |
|                                                                 | \$ 117.00                     |                        | each Subsequent Hour (On-Duty)                                                                                             |
|                                                                 | \$ 404.00                     |                        | First hour (Overtime)                                                                                                      |
|                                                                 | \$ 176.00                     |                        | each Subsequent Hour (Overtime)                                                                                            |
| Brush Truck (Two Person - Without Engine) (b)                   | \$ 281.00                     |                        | First hour (On-Duty)                                                                                                       |
|                                                                 | \$ 52.00                      |                        | each Subsequent Hour (On-Duty)                                                                                             |
|                                                                 | \$ 307.00                     |                        | First hour (Overtime)                                                                                                      |
|                                                                 | \$ 79.00                      |                        | each Subsequent Hour (Overtime)                                                                                            |
| <b>EMS TRANSPORT SERVICES</b>                                   |                               |                        |                                                                                                                            |
|                                                                 | <b>FEE / FINE</b>             | <b>Proposed Change</b> | <b>COMMENTS</b>                                                                                                            |
| Basic Life Support Transport                                    | \$ 1,725.00                   | \$ 1,811.25            | Base rate for BLS transport                                                                                                |
| Advanced Life Support Transport                                 | \$ 2,044.00                   | \$ 2,146.20            | Base rate for ALS transport                                                                                                |
| Advanced Life Support - Level 2                                 | \$ 2,852.00                   | \$ 2,994.60            | Base rate for ALS Level 2 transport                                                                                        |
|                                                                 | \$ 32.00                      |                        | Rate per transport mile                                                                                                    |
| <b>MOBILITY AND PARKING</b>                                     |                               |                        |                                                                                                                            |
| <b>PARKING CITATION FINES</b>                                   |                               |                        |                                                                                                                            |
|                                                                 | <b>FEE / FINE</b>             | <b>Proposed Change</b> | <b>COMMENTS</b>                                                                                                            |
| Fine schedule for PARKING OFFENSES - Section 10.04.010          |                               |                        |                                                                                                                            |
| 1203 - Parking for Certain Purposes Prohibited                  |                               |                        |                                                                                                                            |
| 1203(a) Greasing, painting, or repairing vehicle - 10.04.010(c) | \$ 25.00                      |                        | First Citation                                                                                                             |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                                                                                                                                  | AMOUNT    | Proposed Change | COMMENTS                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------|------------------------------------------|
|                                                                                                                                                        | \$ 35.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                        | \$ 50.00  |                 | Third Offense after additional 2 hours   |
| 1203(b) Displaying advertising                                                                                                                         | \$ 25.00  |                 | First Citation                           |
|                                                                                                                                                        | \$ 35.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                        | \$ 50.00  |                 | Third Offense after additional 2 hours   |
| 1203(c) Over 42 hours                                                                                                                                  | \$ 25.00  |                 | First Citation                           |
|                                                                                                                                                        | \$ 35.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                        | \$ 50.00  |                 | Third Offense after additional 2 hours   |
| <b>1204 Stopping, Standing, or Parking Prohibited</b>                                                                                                  |           |                 |                                          |
| 1204(1)(a) On sidewalk                                                                                                                                 | \$ 55.00  |                 | First Citation                           |
|                                                                                                                                                        | \$ 65.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                        | \$ 75.00  |                 | Third Offense after additional 2 hours   |
| 1204(1)(b) Within an intersection                                                                                                                      | \$ 55.00  |                 | First Citation                           |
|                                                                                                                                                        | \$ 65.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                        | \$ 75.00  |                 | Third Offense after additional 2 hours   |
| 1204(1)(c) On a crosswalk                                                                                                                              | \$ 55.00  |                 | First Citation                           |
|                                                                                                                                                        | \$ 65.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                        | \$ 75.00  |                 | Third Offense after additional 2 hours   |
| 1204(1)(e) Alongside or opposite street excavation or obstruction when obstructs traffic                                                               | \$ 55.00  |                 | First Citation                           |
|                                                                                                                                                        | \$ 65.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                        | \$ 75.00  |                 | Third Offense after additional 2 hours   |
| 1204(1)(f) On the roadway side of any vehicle stopped or parked at the edge of curb or street                                                          | \$ 35.00  |                 | First citation                           |
|                                                                                                                                                        | \$ 45.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                        | \$ 55.00  |                 | Third Offense after additional 2 hours   |
| 1204(1)(g) On bridge or elevated highway structure or highway tunnel                                                                                   | \$ 25.00  |                 | First citation                           |
|                                                                                                                                                        | \$ 35.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                        | \$ 45.00  |                 | Third Offense after additional 2 hours   |
| 1204(1)(i) On controlled access highway                                                                                                                | \$ 25.00  |                 | First Citation                           |
|                                                                                                                                                        | \$ 35.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                        | \$ 45.00  |                 | Third Offense after additional 2 hours   |
| 1204(1)(j) In area between roadways on divided highway                                                                                                 | \$ 35.00  |                 | First Citation                           |
|                                                                                                                                                        | \$ 45.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                        | \$ 55.00  |                 | Third Offense after additional 2 hours   |
| 1204(1)(k) Any other place where official signs prohibit                                                                                               | \$ 35.00  |                 | First Citation                           |
|                                                                                                                                                        | \$ 45.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                        | \$ 55.00  |                 | Third Offense after additional 2 hours   |
| 1204(2)(a) Within 5' of public or private driveway                                                                                                     | \$ 35.00  |                 | First citation                           |
|                                                                                                                                                        | \$ 45.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                        | \$ 55.00  |                 | Third Offense after additional 2 hours   |
| 1204(2)(b) Within 15' of a hydrant                                                                                                                     | \$ 150.00 |                 | First Citation                           |
|                                                                                                                                                        | \$ 250.00 |                 | Second Citation after additional 2 hours |
|                                                                                                                                                        | \$ 499.00 |                 | Third Offense after additional 2 hours   |
| 1204(2)(c) Within 20' of a crosswalk at an intersection                                                                                                | \$ 35.00  |                 | First citation                           |
|                                                                                                                                                        | \$ 45.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                        | \$ 55.00  |                 | Third Offense after additional 2 hours   |
| 1204(2)(d) Within 30' upon approach to a flashing signal, stop sign, yield sign, or traffic control signal                                             | \$ 35.00  |                 | First citation                           |
|                                                                                                                                                        | \$ 45.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                        | \$ 55.00  |                 | Third Offense after additional 2 hours   |
| 1204(2)(e) Within 20' of the driveway entrance to any fire station, or on the opposite side of the street from the entrance, or within 75' when posted | \$ 35.00  |                 | First Citation                           |
|                                                                                                                                                        | \$ 45.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                        | \$ 55.00  |                 | Third Offense after additional 2 hours   |
| 1204(3)(b) Fire Lane                                                                                                                                   | \$ 150.00 |                 | First Citation                           |
|                                                                                                                                                        | \$ 250.00 |                 | Second Citation after additional 2 hours |
|                                                                                                                                                        | \$ 499.00 |                 | Third Offense after additional 2 hours   |
| 1204(5) Moving a vehicle not lawfully under control into prohibited area or away from curb unlawful distance                                           | \$ 35.00  |                 | First Citation                           |
|                                                                                                                                                        | \$ 45.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                        | \$ 55.00  |                 | Third Offense after additional 2 hours   |
| 1204(6) Violation of restrictions indicated by traffic control devices placed by local authority or violation of parking time limit - 10.04.010(f)     | \$ 35.00  |                 | First citation                           |
|                                                                                                                                                        | \$ 75.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                        | \$ 105.00 |                 | Third Offense after additional 2 hours   |
| 1204(7) Parking adjacent to any yellow curb or designated "Reserved" - 10.04.010(g)                                                                    | \$ 35.00  |                 | First Citation                           |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                                                                                                                              | AMOUNT    | Proposed Change | COMMENTS                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------|------------------------------------------|
|                                                                                                                                                    | \$ 45.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                    | \$ 55.00  |                 | Third Offense after additional 2 hours   |
| 1204(8) Parking prohibited at designated bus stop, tour-bus stop, or trolley stop - 10.04.010(f)                                                   | \$ 55.00  |                 | First citation                           |
|                                                                                                                                                    | \$ 65.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                    | \$ 75.00  |                 | Third Offense after additional 2 hours   |
| 1204(9) Violation of restrictions indicated by traffic control devices placed by local authority or violation of parking time limit - 10.04.010(f) | \$ 35.00  |                 | First Citation                           |
|                                                                                                                                                    | \$ 75.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                    | \$ 105.00 |                 | Third Offense after additional 2 hours   |
| <b>1205 Parking at Curb or Edge of Roadway</b>                                                                                                     |           |                 |                                          |
| 1205(1) Two way road more than 12" from curb                                                                                                       | \$ 35.00  |                 | First Citation                           |
|                                                                                                                                                    | \$ 45.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                    | \$ 55.00  |                 | Third Offense after additional 2 hours   |
| 1205(1) One way road more than 12" from curb                                                                                                       | \$ 35.00  |                 | First Citation                           |
|                                                                                                                                                    | \$ 45.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                    | \$ 55.00  |                 | Third Offense after additional 2 hours   |
| 1208 Parking Privileged for Person with Disabilities (see also 10.12.012)                                                                          |           |                 |                                          |
|                                                                                                                                                    | \$ 150.00 |                 | First Citation                           |
|                                                                                                                                                    | \$ 250.00 |                 | Second Citation after additional 2 hours |
|                                                                                                                                                    | \$ 499.00 |                 | Third Offense after additional 2 hours   |
| 1212 All Night Parking Prohibited (other than physicians or persons on emergency calls - when signed 3:00 a.m. - 6:00 a.m.)                        |           |                 |                                          |
|                                                                                                                                                    | \$ 35.00  |                 | First Citation                           |
|                                                                                                                                                    | \$ 45.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                    | \$ 55.00  |                 | Third Offense after additional 2 hours   |
| <b>10.12.010 Parking Prohibited Where and When</b>                                                                                                 |           |                 |                                          |
| 10.12.010(A) Metered Parking On-Street - Failure to Pay or Expired Meter, Failure to comply with posted rules                                      | \$ 35.00  |                 | First Citation                           |
|                                                                                                                                                    | \$ 75.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                    | \$ 105.00 |                 | Third Offense after additional 2 hours   |
| 10.12.010(B) Metered Parking On-Street - Failure to Pay or Expired Meter, Failure to comply with posted rules (no Reservation in Barr Lot)         | \$ 70.00  |                 | First Citation                           |
|                                                                                                                                                    | \$ 100.00 |                 | Second Citation after additional 2 hours |
|                                                                                                                                                    | \$ 150.00 |                 | Third Offense after additional 2 hours   |
| 10.12.012 Handicapped Parking Spaces (see also 1208)                                                                                               | \$ 150.00 |                 | First Citation                           |
|                                                                                                                                                    | \$ 250.00 |                 | Second Citation after additional 2 hours |
|                                                                                                                                                    | \$ 499.00 |                 | Third Offense after additional 2 hours   |
| <b>10.12.014(C) Center Lane</b>                                                                                                                    |           |                 |                                          |
| 10.12.014(C)(1) Failure to Obtain/Display Required Permit or Placard                                                                               | \$ 45.00  |                 | First Citation                           |
|                                                                                                                                                    | \$ 45.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                    | \$ 45.00  |                 | Third Offense after additional 2 hours   |
| 10.12.014(C)(2) with Vehicle Emergency Warning Lamps Flashing                                                                                      | \$ 45.00  |                 | First Citation                           |
|                                                                                                                                                    | \$ 45.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                    | \$ 45.00  |                 | Third Offense after additional 2 hours   |
| 10.12.014(C)(3) Over 15 Minutes and/or No Active Loading/Unloading                                                                                 | \$ 45.00  |                 | First Citation                           |
|                                                                                                                                                    | \$ 45.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                    | \$ 45.00  |                 | Third Offense after additional 2 hours   |
| 10.12.014(C)(4) Within 20' of a Pedestrian Crosswalk                                                                                               | \$ 50.00  |                 | First Citation                           |
|                                                                                                                                                    | \$ 50.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                    | \$ 50.00  |                 | Third Offense after additional 2 hours   |
| 10.12.015 Oversized Vehicles/Trailers/Recreational Vehicles                                                                                        | WARNING   |                 | First Citation                           |
|                                                                                                                                                    | \$ 35.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                    | \$ 50.00  |                 | Third Offense after additional 2 hours   |
| <b>10.12.019 Parking In Residential Permit Parking Area</b>                                                                                        |           |                 |                                          |
| 10.12.019 Failure to Display Permit                                                                                                                | \$ 5.00   |                 | First Citation                           |
|                                                                                                                                                    | \$ 10.00  |                 | Second Citation after additional 2 hours |
|                                                                                                                                                    | \$ 15.00  |                 | Third Offense after additional 2 hours   |
| 10.12.019 Unpermitted Parking RPP                                                                                                                  | \$ 70.00  |                 | First Citation                           |
|                                                                                                                                                    | \$ 100.00 |                 | Second Citation after additional 2 hours |
|                                                                                                                                                    | \$ 150.00 |                 | Third Offense after additional 2 hours   |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                                                                                                                                                                          | AMOUNT                                    | Proposed Change        | COMMENTS                                                                                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10.12.030 Violation - Authority to Boot Vehicle (Removal Fee)                                                                                                                                  | \$ 100.00                                 |                        | 3 - 5 unpaid tickets                                                                                                                                                                                  |
|                                                                                                                                                                                                | \$ 200.00                                 |                        | 6 - 8 unpaid tickets                                                                                                                                                                                  |
|                                                                                                                                                                                                | \$ 300.00                                 |                        | 9 + unpaid tickets                                                                                                                                                                                    |
| All parking offenses for which payment is not received within 30 days after the date of the offense, or which is not scheduled for a Court appearance, shall incur an additional fine of \$10. |                                           |                        |                                                                                                                                                                                                       |
| <b>12.34.010 Roll-off dumpsters, storage pods, or other large immovable Objects</b>                                                                                                            |                                           |                        |                                                                                                                                                                                                       |
| 12.34.010.A.3 Permit fees                                                                                                                                                                      |                                           |                        |                                                                                                                                                                                                       |
| Paid Parking Areas:                                                                                                                                                                            | \$ 100.00                                 |                        | 1 week - on season *                                                                                                                                                                                  |
|                                                                                                                                                                                                | \$ 50.00                                  |                        | 1 week - off season **                                                                                                                                                                                |
|                                                                                                                                                                                                | \$ 300.00                                 |                        | 2 weeks - on season *                                                                                                                                                                                 |
|                                                                                                                                                                                                | \$ 100.00                                 |                        | 2 weeks - off season **                                                                                                                                                                               |
|                                                                                                                                                                                                | \$ 400.00                                 |                        | Up to 30 days - on season *                                                                                                                                                                           |
|                                                                                                                                                                                                | \$ 200.00                                 |                        | Up to 30 days - off season **                                                                                                                                                                         |
|                                                                                                                                                                                                |                                           |                        | Additional months or portions thereof charged 100% based fee up to three months in any 12-month period                                                                                                |
| All Other Streets or Sidewalks:                                                                                                                                                                | \$ 30.00                                  |                        | 1 week - on season *                                                                                                                                                                                  |
|                                                                                                                                                                                                | \$ 15.00                                  |                        | 1 week - off season **                                                                                                                                                                                |
|                                                                                                                                                                                                | \$ 75.00                                  |                        | 2 weeks - on season *                                                                                                                                                                                 |
|                                                                                                                                                                                                | \$ 40.00                                  |                        | 2 weeks - off season **                                                                                                                                                                               |
|                                                                                                                                                                                                | \$ 300.00                                 |                        | Up to 30 days - on season *                                                                                                                                                                           |
|                                                                                                                                                                                                | \$ 200.00                                 |                        | Up to 30 days - off season **                                                                                                                                                                         |
| * On-season is May 1 through September 30                                                                                                                                                      |                                           |                        |                                                                                                                                                                                                       |
| ** Off-season is October 1 through April 30                                                                                                                                                    |                                           |                        |                                                                                                                                                                                                       |
| <b>MOVING &amp; CONSTRUCTION PERMIT FEES</b>                                                                                                                                                   | <b>FEE / FINE</b>                         | <b>Proposed Change</b> | <b>COMMENTS</b>                                                                                                                                                                                       |
| Construction Activity Permits                                                                                                                                                                  | \$ 25.00                                  |                        | One on-street parking space for a specific vehicle up to one day (8 hours)                                                                                                                            |
|                                                                                                                                                                                                | \$ 15.00                                  |                        | Each add'l day over one, per day, up to 10 days. A discount may be applied at the discretion of the City for multiple permits issued for the same construction site and/or for multiple days over 10. |
| Moving Permits                                                                                                                                                                                 | \$ 15.00                                  |                        | One on-street parking space for a specific vehicle up to one day (8 hours)                                                                                                                            |
|                                                                                                                                                                                                | \$ 35.00                                  |                        | Two on-street parking spaces for a specific vehicle up to one day (8 hours)                                                                                                                           |
|                                                                                                                                                                                                | \$ 60.00                                  |                        | Three or more on-street parking spaces for a specific vehicle up to one day (8 hours)                                                                                                                 |
|                                                                                                                                                                                                | \$ 5.00                                   |                        | Each add'l day over one, per day                                                                                                                                                                      |
| <b>CENTER LANE PERMIT FEES</b>                                                                                                                                                                 | <b>FEE / FINE</b>                         | <b>Proposed Change</b> | <b>COMMENTS</b>                                                                                                                                                                                       |
| 10.12.014 Delivery vehicle of Manitou Ave center lane                                                                                                                                          |                                           |                        |                                                                                                                                                                                                       |
| D. Application, eligibility, & requirements for delivery permits                                                                                                                               | \$10.00 initial/<br>\$3.00 annual renewal |                        | Application - delivery permit                                                                                                                                                                         |
| E. Application, eligibility, & requirements for Merchandise Pickup placards                                                                                                                    |                                           |                        | Application fee - merchandise pick-up placard                                                                                                                                                         |
|                                                                                                                                                                                                | \$ 10.00                                  |                        | 1st Replacement                                                                                                                                                                                       |
|                                                                                                                                                                                                | \$ 15.00                                  |                        | 2nd Replacement                                                                                                                                                                                       |
|                                                                                                                                                                                                | \$ 20.00                                  |                        | 3rd or more Replacement                                                                                                                                                                               |
| <b>PARKING LOT PERMIT FEES</b>                                                                                                                                                                 | <b>FEE / FINE</b>                         | <b>Proposed Change</b> | <b>COMMENTS</b>                                                                                                                                                                                       |
|                                                                                                                                                                                                | \$30.00/mon                               |                        | Annual Permit 24/7/365 Jan - Dec                                                                                                                                                                      |
| PM Permit                                                                                                                                                                                      | \$ 50.00                                  |                        | 4PM to 10AM                                                                                                                                                                                           |
| Senior Lunch Program Permit                                                                                                                                                                    | \$0 - no charge                           |                        | Up to 10 permits for Senior Lunch Program M-F 11am - 1:30pm Jan - Dec                                                                                                                                 |
| Prospect Lot - 833 Prospect Pl (owned by City - 40 +/- spaces)                                                                                                                                 | \$ 80.00                                  |                        | Annual Permit 24/7/365 Jan - Dec                                                                                                                                                                      |
| Smischny Lot - 1134 Manitou Ave (owned by Metro District - 42 spaces)                                                                                                                          | \$ 240.00                                 |                        | Annual Permit 24/7/365 Jan - Dec                                                                                                                                                                      |
| Wichita Lot - 708 Manitou Ave (owned by Metro District - 85 spaces)                                                                                                                            | \$ 240.00                                 |                        | Annual Permit 24/7/365 Jan - Dec                                                                                                                                                                      |
| PM Permit                                                                                                                                                                                      | \$ 50.00                                  |                        | 4PM to 10AM                                                                                                                                                                                           |
| <b>RESIDENTIAL PARKING PERMIT FEES (RPP)</b>                                                                                                                                                   | <b>FEE / FINE</b>                         | <b>Proposed Change</b> | <b>COMMENTS</b>                                                                                                                                                                                       |
| Permit #1                                                                                                                                                                                      | Free                                      |                        | Each Residential Dwelling Unit (HOUSEHOLD) demonstrating need within a designated RPP Area will be provided one Permit minimum                                                                        |
| Permit #2                                                                                                                                                                                      | Free                                      |                        | Subject to availability of parking inventory, a second permit may be issued                                                                                                                           |
| Permit #3                                                                                                                                                                                      | \$25.00/<br>household                     |                        | Issuance of Permits 3-5 will be considered only after it is established that there is sufficient on-street inventory and demonstration of need                                                        |
| Permit #4                                                                                                                                                                                      | \$ 30.00                                  |                        |                                                                                                                                                                                                       |
| Permit #5                                                                                                                                                                                      | \$ 40.00                                  |                        |                                                                                                                                                                                                       |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                                                                                                         | AMOUNT                      | Proposed Change                       | COMMENTS                                                                                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------|-----------------------------|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Resident Guest/Day Pass Permits</b>                                                                                        | Included in initial permits |                                       | Guest Hang Tags - Up to two per dwelling<br>*This will be charged per permit up to 10                                                                             |
|                                                                                                                               | \$1.00 per                  |                                       | Day Pass Hang Tags - Up to 10 unless add'l approved by RPP Manager                                                                                                |
| <b>Non-Resident Permits</b>                                                                                                   | \$ 5.00                     |                                       | Non-Resident Owner Permit<br>Non-Resident of RPP Area Permit - Subject to availability within RPP Area                                                            |
| <b>Business/Employee Permit</b>                                                                                               | \$ 5.00                     |                                       | Business located in RPP Area<br>Business located outside RPP Area - Subject to availability within RPP Area<br>Lodging and B&B (in RPP)<br>Church/Religious/Civic |
| <b>Workman/Realtor</b>                                                                                                        | \$ 5.00                     |                                       | Day Pass - Specific to RPP Area                                                                                                                                   |
|                                                                                                                               | \$ 75.00                    |                                       | Yearly Permit - Good for all RPP Areas                                                                                                                            |
|                                                                                                                               | \$ 30.00                    |                                       | Temporary Constructions - Good for up to 45 days                                                                                                                  |
| Replacement of Lost or Stolen Tags                                                                                            | \$ 10.00                    |                                       | Replacement of Lost or Stolen Tags                                                                                                                                |
| 10.12.18 Permit to Block Driveway in RPP                                                                                      | \$ 30.00                    |                                       | Permit to allow occupant of property to block residential driveway in RPP area                                                                                    |
| Downtown Employee Parking Permit                                                                                              | \$ 100.00                   |                                       | Permit to allow downtown employees to park in 400 Manitou Ave. or the Prospect Lot.                                                                               |
| <b>PARKING RATES</b>                                                                                                          | <b>FEE / FINE</b>           | <b>Proposed Change</b>                | <b>COMMENTS</b>                                                                                                                                                   |
| <b>On streets - 5 am - 6 pm - 7 days a week</b>                                                                               |                             | <b>All Parking to start at 5:00am</b> |                                                                                                                                                                   |
| Zone 1 (Summer May1 - Sept 30)                                                                                                | \$ 2.00                     |                                       | 1-3 hours<br>*See seasonal rate proposal, pricing may vary based on occupancy data                                                                                |
|                                                                                                                               | \$ 5.00                     |                                       | 4-5 hours *See seasonal rate proposal, pricing may vary based on occupancy data                                                                                   |
|                                                                                                                               | \$ 10.00                    |                                       | 6+ hours *See seasonal rate proposal, pricing may vary based on occupancy data                                                                                    |
| Zone 1 (Winter M-Th, Oct 1 - April 30)                                                                                        | \$ 1.50                     |                                       | each hour 1-3 hours *See seasonal rate proposal, pricing may vary based on occupancy data                                                                         |
|                                                                                                                               | \$ 2.00                     |                                       | each hour 4-5 hours *See seasonal rate proposal, pricing may vary based on occupancy data                                                                         |
|                                                                                                                               | \$ 5.00                     |                                       | each hour 6-7 hours *See seasonal rate proposal, pricing may vary based on occupancy data                                                                         |
|                                                                                                                               | \$ 10.00                    |                                       | each hour 7+ hours *See seasonal rate proposal, pricing may vary based on occupancy data                                                                          |
| Zone 1 (Winter F,Sa,Sun, Oct 1 - April 30)                                                                                    | \$ 2.00                     |                                       | each hour 1-3 hours *See seasonal rate proposal, pricing may vary based on occupancy data                                                                         |
|                                                                                                                               | \$ 5.00                     |                                       | each hour 4-5 hours *See seasonal rate proposal, pricing may vary based on occupancy data                                                                         |
|                                                                                                                               | \$ 10.00                    |                                       | each hour 6+ hours *See seasonal rate proposal, pricing may vary based on occupancy data                                                                          |
| Zone 2 (Year-round)                                                                                                           | \$ 1.50                     |                                       | each hour 1-3 hours *See seasonal rate proposal, pricing may vary based on occupancy data                                                                         |
|                                                                                                                               | \$ 2.00                     |                                       | each hour 4-5 hours *See seasonal rate proposal, pricing may vary based on occupancy data                                                                         |
|                                                                                                                               | \$ 5.00                     |                                       | each hour 6-7 hours *See seasonal rate proposal, pricing may vary based on occupancy data                                                                         |
|                                                                                                                               | \$ 10.00                    |                                       | 7+ hours *See seasonal rate proposal, pricing may vary based on occupancy data                                                                                    |
| <b>Zone 3 Economy (Year Round)</b>                                                                                            |                             | <b>\$5 all day</b>                    | <b>*See seasonal rate proposal, pricing may vary based on occupancy data</b>                                                                                      |
| <b>Other Locations</b>                                                                                                        |                             |                                       | <b>*See seasonal rate proposal</b>                                                                                                                                |
| Public Lots                                                                                                                   | See Zone Fees               |                                       | See Zone Fees                                                                                                                                                     |
|                                                                                                                               | See Zone Fees               |                                       | Lots are now included in zones, no all day option                                                                                                                 |
| Barr Trail Parking Lot                                                                                                        | \$20/ vehicle per day       |                                       | <b>*See seasonal rate proposal, pricing may vary based on occupancy data</b>                                                                                      |
| Dillon Mobility Hub                                                                                                           |                             | <b>\$5 all day</b>                    | <b>* See seasonal rate proposal, pricing may vary based on occupancy data</b>                                                                                     |
| Winter Street and Ruxton Ave south of Osage                                                                                   | \$2.00                      |                                       | each hour ***See Note below                                                                                                                                       |
| *** There is no paid parking in Ruxton RPP.                                                                                   |                             |                                       |                                                                                                                                                                   |
| Ruxton Ave from Manitou Ave to Osage Ave<br>5 am - 6 pm                                                                       | \$ -                        |                                       |                                                                                                                                                                   |
| Hiawatha Gardens parking spaces, reserved for exclusive use by event organizer (Event policy attached to end of fee schedule) | Included in Zone 2          |                                       | Request must be submitted to Parking Dpt., at least 30 days prior to event for use of portion of the parking lot, no more than 1/2 of the area.                   |
| Hiawatha Gardens Reservation                                                                                                  | \$ 16.00                    |                                       | 3 hour reservation                                                                                                                                                |
|                                                                                                                               | \$ 25.00                    |                                       | 5 hour reservation                                                                                                                                                |
|                                                                                                                               | \$ 50.00                    |                                       | All Day reservation                                                                                                                                               |
| Parking Passcard                                                                                                              | TBD                         |                                       | Pricing to be determined by Department                                                                                                                            |
| Resident Parking Recharge                                                                                                     | TBD                         |                                       | Pricing to be determined by Department                                                                                                                            |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                          | AMOUNT     | Proposed Change                          | COMMENTS                                                                                                                                    |
|------------------------------------------------|------------|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| Mobile Payment Convenience Fee per transaction | \$ 0.40    | Add Convenience Fee                      | Convenience fee to cover cost of mobile parking service.                                                                                    |
| Special Event Parking                          | up to \$20 | Add Special Event Parking Fee up to \$20 | Mobility and Parking staff is allowed to set special event parking rates up to \$20 per day to facilitate parking in support of the events. |

\*Progressive Rate Structure - Parking rates may change in \$0.25 - \$0.50 increments up or down per hour based on occupancy data per zone. Barr Trail Lot rates may change in increments of \$2.50 up or down based on occupancy data.

| ELECTRIC VEHICLE PUBLIC CHARGING SERVICE | FEE / FINE | Proposed Change | COMMENTS                                                    |
|------------------------------------------|------------|-----------------|-------------------------------------------------------------|
| Direct Current Fast Charger (DCFC)       |            |                 | 15% ADMIN FEE OVER CSU RATES CHARGED                        |
| On-Peak, per kWh \$0.5400 + 15%          | .62/kWh    |                 |                                                             |
| Off-Peak, per kWh \$0.2200 + 15%         | .25/kWh    |                 |                                                             |
| Idle Rate, per minute \$0.3000 + 15%     | .35/min    |                 | Idle rate applicable 15 minutes after charge is complete    |
| Electric Vehicle Public Charging Service |            |                 | Time-of-Day -- Level 2                                      |
| On-Peak, per kWh \$0.3100 + 15%          | .36/kWh    |                 |                                                             |
| Off-Peak, per kWh \$0.1200 + 15%         | .14/kWh    |                 |                                                             |
| Idle Rate, per minute \$0.1000 + 15%     | .12/min    |                 | Idle rate is applicable 15 minutes after charge is complete |

## NEIGHBORHOOD SERVICES

|                                                         |             |                                                                                                                                               |
|---------------------------------------------------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| Ch 6.08 Nuisances                                       | \$ 275.00   | Abatement of conditions of nuisance                                                                                                           |
|                                                         | \$ 125.00   | Per hour                                                                                                                                      |
| Trash Violation- Citation (Daily)                       | \$ 250.00   | 1st First offense in 12 month period                                                                                                          |
|                                                         | \$ 400.00   | 2nd Second offense in 12 month period                                                                                                         |
|                                                         | \$ 700.00   | 3rd Additional offense in 12 month period                                                                                                     |
|                                                         |             | 4th Mandatory Citation to Appear in Court                                                                                                     |
| Compliance Reinspection fine                            | \$ 250.00   | First inspection for compliance following a notice to abate shall not incur a fee, each reinspection for compliance shall carry a \$250 fine. |
| Property Clean Up                                       | \$ 1,100.00 | Minimum Charge (1-2 Hours)                                                                                                                    |
|                                                         | \$ 700.00   | Each additional hour                                                                                                                          |
|                                                         | \$ 400.00   | Use of Heavy Equipment per hour                                                                                                               |
| Disposal of Biohazard, Chemical, and/or Waste Materials | Actual      | Additional Charge                                                                                                                             |

## PARKS AND RECREATION

| CRYSTAL VALLEY CEMETERY FEES | FEE / FINE  | Proposed Change | COMMENTS (AMENDED 1 / 1 / 2025)                                                                                                                                                                                                  |
|------------------------------|-------------|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12.28.040 Full Burial Plot   | \$ 866.00   |                 | Resident                                                                                                                                                                                                                         |
|                              | \$ 1,458.00 |                 | Non-Resident                                                                                                                                                                                                                     |
|                              | \$ 315.00   |                 | Resident infants under 6 months                                                                                                                                                                                                  |
|                              | \$ 391.00   |                 | Non-Resident infant under 6 months                                                                                                                                                                                               |
| Cremation Plot               | \$ 394.00   |                 | Resident                                                                                                                                                                                                                         |
|                              | \$ 605.00   |                 | Non-Resident                                                                                                                                                                                                                     |
| 12.28.091 Green Burials      | \$ 1,077.00 |                 | Resident                                                                                                                                                                                                                         |
|                              | \$ 1,678.00 |                 | Non-Resident                                                                                                                                                                                                                     |
| Columbarium                  | \$ 925.00   |                 | One Niche - Resident (includes first engraving, first Opening/Closing)                                                                                                                                                           |
|                              | \$ 1,850.00 |                 | One Niche - Non-Resident (includes first engraving, first Opening/Closing)                                                                                                                                                       |
|                              | \$ 625.00   |                 | Ossuary - Resident (includes engraving & opening/closing)                                                                                                                                                                        |
|                              | \$ 1,250.00 |                 | Ossuary - Non-Resident (includes engraving & opening/closing)                                                                                                                                                                    |
|                              | \$ 250.00   |                 | Final Engraving (Niche)                                                                                                                                                                                                          |
| Maintenance Fee              | 10%         |                 | All customers - Added at time of purchase of Plot/Niche                                                                                                                                                                          |
| 12.28.150 Opening/Closing    | \$ 1,077.00 |                 | Full Burial & Green Burial                                                                                                                                                                                                       |
|                              | \$ 2,154.00 |                 | Full Burial & Green Burial Saturdays & Sundays. Per ordinance Sat & Sun are double the normal fees.                                                                                                                              |
|                              | \$ 336.00   |                 | Infants under 6 months                                                                                                                                                                                                           |
|                              | \$ 672.00   |                 | Infants under 6 months Saturdays & Sundays. Per ordinance Sat & Sun are double the normal fees.                                                                                                                                  |
|                              | \$ 551.00   |                 | Cremation - Note - if more than one cremation to be interred in a full burial plot at the same time, then maximum fee charged is the rate for Full Burial                                                                        |
|                              | \$ 1,102.00 |                 | Cremation Saturdays & Sundays. Per ordinance Sat & Sun are double the normal fees. Note - if more than one cremation to be interred in a full burial plot at the same time, then maximum fee charged is the rate for Full Burial |
|                              | \$ 142.00   |                 | Plus Additional per hour after 4 p.m. Monday - Friday                                                                                                                                                                            |
|                              | \$ 150.00   |                 | Columbarium Niche (Final or Additional Opening/Closing)                                                                                                                                                                          |
| 12.28.090 Burials            | \$ 236.00   |                 | Plus Additional per hour after 4 p.m. Monday - Friday                                                                                                                                                                            |
|                              | \$ 1,181.00 |                 | without an enclosure or vault requires much more maintenance                                                                                                                                                                     |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                              | AMOUNT            | Proposed Change        | COMMENTS                                                             |
|----------------------------------------------------|-------------------|------------------------|----------------------------------------------------------------------|
| Disinterment                                       | \$ 1,181.00       |                        | Full Burial & Cremains                                               |
|                                                    | \$ 604.00         |                        | Infants and children under 10 years old                              |
| 12.28.160 Transfer recordation                     | \$ 50.00          |                        |                                                                      |
| Deed/Burial rights reissuance                      | \$ 50.00          |                        |                                                                      |
| <b>PRIVATE &amp; SPECIAL EVENT FEES</b>            | <b>FEE / FINE</b> | <b>Proposed Change</b> | <b>COMMENTS</b>                                                      |
| Applications:                                      |                   |                        |                                                                      |
| Private Event Application                          | \$ 35.00          |                        |                                                                      |
| Minor Special Event Application                    | \$ 55.00          |                        |                                                                      |
| Major Special Event Application                    | \$ 175.00         |                        |                                                                      |
| Demonstration Application                          | \$ 35.00          |                        |                                                                      |
| Events and Demonstrations Deposit - Road Closures  | \$ 500.00         |                        |                                                                      |
| Blocked Paid Parking Spot                          | \$0.50/hour       |                        |                                                                      |
| Rates for use of City Staff for Events             | \$ 50.00          |                        |                                                                      |
| Law Enforcement                                    | \$75/hr           |                        |                                                                      |
| Parking Enforcement                                | \$ 50.00          |                        |                                                                      |
| Public Works                                       | \$ 50.00          |                        |                                                                      |
| Ch 12.24.020 Vending Permits                       | \$ 15.00          |                        | Per booth, per day                                                   |
| Banners                                            | \$ 230.00         |                        | Hang Banner above street                                             |
|                                                    | \$ 85.00          |                        | Street Light Banners - per street light pole                         |
| <b>PUBLIC FACILITIES RENTAL FEES</b>               | <b>FEE / FINE</b> | <b>Proposed Change</b> | <b>COMMENTS</b>                                                      |
| Alcohol Affidavit                                  |                   |                        | See City Clerk Fees                                                  |
| Request for Noise Variance                         |                   |                        | See City Clerk Fees                                                  |
| Structure Permit Fee                               |                   |                        | See Fire Department Fees                                             |
| Application Fee                                    | \$ 35.00          |                        |                                                                      |
| <b>The Fields</b>                                  |                   |                        |                                                                      |
| Security Deposit                                   | \$ 100.00         |                        | Private events                                                       |
|                                                    | \$ 500.00         |                        | Special Event or Demonstration                                       |
| Resident Use Fee                                   | \$ 145.00         |                        | Per day- up to 200 people                                            |
|                                                    | \$ 145.00         |                        | Plus additional fee per day - 201-500 people                         |
| Non-Resident Use Fee                               | \$ 240.00         |                        | per day- up to 99 people                                             |
|                                                    | \$ 240.00         |                        | Plus additional fee per day - 100+ people                            |
| <b>Mansions Pavilion</b>                           |                   |                        |                                                                      |
| Security Deposit                                   | \$ 100.00         |                        | Private events                                                       |
|                                                    | \$ 300.00         |                        | Special Event or Demonstration                                       |
| Resident Use Fee                                   | \$ 110.00         |                        | Per day- up to 99 people                                             |
|                                                    | \$ 110.00         |                        | Plus additional fee per day - 100 - 200 people                       |
| Non-Resident Use Fee                               | \$ 160.00         |                        | Per day- up to 99 people                                             |
|                                                    | \$ 160.00         |                        | Plus additional fee per day - 100 - 200 people                       |
| <b>Memorial Hall (City Hall)</b>                   | \$ 500.00         |                        | Security Deposit                                                     |
|                                                    | \$ 150.00         |                        | Reserve another day for set-up or clean-up                           |
| Resident Use Fee                                   | \$37/hour         |                        | Monday-Friday 2 hours                                                |
|                                                    | \$ 415.00         |                        | Saturday & Sunday - all day, per day                                 |
| Non-Resident Use Fee                               | \$83/hour         |                        | Monday-Friday 2 hours                                                |
|                                                    | \$ 760.00         |                        | Saturday & Sunday - all day, per day                                 |
| <b>Memorial Park</b>                               |                   |                        |                                                                      |
| Security Deposit                                   | \$ 100.00         |                        | Private events                                                       |
|                                                    | \$ 500.00         |                        | Special Events or Demonstrations                                     |
| Resident Use Fee                                   | \$ 145.00         |                        | Per day - up to 99 people                                            |
|                                                    | \$ 55.00          |                        | Plus additional fee per day - 100-200 people                         |
|                                                    | \$ 145.00         |                        | Plus additional fee per day - 500+ people                            |
| Non-Resident Use Fee                               | \$ 240.00         |                        | per day- up to 99 people                                             |
|                                                    | \$ 240.00         |                        | Plus additional fee per day - 100+ people                            |
| <b>Schryver Park</b>                               |                   |                        |                                                                      |
| <b>Full Park Use</b>                               |                   |                        |                                                                      |
| Security Deposit                                   | \$ 100.00         |                        | Private events                                                       |
|                                                    | \$ 500.00         |                        | Special events or Demonstrations                                     |
| Resident Use Fee                                   | \$ 145.00         |                        | Per day- up to 99 people                                             |
|                                                    | \$ 145.00         |                        | Plus additional fee per day - per each group of additional 50 people |
| Non-Resident Use Fee                               | \$ 240.00         |                        | Per day- up to 99 people                                             |
|                                                    | \$ 240.00         |                        | Plus additional fee per day - per each group of additional 50 people |
| <b>Seven Minute Spring Gazebo and Amphitheater</b> |                   |                        |                                                                      |
| Security Deposit                                   | \$ 100.00         |                        | Private events                                                       |
|                                                    | \$ 300.00         |                        | Public or Special events                                             |
| Resident Use Fee                                   | \$ 290.00         |                        | 3 hours                                                              |
|                                                    | \$ 437.00         |                        | all day                                                              |
| Non-Resident Use Fee                               | \$ 381.00         |                        | 3 hours                                                              |
|                                                    | \$ 533.00         |                        | all day                                                              |
| <b>Soda Springs Park with Bud Ford Pavilion</b>    | \$ 250.00         |                        | Key Deposit                                                          |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                                                                                                                                                                    | AMOUNT    | Proposed Change | COMMENTS                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------|-------------------------------------------|
| Security Deposit                                                                                                                                                                         | \$ 150.00 |                 | Private events                            |
|                                                                                                                                                                                          | \$ 500.00 |                 | Public or Special events                  |
| Resident Use Fee                                                                                                                                                                         | \$ 145.00 |                 | Per day- up to 99 people                  |
|                                                                                                                                                                                          | \$ 145.00 |                 | Plus additional fee per day - 100+ people |
| Non-Resident Use Fee                                                                                                                                                                     | \$ 240.00 |                 | Per day- up to 99 people                  |
|                                                                                                                                                                                          | \$ 240.00 |                 | Plus additional fee per day - 100+ people |
| <b>Bud Ford Pavilion - pavilion only</b><br>(formerly Soda Springs Pavilion)                                                                                                             | \$ 250.00 |                 | Key Deposit                               |
| Security Deposit                                                                                                                                                                         | \$ 100.00 |                 | Private events                            |
|                                                                                                                                                                                          | \$ 300.00 |                 | Public or Special events                  |
| Resident Use Fee                                                                                                                                                                         | \$ 110.00 |                 | Per day                                   |
| Non-Resident Use Fee                                                                                                                                                                     | \$ 200.00 |                 | Per day                                   |
| If a Public Services employee is called out during non-working hours because of a problem caused by the applicant's use per man-hour with minimum of 2 hours will be billed to applicant |           |                 |                                           |
|                                                                                                                                                                                          | \$ 50.00  |                 | Per hour rates also applied to cleaning   |

## PLANNING DEPARTMENT

| DEVELOPMENT REVIEW FEES                   | FEE / FINE         | Proposed Change | COMMENTS<br>(PLANNING UPDATED 3/1/2023)                                                                        |
|-------------------------------------------|--------------------|-----------------|----------------------------------------------------------------------------------------------------------------|
| Rezoning *                                | \$ 1,090.00        |                 |                                                                                                                |
| Concept Plan *                            | \$ 550.00          |                 |                                                                                                                |
| Conditional Use Permit *                  | \$ 1,090.00        |                 |                                                                                                                |
| Variance *                                | \$ 650.00          |                 | Per Variance for the first two variances, then \$250 per each additional variance                              |
| Major Development Plan * **               | \$ 1,200.00        |                 | With Preliminary Landscape Plan                                                                                |
|                                           | \$ 1,450.00        |                 | With Final Landscape Plan                                                                                      |
|                                           | \$ 1,000.00        |                 | Major Development Plan - <b>Deposit</b>                                                                        |
| Minor Development Plan * **               | \$ 600.00          |                 | No required landscape plan required                                                                            |
|                                           | \$ 650.00          |                 | With Preliminary Landscape Plan                                                                                |
|                                           | \$ 700.00          |                 | With Final Landscape Plan                                                                                      |
|                                           | \$ 950.00          |                 | Minor Development Plan - <b>Deposit</b>                                                                        |
| Minor Modification *                      | \$ 220.00          |                 |                                                                                                                |
| Minor Site Plan *                         | \$ 160.00          |                 | New Residential                                                                                                |
|                                           | \$ 220.00          |                 | New Commercial                                                                                                 |
|                                           | \$ 110.00          |                 | Commercial or Residential Additions                                                                            |
| Hillside Development Plan *               | \$ 190.00          |                 |                                                                                                                |
| Final Landscape Plan                      | \$ 200.00          |                 | When not included in a Major or Minor Development Plan                                                         |
| Grading Permit *                          | \$ 550.00          |                 | For Major Development                                                                                          |
|                                           | \$ 220.00          |                 | For Minor Development                                                                                          |
|                                           | \$ 950.00          |                 | Grading Permit - <b>Deposit</b>                                                                                |
| Temporary Sign Permit                     | \$ 55.00           |                 |                                                                                                                |
| Regular Sign Permit                       | \$ 80.00           |                 |                                                                                                                |
| Planned Sign Program                      | \$ 200.00          |                 |                                                                                                                |
| Signs installed or placed without permits | 2x Sign Permit Fee |                 |                                                                                                                |
| Annexation * **                           | \$ 1,090.00        |                 | Less than 3 acres                                                                                              |
|                                           | \$ 950.00          |                 | Less than 3 acres - <b>Deposit</b>                                                                             |
|                                           | \$ 1,650.00        |                 | 3 to 100 acres                                                                                                 |
|                                           | \$ 2,500.00        |                 | 3 to 100 acres - <b>Deposit</b>                                                                                |
|                                           | \$ 1,900.00        |                 | 101 + acres                                                                                                    |
|                                           | \$ 44.00           |                 | Per additional acre above 101 acres                                                                            |
|                                           | \$ 2,500.00        |                 | 101 + acres - <b>Deposit</b>                                                                                   |
| Wireless Facility Permit                  | \$ 510.00          |                 | New                                                                                                            |
|                                           | \$ 290.00          |                 | Annual Rental Fee for Small Cell/5G on City Owned Property- Right of way, Equipment, Pole, etc. (per facility) |

| SUBDIVISION REVIEW FEES     | FEE / FINE | COMMENTS                           |
|-----------------------------|------------|------------------------------------|
| Major Subdivision * **      | \$ 650.00  |                                    |
|                             | \$ 950.00  | Major Subdivision - <b>Deposit</b> |
| Minor Subdivision * **      | \$ 330.00  |                                    |
|                             | \$ 950.00  | Minor Subdivision - <b>Deposit</b> |
| Revised Final Plat *        | \$ 350.00  |                                    |
| Waiver of Replat *          | \$ 200.00  |                                    |
| Boundary Adjustment *       | \$ 200.00  |                                    |
| Vacations - Easement *      | \$ 380.00  |                                    |
| Vacations - Rights-of-Way * | \$ 600.00  |                                    |
| Waiver *                    | \$ 430.00  |                                    |

| HISTORIC PRESERVATION REVIEW FEES           | FEE / FINE  | COMMENTS                                                |
|---------------------------------------------|-------------|---------------------------------------------------------|
| Material Change of Appearance Certification | \$ 130.00   |                                                         |
| Demolition (Administrative)                 | \$ 175.00   |                                                         |
| Demolition (City Council)                   | \$ 900.00   | Commercial (first 1000 sqft)                            |
|                                             | \$ 60.00    | Commercial (each additional 1000 sqft)                  |
|                                             | \$ 2,000.00 | Demolition (City Council) - <b>Deposit</b> (Commercial) |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                                                     | AMOUNT      | Proposed Change | COMMENTS                                                 |
|---------------------------------------------------------------------------|-------------|-----------------|----------------------------------------------------------|
|                                                                           | \$ 330.00   |                 | Residential (first 1000 sqft)                            |
|                                                                           | \$ 33.00    |                 | Residential (each additional 1000 sqft)                  |
|                                                                           | \$ 1,500.00 |                 | Demolition (City Council) - <b>Deposit</b> (Residential) |
| State Historic Tax Credit Application Fees (Project Costs - 2014 Program) |             |                 |                                                          |
| \$5,000 - \$15,000                                                        | \$ 98.00    |                 | Part 1 Application                                       |
|                                                                           | n/a         |                 | Part 2 Application                                       |
| \$15,001 - \$50,000                                                       | \$ 348.00   |                 | Part 1 Application                                       |
|                                                                           | n/a         |                 | Part 2 Application                                       |
| \$50,001 - \$100,000                                                      | \$ 498.00   |                 | Part 1 Application                                       |
|                                                                           | n/a         |                 | Part 2 Application                                       |
| \$100,001 +                                                               | \$ 748.00   |                 | Part 1 Application                                       |
|                                                                           | n/a         |                 | Part 2 Application                                       |

| PROPERTY IMPROVEMENT & BUILDING PERMIT REVIEW FEES | FEE / FINE         | Proposed Change | COMMENTS                                                                                              |
|----------------------------------------------------|--------------------|-----------------|-------------------------------------------------------------------------------------------------------|
| Property Improvement Permit - Use Tax              | \$ 0.038           |                 | Modification - 3.8% of cost of material (fee amended due to MACH passage)                             |
|                                                    | \$ 0.83            |                 | Square foot - including basement and attached garage                                                  |
|                                                    | \$150 + 2x Use Tax |                 | Property Improvement Permit late fee of 200% of the normal application fee (two times the normal fee) |
|                                                    | \$ 30.00           |                 | Minor Work (decks, fences, retaining walls, etc)                                                      |
|                                                    | \$ 100.00          |                 | Demolition (nonhistoric)                                                                              |
| Building Permit - Fire Review Fees                 | \$ 360.00          |                 | Commercial                                                                                            |
|                                                    | \$ 144.00          |                 | Residential                                                                                           |
|                                                    | \$ 30.00           |                 | Minor Work (decks, fences, retaining walls, etc)                                                      |

| APPEALS                                           | FEE / FINE | Proposed Change | COMMENTS |
|---------------------------------------------------|------------|-----------------|----------|
| Appeals of Administrative or Commission Decisions | \$ 150.00  |                 |          |

| FLOOD MANAGEMENT & WATERSHED          | FEE / FINE | Proposed Change | COMMENTS                                   |
|---------------------------------------|------------|-----------------|--------------------------------------------|
| Flood Management Variance             | \$ 500.00  |                 |                                            |
|                                       | \$ 250.00  |                 | Flood Management Variance - <b>Deposit</b> |
| Watershed District Permit Application | \$ 100.00  |                 |                                            |

| MARIJUANA    | FEE / FINE  | Proposed Change | COMMENTS                              |
|--------------|-------------|-----------------|---------------------------------------|
| Recreational | \$ 2,000.00 |                 | Initial Operating License Fee         |
|              | \$ 2,000.00 |                 | Renewal Operating License Fee         |
|              | \$ 5,000.00 |                 | Initial Operating Marijuana License   |
|              | \$ 5,000.00 |                 | Renewal Operating Marijuana License f |
|              | Cost        |                 | Background Check Fee                  |
|              | \$ 998.00   |                 | Transfer of Ownership Fee             |
|              | \$ 1,000.00 |                 | Change in Location Fee                |
|              | \$ 2,500.00 |                 | Transfer of Ownership Fee             |
|              | \$ 2,500.00 |                 | Change of Location Fee                |
|              |             |                 |                                       |
| Medical      | \$ 2,000.00 |                 | Initial Operating License Fee         |
|              | \$ 2,000.00 |                 | Renewal Operating License Fee         |
|              | \$ 5,000.00 |                 | Initial Operating Marijuana License   |
|              | \$ 5,000.00 |                 | Renewal Operating Marijuana License   |
|              | Cost        |                 | Background Check Fee                  |
|              | \$ 1,000.00 |                 | Transfer of Ownership Fee             |
|              | \$ 1,000.00 |                 | Change in Location Fee                |
|              | \$ 2,500.00 |                 | Transfer of Ownership Fee             |
|              | \$ 2,500.00 |                 | Change of Location Fee                |
|              |             |                 |                                       |

| MICROMOBILITY                               | FEE / FINE  | Proposed Change | COMMENTS                                                                            |
|---------------------------------------------|-------------|-----------------|-------------------------------------------------------------------------------------|
| Micromobility Program License Fee           | \$ 3,000.00 |                 | 5.13.010F                                                                           |
| Land Rental Fee                             | \$ 200.00   |                 | Equipment installed on City owned property or Right of Way; Annual fee per facility |
| Technology/Professional Fees                | Varies      |                 | Fees associated with review assessed at the cost incurred by the City               |
| Micromobility-share vehicle retrieval fines | \$ 96.00    |                 | First offense                                                                       |
|                                             | \$ 192.00   |                 | Second offense                                                                      |
|                                             | \$ 288.00   |                 | Third offense                                                                       |

| OTHER PERMITS, CERTIFICATIONS, AND LETTERS | FEE / FINE | Proposed Change | COMMENTS                                                                           |
|--------------------------------------------|------------|-----------------|------------------------------------------------------------------------------------|
| Revocable Permit *                         | \$ 55.00   |                 | * Additional review by Colorado Springs Utilities billed directly to the applicant |
| Revocable License *                        | \$ 120.00  |                 | * Additional review by Colorado Springs Utilities billed directly to the applicant |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                                                                                                                                                                                                                                                                                                                                              | AMOUNT                      | Proposed Change        | COMMENTS                                                                                                                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Revocable License * (Annual Renewal)                                                                                                                                                                                                                                                                                                                               | \$ 55.00                    |                        | * Additional review by Colorado Springs Utilities billed directly to the applicant                                                                                                                                                                  |
| Short-Term Rental Permit (New)                                                                                                                                                                                                                                                                                                                                     | \$ 350.00                   |                        |                                                                                                                                                                                                                                                     |
| Annual Renewal                                                                                                                                                                                                                                                                                                                                                     | \$ 120.00                   |                        |                                                                                                                                                                                                                                                     |
| Long-Term Occupancy Permit (New)                                                                                                                                                                                                                                                                                                                                   | \$ 350.00                   |                        |                                                                                                                                                                                                                                                     |
| Short-Term Rental Permit (Annual Renewal)                                                                                                                                                                                                                                                                                                                          | \$ 120.00                   |                        |                                                                                                                                                                                                                                                     |
| Temporary Use Permit (Minor)                                                                                                                                                                                                                                                                                                                                       | \$ 100.00                   |                        |                                                                                                                                                                                                                                                     |
| Temporary Use Permit (Major)                                                                                                                                                                                                                                                                                                                                       | \$ 200.00                   |                        | Long-Term Occupancy Permit (5-year Renewal)                                                                                                                                                                                                         |
| Zoning Verification or Certification Letter                                                                                                                                                                                                                                                                                                                        | \$ 55.00                    |                        |                                                                                                                                                                                                                                                     |
| With Inspection                                                                                                                                                                                                                                                                                                                                                    | \$ 200.00                   |                        |                                                                                                                                                                                                                                                     |
| Rebuild Letter                                                                                                                                                                                                                                                                                                                                                     | \$ 55.00                    |                        |                                                                                                                                                                                                                                                     |
| Legal Nonconforming Use/Structure Letter                                                                                                                                                                                                                                                                                                                           | \$ 55.00                    |                        |                                                                                                                                                                                                                                                     |
| <b>MICELLANEOUS ADMINISTRATIVE FEES</b>                                                                                                                                                                                                                                                                                                                            |                             |                        |                                                                                                                                                                                                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                    | <b>FEE / FINE</b>           | <b>Proposed Change</b> | <b>COMMENTS</b>                                                                                                                                                                                                                                     |
| Postage fees (per postcard)                                                                                                                                                                                                                                                                                                                                        | \$ 0.60                     |                        |                                                                                                                                                                                                                                                     |
| Poster fee (per poster)                                                                                                                                                                                                                                                                                                                                            | \$ 5.00                     |                        |                                                                                                                                                                                                                                                     |
| Recording fee                                                                                                                                                                                                                                                                                                                                                      | Per El Paso County Recorder |                        | Recording fee may vary depending on document type and are set by the El Paso County Recorder's Office                                                                                                                                               |
| Certificate of Occupancy Inspection                                                                                                                                                                                                                                                                                                                                | \$ 248.00                   |                        | First two inspections shall not incur a fee, each additional inspection shall carry a \$250 fine                                                                                                                                                    |
| <b>NOTES</b>                                                                                                                                                                                                                                                                                                                                                       |                             |                        |                                                                                                                                                                                                                                                     |
| * Review by Colorado Springs Utilities will be billed directly to the applicant at a rate published in the Utilities Rules & Regulations Tariff                                                                                                                                                                                                                    |                             |                        |                                                                                                                                                                                                                                                     |
| ** Land dedication, or fees-in-lieu, may be required for Parks, Open Space, and Schools per Title 18 of the Municipal Code.                                                                                                                                                                                                                                        |                             |                        |                                                                                                                                                                                                                                                     |
| 1. Application deposits may be waived by the Planning Director as appropriate. Deposits are collected to reimburse the city for any technical and/or professional services incurred during the review of the request. If a deposit is waived, and additional technical review is required, the Planning Department may invoice the applicant the additional costs. |                             |                        |                                                                                                                                                                                                                                                     |
| 2. Development application review fees will be waived for all public school projects.                                                                                                                                                                                                                                                                              |                             |                        |                                                                                                                                                                                                                                                     |
| 3. Development application review fees may be partially reimbursed for developments containing affordable units recorded in a development agreement held by the City of Manitou Springs.                                                                                                                                                                           |                             |                        |                                                                                                                                                                                                                                                     |
| 4. All fees shall be paid in full at the time of application submittal.                                                                                                                                                                                                                                                                                            |                             |                        |                                                                                                                                                                                                                                                     |
| 5. Poster and postage fees must be paid prior to a public hearing or issuance of an approval letter.                                                                                                                                                                                                                                                               |                             |                        |                                                                                                                                                                                                                                                     |
| 6. Recording fees must be paid prior to issuance of an approval letter.                                                                                                                                                                                                                                                                                            |                             |                        |                                                                                                                                                                                                                                                     |
| <b>POLICE DEPARTMENT</b>                                                                                                                                                                                                                                                                                                                                           |                             |                        |                                                                                                                                                                                                                                                     |
| Ch 9.56 Alarms                                                                                                                                                                                                                                                                                                                                                     | \$ 25.00                    |                        | One time fee - registration of alarm system                                                                                                                                                                                                         |
| Copies & Printouts                                                                                                                                                                                                                                                                                                                                                 | \$ 0.25                     |                        | Per page                                                                                                                                                                                                                                            |
| Fingerprints                                                                                                                                                                                                                                                                                                                                                       | \$ 15.00                    |                        | Per card, full set of fingerprints                                                                                                                                                                                                                  |
| Notarization                                                                                                                                                                                                                                                                                                                                                       |                             |                        | See City Clerk fees                                                                                                                                                                                                                                 |
| Sex Offender Registration                                                                                                                                                                                                                                                                                                                                          | \$ 20.00                    |                        |                                                                                                                                                                                                                                                     |
| Vin Inspection                                                                                                                                                                                                                                                                                                                                                     | \$ 20.00                    |                        | per Vin #                                                                                                                                                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                    | \$ 83.00                    |                        | Per recording - 911 recordings                                                                                                                                                                                                                      |
| <b>PUBLIC WORKS</b>                                                                                                                                                                                                                                                                                                                                                |                             |                        |                                                                                                                                                                                                                                                     |
| <b>STORMWATER RATES AND FEES</b>                                                                                                                                                                                                                                                                                                                                   | <b>FEE / FINE</b>           | <b>Proposed Change</b> | <b>COMMENTS</b>                                                                                                                                                                                                                                     |
| 13.36 Storm Drainage and Flood Management Utility                                                                                                                                                                                                                                                                                                                  | \$ 21.00                    |                        | Per month - On each water utility account. As of 2025 no longer discontinued with suspension of water/sewer account.                                                                                                                                |
| <b>STREET RATES AND FEES</b>                                                                                                                                                                                                                                                                                                                                       | <b>FEE / FINE</b>           | <b>Proposed Change</b> | <b>COMMENTS</b>                                                                                                                                                                                                                                     |
| 12.04.060 / 070 Excavation Permit Fees                                                                                                                                                                                                                                                                                                                             | \$ 50.00                    |                        | Application Fee                                                                                                                                                                                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                    | \$0                         |                        | Excavation on private property for landscaping, planting tree, or other minor projects may not require excavation fees unless it affects municipal systems. Reach out to Public Services if questions.; Application and Inspection fees still apply |
|                                                                                                                                                                                                                                                                                                                                                                    | \$ 160.00                   |                        | Excavation in Right of Way (ROW) less than 100' long, no intersection*                                                                                                                                                                              |
|                                                                                                                                                                                                                                                                                                                                                                    | \$ 215.00                   |                        | Excavation in Right of Way (ROW) from 100' - 500' long, no intersection*                                                                                                                                                                            |
|                                                                                                                                                                                                                                                                                                                                                                    | \$ 310.00                   |                        | Excavation in Right of Way (ROW) from 501'+ long, no intersection*                                                                                                                                                                                  |
|                                                                                                                                                                                                                                                                                                                                                                    | \$ 310.00                   |                        | Additional fee for excavations in intersections<br>Road closure - See Traffic Management Fee<br>**note - Fire Dept, Police Dept, and Public Services Dept must be notified                                                                          |
| Compaction Test Deposit                                                                                                                                                                                                                                                                                                                                            | \$ 1,000.00                 |                        | Upon receipt of accepted compaction tests or proof of Flow-Fill use, deposit will be returned. Test results must be emailed to Streets Superintendent within 15 business days.                                                                      |
| 12.06 Cutting, Refilling, and Resurfacing of Public Streets                                                                                                                                                                                                                                                                                                        | \$ 275.00                   |                        | Additional fee for excavation in ROW if within 1 year period of newly paved/installed street                                                                                                                                                        |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                                                                                                                            | AMOUNT            | Proposed Change | COMMENTS                                                                                                                                                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                  | \$ 110.00         |                 | Additional fee for more than 60 square feet if within 1 year period of newly paved/installed street                                                                                    |
| <b>12.22 - Permit for Installation/Replacement of Concrete jobs</b>                                                                              | \$ 160.00         |                 | Less than 100' long                                                                                                                                                                    |
| Sidewalk, driveway, curbs, gutter, crossspan, etc...                                                                                             |                   |                 |                                                                                                                                                                                        |
| Concrete work without permit                                                                                                                     | 2x permit cost    |                 | 1st offense                                                                                                                                                                            |
|                                                                                                                                                  | 3x permit cost    |                 | Each offense after the 1st offense                                                                                                                                                     |
| Inspection Fees                                                                                                                                  |                   |                 | (See Charges and Fees for Sewer Services and Water Connections)                                                                                                                        |
|                                                                                                                                                  | \$ 100.00         |                 | Street                                                                                                                                                                                 |
|                                                                                                                                                  | \$ 100.00         |                 | Curb / Gutter                                                                                                                                                                          |
|                                                                                                                                                  | \$ 100.00         |                 | Sidewalk / Driveways / other concrete work                                                                                                                                             |
|                                                                                                                                                  | \$ 100.00         |                 | Drainage                                                                                                                                                                               |
| Excavation without permit                                                                                                                        | 2x permit cost    |                 | 1st offense                                                                                                                                                                            |
|                                                                                                                                                  | 3x permit cost    |                 | Each offense after the 1st offense                                                                                                                                                     |
| (*) Performance Bonds for \$5,000 with 1-year minimum or \$10,000 with 3-year minimum are required as well as a current Certificate of Insurance |                   |                 |                                                                                                                                                                                        |
| TRAFFIC MANAGEMENT FEES                                                                                                                          | FEE / FINE        | Proposed Change | COMMENTS                                                                                                                                                                               |
|                                                                                                                                                  | \$ 50.00          |                 | Application Fee (note - if the Traffic Management Request application is submitted with the Excavation Permit application, only one application fee for both applications will apply.) |
|                                                                                                                                                  | \$ 50.00          |                 | Road closure, per day                                                                                                                                                                  |
|                                                                                                                                                  | \$ 100.00         |                 | Install/Replace Signage                                                                                                                                                                |
|                                                                                                                                                  | \$ 150.00         |                 | Install Replace Signage with post                                                                                                                                                      |
| Traffic Control Services by City Staff                                                                                                           | \$ 300.00         |                 | per day - up to 3 crew members (only if City Staff is available)                                                                                                                       |
|                                                                                                                                                  | \$ 150.00         |                 | For each additional crew member after 3 - per day                                                                                                                                      |
| Traffic Cones for rent                                                                                                                           | \$4/day           |                 | Rental traffic cones - daily rate for each individual traffic cone                                                                                                                     |
| 10.02.030 Traffic Engineer-Requests by the Public                                                                                                | fee based on cost |                 | Members of the public may request changes to or studies of any of the items within the powers and duties of the Traffic Engineer.                                                      |
| WATER & SEWER RATES AND FEES                                                                                                                     | FEE / FINE        | Proposed Change | COMMENTS                                                                                                                                                                               |
| <b>13.16.10 Water Rates Established</b>                                                                                                          |                   |                 | Rates approved by Ordinance 0924 11/19/2024                                                                                                                                            |
| Service Charge per month for all customer classes                                                                                                | \$ 21.78          |                 | 0.75" meter                                                                                                                                                                            |
|                                                                                                                                                  | \$ 36.97          |                 | 1.0" meter                                                                                                                                                                             |
|                                                                                                                                                  | \$ 73.93          |                 | 1.5" meter                                                                                                                                                                             |
|                                                                                                                                                  | \$ 118.28         |                 | 2.0" meter                                                                                                                                                                             |
|                                                                                                                                                  | \$ 236.56         |                 | 3.0" meter                                                                                                                                                                             |
| Volume Charge per 1,000 gallons for Residential                                                                                                  | \$ 10.27          |                 | First 7,500 gallons per month, per 1,000 gallons                                                                                                                                       |
|                                                                                                                                                  | \$ 13.78          |                 | 7,501 to 15,000 gallons per month, per 1,000 gallons                                                                                                                                   |
|                                                                                                                                                  | \$ 17.43          |                 | Over 15,000 gallons per month, per 1,000 gallons                                                                                                                                       |
| Volume Charge per 1,000 gallons for Commercial                                                                                                   | \$ 11.98          |                 | Uniform Volume Rate per 1,000 gallons                                                                                                                                                  |
| Inactive Rate                                                                                                                                    | 13/month          |                 | Inactive amount per month to support infrastructure & capture water usage                                                                                                              |
| <b>13.16.030 Rates and Charges - Sewer rates established)</b>                                                                                    |                   |                 | Rates approved by ordinance 11/19/2024                                                                                                                                                 |
| A.1. Flat fee for Sewer (all customers with sewer)                                                                                               | \$ 22.00          |                 |                                                                                                                                                                                        |
| A.2. Volume Charge per 1,000 gallons                                                                                                             | \$ 9.04           |                 | Residential allocation                                                                                                                                                                 |
|                                                                                                                                                  | \$ 9.04           |                 | Commercial - actual metered water                                                                                                                                                      |
| <b>13.16 Turn-on/Turn-off - Fees and Penalties</b>                                                                                               |                   |                 |                                                                                                                                                                                        |
| 13.16.050 B.                                                                                                                                     | \$ 42             |                 | Fee to restore service after it has been turned off for delinquency + delinquent amount                                                                                                |
| 13.16.050 C.                                                                                                                                     | \$ 30             |                 | Fee for <b>each</b> turn-on performed by the city after it has been turned off at the request of the owner, unless emergency shut off.                                                 |
| 13.16.050 D.                                                                                                                                     | \$ 10             |                 | Fee charged for <b>each</b> turn-on performed by other persons after it has been turned off at the request of the owner (private turn on)                                              |
| 13.16.070                                                                                                                                        | \$ 10             |                 | Water Turn-off for failure to pay bill by due date.                                                                                                                                    |
| <b>13.20 Charges for Connection to Water System</b>                                                                                              |                   |                 |                                                                                                                                                                                        |
| Water System Improvement Fee                                                                                                                     |                   |                 |                                                                                                                                                                                        |
| 13.20.040 A.                                                                                                                                     | \$ 17,400         |                 | Single-family residence                                                                                                                                                                |
| 13.20.040 B.1/13.20.040 B.2/13.20.040 B.3                                                                                                        | \$ 14,800         |                 | For each dwelling unit - Duplex Residential OR Multi-Family Units (85% of Single-family residence fee)                                                                                 |

# CITY OF MANITOU SPRINGS FEES AND FINES

| DEPARTMENT - FEE/FINE                                                                                                                    | AMOUNT       | Proposed Change                                                                                                                                                                                                                                                                                                                                                                                                       | COMMENTS |
|------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Commercial Users - based on size of Tap to Main (in inches)                                                                              | \$ 21,000    | 0.75"                                                                                                                                                                                                                                                                                                                                                                                                                 |          |
|                                                                                                                                          | \$ 28,000    | 1.0"                                                                                                                                                                                                                                                                                                                                                                                                                  |          |
|                                                                                                                                          | \$ 56,000    | 1.5"                                                                                                                                                                                                                                                                                                                                                                                                                  |          |
|                                                                                                                                          | \$ 68,000    | 2.0"                                                                                                                                                                                                                                                                                                                                                                                                                  |          |
|                                                                                                                                          | \$ 480,000   | 4.0"                                                                                                                                                                                                                                                                                                                                                                                                                  |          |
|                                                                                                                                          | \$ 1,200,000 | 6.0"                                                                                                                                                                                                                                                                                                                                                                                                                  |          |
| 13.20.040 C.                                                                                                                             |              |                                                                                                                                                                                                                                                                                                                                                                                                                       |          |
| Water Tapping Charges - based on size of Tap (in inches)                                                                                 |              |                                                                                                                                                                                                                                                                                                                                                                                                                       |          |
| Size of Tap - .075"                                                                                                                      | \$ 150       |                                                                                                                                                                                                                                                                                                                                                                                                                       |          |
| Size of Tap - 1.0"                                                                                                                       | \$ 150       |                                                                                                                                                                                                                                                                                                                                                                                                                       |          |
| Size of Tap - 1.5"                                                                                                                       | \$ 250       |                                                                                                                                                                                                                                                                                                                                                                                                                       |          |
| Size of Tap - 2.0"                                                                                                                       | \$ 250       |                                                                                                                                                                                                                                                                                                                                                                                                                       |          |
| Size of Tap - 4.0"                                                                                                                       | \$ 1,500     |                                                                                                                                                                                                                                                                                                                                                                                                                       |          |
| Size of Tap - 6.0"                                                                                                                       | \$ 1,500     |                                                                                                                                                                                                                                                                                                                                                                                                                       |          |
| Size of Tap - 8.0"                                                                                                                       | \$ 1,500     |                                                                                                                                                                                                                                                                                                                                                                                                                       |          |
| 13.20.040 Expansion of Demand Fee - Water: Remodeling or Reconstruction that incorporates water in excess of what is currently installed | \$ 120       | 1 - 3 Additional Fixtures, Appliances, or Facilities                                                                                                                                                                                                                                                                                                                                                                  |          |
|                                                                                                                                          | \$ 250       | 4 or more Additional Fixtures, Appliances, or Facilities                                                                                                                                                                                                                                                                                                                                                              |          |
| Water Connection Inspection Fees                                                                                                         | \$ 100       | Single-family residence                                                                                                                                                                                                                                                                                                                                                                                               |          |
|                                                                                                                                          | \$ 110       | For each dwelling unit - Duplex Residential Units                                                                                                                                                                                                                                                                                                                                                                     |          |
|                                                                                                                                          | \$ 150       | For each dwelling unit - Multi-family Residential Units                                                                                                                                                                                                                                                                                                                                                               |          |
| <b>13.20.050 Schedule of Charges and Fees for Sewer Services</b>                                                                         |              |                                                                                                                                                                                                                                                                                                                                                                                                                       |          |
|                                                                                                                                          | \$ 5,300     | Single-family residence                                                                                                                                                                                                                                                                                                                                                                                               |          |
|                                                                                                                                          | \$ 4,100     | For each dwelling unit - Duplex Residential Units (85% of Single-family residence fee)                                                                                                                                                                                                                                                                                                                                |          |
| Commercial Users - based on size of Tap to Main (in inches)                                                                              | \$ 6,000     | 4.0"                                                                                                                                                                                                                                                                                                                                                                                                                  |          |
|                                                                                                                                          | \$ 7,000     | 6.0"                                                                                                                                                                                                                                                                                                                                                                                                                  |          |
|                                                                                                                                          | \$ 8,000     | 8.0"                                                                                                                                                                                                                                                                                                                                                                                                                  |          |
|                                                                                                                                          | \$ 9,000     | 10.0"                                                                                                                                                                                                                                                                                                                                                                                                                 |          |
| Inspection Fees                                                                                                                          | \$ 100       | Single-family residence                                                                                                                                                                                                                                                                                                                                                                                               |          |
|                                                                                                                                          | \$ 110       | For each dwelling unit - Duplex Residential Units                                                                                                                                                                                                                                                                                                                                                                     |          |
|                                                                                                                                          | \$ 150       | For each dwelling unit - Multi-family Residential Units                                                                                                                                                                                                                                                                                                                                                               |          |
|                                                                                                                                          | \$ 120       | 1 - 3 Additional Fixtures, Appliances, or Facilities                                                                                                                                                                                                                                                                                                                                                                  |          |
|                                                                                                                                          | \$ 250       | 4 or more Additional Fixtures, Appliances, or Facilities                                                                                                                                                                                                                                                                                                                                                              |          |
| <b>Late Fee - Backflow Testing</b>                                                                                                       |              | HB24-1344 requires the testing, inspection, and repair of backflow devices.                                                                                                                                                                                                                                                                                                                                           |          |
| If not completed by October 1                                                                                                            | \$ 200       | Fine One                                                                                                                                                                                                                                                                                                                                                                                                              |          |
| If not completed by November 1                                                                                                           | \$ 300       | Fine Two (In addition to Fine 1)                                                                                                                                                                                                                                                                                                                                                                                      |          |
| If not completed by December 1                                                                                                           | \$ 600       | Fine Three & <b>Water Turn-off</b> for failure to comply with State regulations. (In addition to Fines 1 & 2).                                                                                                                                                                                                                                                                                                        |          |
| <b>13.28 Water Usage for Irrigation and Other Outside Purposes</b>                                                                       |              |                                                                                                                                                                                                                                                                                                                                                                                                                       |          |
| 13.28.040                                                                                                                                | \$ 150       | Exemption or partial exemption from water use restrictions                                                                                                                                                                                                                                                                                                                                                            |          |
| 13.28.050                                                                                                                                | \$ 150       | Alternate watering plan during periods of water use restrictions                                                                                                                                                                                                                                                                                                                                                      |          |
| <b>Ch 6.26 Solid Waste Disposal</b>                                                                                                      | \$ 345       | Application for Certification of designation                                                                                                                                                                                                                                                                                                                                                                          |          |
| <b>13.12 WATER METERS</b>                                                                                                                |              | Proposed Change                                                                                                                                                                                                                                                                                                                                                                                                       |          |
| New Water Meter Installation                                                                                                             | \$ 462       | Meter/ERT/Register                                                                                                                                                                                                                                                                                                                                                                                                    |          |
| Water Meter Replacement                                                                                                                  | \$ 462       | Meter/ERT/Register -Exception- Mechanical failure of equipment                                                                                                                                                                                                                                                                                                                                                        |          |
| Inspection Fees                                                                                                                          | \$ 110       | Inspection of water meter not installed by the City (eg: meters for irrigation water - 13.12.050).                                                                                                                                                                                                                                                                                                                    |          |
| Customer Requested Meter Removal/Install                                                                                                 | \$ 75        | For both removal and install to cover cost of personnel                                                                                                                                                                                                                                                                                                                                                               |          |
| Meter Tampering Fine                                                                                                                     | \$ 1,000     | Municipal code. 13.12.002 & 13.12.006 Court fines may also apply, if brought before the Judge.                                                                                                                                                                                                                                                                                                                        |          |
| <b>Charge when access is denied</b>                                                                                                      |              |                                                                                                                                                                                                                                                                                                                                                                                                                       |          |
|                                                                                                                                          | \$ 75        | During regular business hours; per denied access; When clear access is denied for two successive meter readings, or for any other function after written notice is mailed to the customer or conspicuously posted on the premises, and no response is made by the customer to such notice within 10 days, an appointment is thereafter made with the customer for reading the meter or performing such other function |          |
|                                                                                                                                          | \$ 300       | During off-duty hours and weekends; per denied access & requested on/off service.                                                                                                                                                                                                                                                                                                                                     |          |



## Memorandum

Title: First Reading of Ordinance No. 0825, an Ordinance Reducing the City's Special Tax on the Sale of Retail Marijuana and Retail Marijuana Products

From: Mayor John Graham

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 15 Minutes

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May 20, 2025

### **Purpose:**

To consider changing the special marijuana tax rate for recreational marijuana sales.

### **Background:**

The City of Manitou Springs currently collects a special marijuana tax of 10 percent on recreational marijuana sales. Earlier this year, Colorado Springs legalized recreational marijuana sales and established a five percent special marijuana tax rate. The difference in tax rates puts the Manitou Springs recreational marijuana sellers at a competitive disadvantage. The City of Manitou Springs wishes to reconsider the tax rate to be supportive of the local businesses. Changing the tax rate requires an ordinance.

### **Pros and Cons:**

#### **Pros:**

Making the tax rate competitive will enable local retailers to better maintain market share. While local sales volume is expected to decline owing to increased competition, the city hopes to preserve some retail marijuana traffic and tax collections. In brief, the city's slice of the pie will be smaller, but we will at least get a slice.

#### **Cons:**

Reducing the tax rate will necessarily mean that the city collects less tax on a given sale. However, this should help local businesses to maintain market share.

### **Fiscal Impact:**

Significant but very difficult to forecast. The volume of sales is likely to diminish, and the reduced tax rate will further reduce revenue for the city. However, the alternative of leaving the rate where it is will impact sales volumes even more negatively.

### **Workload Impact:**

Minimal.



**Recommended Action:**

Move to approve on First Reading, Ordinance No. 0825, an ordinance reducing the city's special tax on the sale of retail marijuana and retail marijuana products and set a public hearing for June 3, 2025, at 6:00 p.m., or as soon thereafter as the matter may be heard.

**ORDINANCE**

**AN ORDINANCE REDUCING THE CITY'S SPECIAL TAX ON THE SALE OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS**

**WHEREAS**, on November 5, 2013, the voters of the City of Manitou Springs approved the imposition of an additional 5% sales tax on the sale of retail marijuana and retail marijuana products within the City, and gave the City Council the authority to increase or decrease the tax so long as the tax does not exceed 10%;

**WHEREAS**, effective January 10, 2022, the City Council increased the sales tax to 10% by Ordinance No. 1821; and

**WHEREAS**, the City Council has reviewed the fiscal impacts of the current tax rate on local businesses, and has determined that a reduction in the special tax rate is in the best interest of the City to support local business competitiveness; and

**WHEREAS**, the City desires to reduce the retail marijuana sales tax to 5% effective June 9, 2025.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANITOU SPRINGS, COLORADO, THAT:**

**Section 1:** Section 3.12.110 (B) of the Manitou Springs Municipal Code is hereby amended to read as follows:

B. Effective June 9, 2025 the city's tax on all retail sales of marijuana and marijuana products is five percent of the gross receipts of such sales and shall be assessed in addition to the sales tax collected pursuant to subsection (A) hereof.

**Section 2:** If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

**Section 3:** The repeal or modification of any provision of Manitou Springs Municipal Code by this ordinance shall not release, extinguish, alter, modify or change in whole or in part any penalty, forfeiture or liability, either civil or criminal, which shall have been incurred under such provision. Each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings and prosecutions for enforcement of the penalty, forfeiture or liability, as well as for the purpose of sustaining any judgment, decree or order which can or may be rendered, entered or made in such actions, suits, proceedings or prosecutions.

**Section 4:** This ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

**Section 5:** This ordinance shall take effect five (5) days after final approval on second reading and publication.

Passed on first reading and ordered published this 20<sup>th</sup> day of May 2025.

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Elena Krebs, City Clerk

A Public Hearing on this ordinance will be held on June 3, 2025 City Council meeting. The Council Meeting will be held at 6:00 P.M. at City Hall, 606 Manitou Avenue, Manitou Springs, Colorado.

Ordinance Published: May 21, 2025 (in full)  
*City's Official Website and City Hall*

Passed on second reading and adopted by Council this 3<sup>rd</sup> day of June 2025.

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John Graham, Mayor

Attest:

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Elena Krebs, City Clerk

Ordinance Published: June 4, 2025 (in full)  
*City's Official Website and City Hall*



## Memorandum

Title: Second Reading and Public Hearing of Ordinance No. 0625, an Ordinance of the City of Manitou Springs, Colorado, Amending Section 10.04.020(24) of the Manitou Springs Municipal Code to Reduce the Default Speed Limit on City Streets to 20 Miles Per Hour

From: Bill Otto, Chief of Police

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 10 Minutes

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May 20, 2025

### **Purpose:**

Hold a public hearing and consider adopting the proposed ordinance to reduce the default speed limit on city streets to 20 miles per hour.

### **Background:**

This ordinance was introduced at the May 6, 2025, Council meeting and set for a public hearing tonight. Based on City Council's discussion, City Attorney Jeff Parker revised the ordinance to make the default speed limit anywhere in the City that is not posted, 20 miles per hour. This revision eliminates the concern about what a residential district or a residence district is for purposes of speed limits. Additionally, the revised ordinance modifies Section 1101(2) of the Model Traffic Code, which contains all the speed limits, and simplifies it to 20 miles per hour everywhere that is not posted and the posted limit where posted.

### **Pros and Cons:**

#### **Pros:**

- Enhances pedestrian and cyclist safety by reducing crash severity.
- Encourages a more livable and walkable neighborhood environment.
- Supports long-term community planning goals for safer streets.
- May reduce noise pollution and create a calmer traffic flow.

#### **Cons:**

- Requires financial investment for new signage and potential enforcement measures.
- Could lead to enforcement challenges and community concerns regarding traffic



citations.

- Potential minor delays for vehicle travel times within residential areas.
- May be met with resistance from drivers accustomed to higher speed limits.

**Fiscal Impact:**

The estimated cost of new signage is within our current budget.

**Workload Impact:**

- The Public Information Officer (PIO) will handle all public outreach and education, which should have minimal impact on overall city resources and operations.
- The Police Department may need to adjust enforcement strategies to include an initial period of warnings before citations are issued.
- Periodic reviews of traffic patterns and the effectiveness of the speed reduction will require staff involvement.

**Recommended Action:**

Move to adopt on second reading, Ordinance No. 0625, an ordinance of the City of Manitou Springs, Colorado, amending Section 10.04.020(24) of the Manitou Springs Municipal Code to reduce the default speed limit on city streets to 20 miles per hour.

ORDINANCE

AN ORDINANCE OF THE CITY OF MANITOU SPRINGS, COLORADO, AMENDING SECTION 10.04.020(24) OF THE MANITOU SPRINGS MUNICIPAL CODE TO REDUCE THE DEFAULT SPEED LIMIT ON CITY STREETS TO 20 MILES PER HOUR

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANITOU SPRINGS, COLORADO:

WHEREAS, the City Council desires to reduce the default speed limit to 20 miles per hour for all ~~residential and non-residential~~ streets in the City when not posted otherwise; and:

WHEREAS, Section 1101(7) of the 2020 Model Traffic Code (currently adopted by the City) permits the City to alter the speed limits set forth in the Model Traffic Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANITOU SPRINGS, COLORADO, THAT:

**Section 1:** Section 10.04.020(24) of the Manitou Springs Municipal Code is hereby amended to read as follows:

~~Pursuant to Section 1101(7) of the Model Traffic Code, Section 1101(2) is amended to read as follows: the city adopts the following maximum lawful speed limits:~~

Except when a special hazard exists that requires a lower speed, the following speeds shall be lawful:

~~a. Residential districts not posted: Twenty miles per hour.~~

~~b. a. Nonresidential districts not posted: All city streets unless posted otherwise:~~  
Twenty miles per hour.

~~c. b. The speed posted on standard signs erected by the city.~~

~~d. c. Except when a special hazard exists that requires lower speed than set forth in this section, the foregoing speed limits are reasonable and prima facie speed limits.~~

**Section 2.** If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

**Section 3.** This ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

**Section 4.** This ordinance shall take effect five (5) days after publication following final passage.

Passed on first reading and ordered published this \_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
City Clerk, Elena Krebs

A Public Hearing on this ordinance will be held at the \_\_\_\_\_, 2025 City Council meeting. The City Council Meeting will be held at 6:00 P.M. at City Hall, 606 Manitou Avenue, Manitou Springs, Colorado.

Ordinance Published: \_\_\_\_\_, 2025. (in full)

*City's Official Website and City Hall*

Passed on second reading and adopted by Council this \_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Mayor, John Graham

Attest: \_\_\_\_\_  
City Clerk, Elena Krebs

Published: \_\_\_\_\_, 2025 (in full)  
*City's Official Website and City Hall*

**ORDINANCE**

**AN ORDINANCE OF THE CITY OF MANITOU SPRINGS, COLORADO, AMENDING SECTION 10.04.020(24) OF THE MANITOU SPRINGS MUNICIPAL CODE TO REDUCE THE DEFAULT SPEED LIMIT ON CITY STREETS TO 20 MILES PER HOUR**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANITOU SPRINGS, COLORADO:**

**WHEREAS**, the City Council desires to reduce the default speed limit to 20 miles per hour for all streets in the City when not posted otherwise; and

**WHEREAS**, Section 1101(7) of the 2020 Model Traffic Code (currently adopted by the City) permits the City to alter the speed limits set forth in the Model Traffic Code.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANITOU SPRINGS, COLORADO, THAT:**

**Section 1:** Section 10.04.020(24) of the Manitou Springs Municipal Code is hereby amended to read as follows:

Section 1101(2) is amended to read as follows:

Except when a special hazard exists that requires a lower speed, the following speeds shall be lawful:

- a. All city streets unless posted otherwise: Twenty miles per hour.
- b. The speed posted on standard signs erected by the city.
- c. Except when a special hazard exists that requires lower speed than set forth in this section, the foregoing speed limits are reasonable and prima facie speed limits.

**Section 2.** If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

**Section 3.** This ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

**Section 4.** This ordinance shall take effect five (5) days after publication following final passage.

Passed on first reading and ordered published this 6<sup>th</sup> day of May 2025.

\_\_\_\_\_  
City Clerk, Elena Krebs

A Public Hearing on this ordinance will be held at the May 20, 2025, City Council meeting. The City Council Meeting will be held at 6:00 P.M. at City Hall, 606 Manitou Avenue, Manitou Springs, Colorado.

Ordinance Published: May 7, 2025. (in full)

*City's Official Website and City Hall*

Passed on second reading and adopted by Council this 20<sup>th</sup> day of May 2025.

\_\_\_\_\_  
Mayor, John Graham

Attest: \_\_\_\_\_  
City Clerk, Elena Krebs

Published: May 21, 2025 (in full)  
*City's Official Website and City Hall*



## Memorandum

Title: Second Reading and Public Hearing of Ordinance No. 0725, An Ordinance Amending Title 2 with the Addition of a New Chapter 2.66 Concerning Elections

From: Elena Krebs, City Clerk

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 10 Minutes

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May 20, 2025

### **Purpose:**

Hold a public hearing and consider adopting the proposed ordinance to amend the City's Code, adding a new chapter which establishes a procedural framework concerning elections.

### **Background:**

This ordinance was introduced at the May 6, 2025, Council meeting and set for a public hearing tonight. There have been no changes to the ordinance since the first reading.

While the City's Charter does reference which laws govern elections and provides guidance on processes such as initiatives, referendums and recalls, the City's Code is void of a basic procedural framework.

In summary, the proposed additions are as follows:

- Requiring write-in candidates to file an affidavit of intent by the deadline set forth in the Colorado Municipal Election Code, which is currently the 64<sup>th</sup> day before an election.
- Allowing the City to cancel an election if there are not more candidates than offices to be filled.
- A campaign finance section to simplify reporting requirements.

### **Pros and Cons:**

#### **Pros:**

- Legal consistency: Aligns local practices with the Colorado Municipal Election Code.
- Transparency: Enhances accountability through mandated campaign finance disclosures for all.



- Codification of Procedures: Establishes a formal framework for conducting municipal elections, reducing the reliance on external statutes and future administrative confusion.

**Cons:** There are no cons to adopting this ordinance.

**Fiscal Impact:**

None.

**Workload Impact:**

Many hours.

**Recommended Action:**

Move to adopt on second reading, Ordinance No. 0725, an ordinance amending Title 2 with the addition of a new chapter 2.66 concerning elections.

**ORDINANCE**

**AN ORDINANCE AMENDING TITLE 2 WITH THE ADDITION OF A  
NEW CHAPTER 2.66 CONCERNING ELECTIONS**

**WHEREAS**, the Manitou Springs Municipal Code currently does not have a Chapter governing the procedure for elections; and

**WHEREAS**, the City now desires to amend the Manitou Springs Municipal Code to define election provisions for the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY  
OF MANITOU SPRINGS, COLORADO, THAT:**

**Section 1:** Title 2 of the Manitou Springs Municipal Code is hereby amended by the addition of a new Chapter 2.66 to read as follows:

**Chapter 2.66 – Elections.**

**2.66.010 – Conduct of Elections.**

All elections shall be held and conducted in accordance with the Home Rule Charter for the City of Manitou Springs.

**2.66.020 – Write-in Votes.**

No write-in vote for any municipal office shall be counted unless an affidavit of intent has been filed with the City Clerk by the person whose name is written in, and such affidavit shall indicate that the person desires the office and is qualified to assume the duties of that office if elected. The affidavit of intent shall be filed with the City Clerk in compliance with the deadline established in the Colorado Municipal Election Code, as amended.

**2.66.030 – Cancellation of Election.**

A. If the only matter before the voters is the election of persons to office and if, at the close of business on the last day for filing a write-in candidate affidavit, as established herein, there are not more candidates than offices to be filled at such election, including candidates filing write-in candidate affidavits, the City Council may, by resolution adopted before or after such date, instruct the City Clerk to cancel the election and declare the candidates elected.

B. Notice of such cancellation shall be published, if possible, and notice of such cancellation shall be posted at each polling place and in not less than one other public place.

## **2.66.040 – Fair Campaign Practices**

**A.** All candidate committees, including Independent Expenditure and issue committees shall register with the City Clerk before accepting or making any contributions. Registration shall be on forms supplied by the City Clerk and must be complete in all respects.

**B.** When any individual becomes a candidate, such individual shall certify, by affidavit filed with the City Clerk with the nomination petition, that the candidate is familiar with the provisions of the Fair Campaign Practices Act and the Manitou Springs Municipal Code.

**C.** All candidate committees and issue committees, and all candidates without committees, shall file reports of contributions and expenditures with the City Clerk showing contributions, including contributions in kind received and all expenditures made in excess of twenty dollars (\$20). All reports shall be submitted on forms provided by the City Clerk.

**D.** Reports shall be due sixty (60) days prior to the election; thirty (30) days prior to the election; fifteen (15) days prior to the election; thirty (30) days after the election; and on the first day of each quarter (July 1, October 1, January 1 and April 1 following the election until a termination report is filed. If the reporting day is on a weekend or a legal holiday, the report shall be filed by the close of the next business day. The reporting period shall close five (5) calendar days prior to the date the report is due.

**E.** Any candidate committee and issue committee and all candidates without committees that have not accepted any contributions or contributions in kind, made any expenditures or entered into any obligations during a reporting period shall file a report with the City Clerk on the days specified in Subsection D above, certifying that the committee or candidate has not accepted any contributions or contributions in kind, made any expenditures or entered into any obligations during the relevant reporting period.

**Section 2.** If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

**Section 3.** This ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

**Section 4.** This ordinance shall take effect five days after publication following final passage.

Passed on first reading and ordered published this 6<sup>th</sup> day of May 2025.

\_\_\_\_\_  
City Clerk, Elena Krebs

A Public Hearing on this ordinance will be held at the May 20, 2025, City Council meeting. The City Council Meeting will be held at 6:00 P.M. at City Hall, 606 Manitou Avenue, Manitou Springs, Colorado.

Ordinance Published: May 7, 2025. (in full)

*City's Official Website and City Hall*

Passed on second reading and adopted by Council this 20<sup>th</sup> day of May 2025.

\_\_\_\_\_  
Mayor, John Graham

Attest: \_\_\_\_\_  
City Clerk, Elena Krebs

Published: May 21, 2025 (in full)  
*City's Official Website and City Hall*