



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, November 30, 2021 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the November 16, 2021 meeting.

Acknowledge receipt of the Clerk and Recorder's report for the month of October, 2021.

Appointment of the following members to the Logan County Fair Board:

Emily Parry as the Horse Events Coordinator – 3 year term.
Colby Walker as the Youth Rodeo Coordinator – 3 year term.

The Board will ratify the approval of a Subscription Services Agreement between Logan County Fair and Saffire for proprietary ticketing software and other related services with respect to Logan County Fair ticketing needs.

Unfinished Business

Consideration of the award of the IT RFP for Onsite and/or Remote Technical Support for comprehensive technical computer, server and network support of in-house and remote servers along with cloud email storage.

Consideration of the award of the proposal for lawn mowing and lawn maintenance services at the Courthouse Square, Justice Center, and Heritage Center.

Second Reading on Ordinance No. 2021-1: An ordinance requiring engine brake mufflers within the county and providing for enforcement procedures.

New Business

Consideration of the approval of Resolution 2021-47 regarding the establishment of Emergency Reserve in Fiscal Year 2021 in compliance with Amendment One (Tabor) and transferring appropriated funds between funds.

Consideration of the approval of Resolution 2021-48 regarding the establishment of Emergency Reserve in Fiscal Year 2021 for Logan County Pest Control District in compliance with Amendment One (Tabor) and transferring appropriated funds between funds.

Consideration of the approval of Resolution 2021-49 approving the final plat for the Bauder Minor Subdivision located in the southeast quarter (SE1/4) of Section 3, Township 7 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado.

Consideration of the approval of an agreement between Logan County and Xcel Energy and issuance of Right of Way Permit No. 2021-23 for use of the County Right of Way along County Road 72 for electrical distribution lines.

Consideration of the approval of an agreement between Logan County and Robert Lingreen and issuance of Right of Way Permit No. 2021-24 for use of the County Right of Way across County Road 31 for a water and electrical line.

Consideration of the approval of an agreement between Logan County and Millig Design Build for the completion of a county building energy performance audit.

Other Business

Miscellaneous Business/Announcements

The next meeting will be scheduled for Tuesday, December 7, 2021.

Executive Session as Needed

Adjournment

November 16, 2021

The Logan County Board of Commissioners met in regular session with the following members present constituting a quorum of the members thereof:

Byron H. Pelton
Jane E. Bauder
Joseph A. McBride

Chairman
Commissioner
Commissioner

Also present:

Alan Samber
Pamela M. Bacon
Rob Quint
Jerry Casebolt
David Conley
Chance Wright
Marilee Johnson

Logan County Attorney
Logan County Clerk & Recorder
Logan County Planning and Zoning
Logan County Emergency Manager
Lodging Tax Board
Logan County Building and Grounds
Tourist Information Center Director/County Public
Information Officer

Debbie Unrein
Trae Miller
Zach Brammer
Jim Santamoso
Frances Wagner
Kevin Blankenship
Eric Windom
LuAnn Windom
Bryan Ruf
Jeff Rice

Logan County Finance
Logan County Economic Development
CBEP Solar
Jake Brakes
Solar
City of Sterling

Solar
Journal Advocate

Chairman Pelton called the meeting to order at 9:34 a.m. and opened the meeting with the Pledge of Allegiance.

Chairman Pelton asked if there were any revisions for the agenda. Hearing none, Chairman Pelton continued with consent agenda.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the November 2, 2021 meeting.
- Acknowledge receipt of the Treasurer's report for the month of October, 2021.
- Acknowledge receipt of the Landfill Supervisor's report for the month of October, 2021.
- Acknowledge receipt of the Sheriff's Fee report for the month of October, 2021.

Commissioner Bauder moved to approve the Consent Agenda. Commissioner McBride seconded and the motion carried 3-0.

Chairman Pelton continued with Unfinished Business:

Commissioner McBride moved to approve Resolution 2021-44 and an application on behalf of CBEP Solar 1, LLC for a Community Solar Garden on approximately 40 acres, equaling approximately 5-Megawatt on property in the NE ¼ of Section 17, Township 8 North, 52 West

of the 6th PM, Logan County, Colorado. Commissioner Bauder seconded and the motion carried 3-0.

Chairman Pelton continued with New Business:

The board opened proposals for lawn mowing and lawn maintenance services at the Courthouse Square, Justice Center, and Heritage Center.

- Dave's Mowing and Maintenance in the amount of \$4,000.00 per mowing season.

Commissioner McBride moved to accept the bid and refer it to Chance Wright for recommendation back to the board. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve a Logan County Lodging Tax Board Project for Colorado Life Magazine Advertisement in the amount of \$4,800. Commissioner McBride seconded and the motion carried 3-0.

Commissioner McBride moved to approve Resolution 2021- 46 to amend the IRC Section 125 Flexible Benefits Plan amended to allow a participant to redirect on a non-tax basis, a portion of the gross compensation for reimbursement of health expenses to the extent that such expenses do not exceed \$2,850.00 per plan year. Also amended is the maximum Health Flexible Spending Account (FSA) carryover fit will be \$570.00. This carryover amount is in addition to employee's election for the new plan year. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner McBride moved to release these vehicles and allow the Chairman and Vice Chair to sign vehicle titles for vehicles to go to auction November 22, 2021:

- 1998 GMC Pickup Vin# 1GTHK33J3WF057382.
- 2007 Dodge Vin #2B3KA53H07H656615.
- 1996 Jeep 4 Dr Cherokee Vin# 1J4FJ68S3TL184637.

and for two vehicles which are being sold to Costilla County:

- 2006 Ford 2FAHP71W66X107306.
- 2006 Ford 2FAHP71W06X163936. Commissioner Bauder seconded and the motion carried 3-0.

Chairman Pelton read the first reading on Ordinance No. 2021-1: An ordinance requiring engine brake mufflers within the county and providing for enforcement procedures and opened a public hearing.

- Jim Santamoso addressed the board with his concerns against approving the ordinance.
- Jeff Rice expressed his concerns against approving the ordinance.

Hearing no further public comment, Chairman Pelton closed the public hearing.

Commissioner Bauder made a motion to have Ordinance No. 2021-1 read, enforced and published in the Journal Advocate. Commissioner McBride seconded and the motion carried 2-1 with Chairman Pelton voting against.

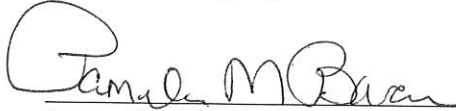
Other Business

The next meeting will be scheduled for Tuesday, November 30, 2021, at 9:30 a.m. at the Logan County Courthouse.

County Offices will be closed Thursday, November 25 and Friday, November 26, 2021 in observance of Thanksgiving Day and Weekend.

There being no further business to come before the Board, the meeting adjourned at 10:07 a.m.

Submitted by:



Logan County Clerk

Approved: November 30, 2021

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Byron Pelton, Chairman

Attest:

Logan County Clerk & Recorder

Clerk Fees Collected 2021

October

	<u>2020</u>	<u>2021</u>	
<u>Recording Fees Retained</u>	21,069.73	17,784.65	
<u>Motor Vehicle Fees Retained</u>	264,702.20	269,713.40	
Total \$	285,771.93	\$ 287,498.05	\$1,726.12
<u>Fees & Taxes Distributed</u>			
State of Colorado	242,586.23	233,911.47	
City of Sterling	33,111.51	23,919.20	
Town of Fleming	445.90	907.95	
Total \$	276,143.64	\$ 258,738.62	\$17,405.02
Fees Retained Year to Date		\$3,386,799.60	



Service Order Form

Event Dates: End of July/Beginning of August

Fees		Term: 1 year (2022)	Order Date: 9/16/2021	
Description	Quantity	Billing	Price/Ticket (Item)	Subtotal
Online Ticket Sales: priced \$0.01 - \$5.00	NA	30 days after invoice	\$ 0.75	
Online Ticket Sales: priced \$5.01 - \$10.00	NA	30 days after invoice	\$ 1.00	
Online Ticket Sales: priced \$10.01 - \$15.00	NA	30 days after invoice	\$ 1.50	
Online Ticket Sales: priced \$15.01 - \$30.00	NA	30 days after invoice	\$ 2.00	
Online Ticket Sales: priced \$30.01 - \$40.00	NA	30 days after invoice	\$ 3.00	
Online Ticket Sales: priced \$40.01 - \$50.00	NA	30 days after invoice	\$ 4.00	
Online Ticket Sales: priced \$50.01 +	NA	30 days after invoice	\$ 5.00	
General Admission - Box Office Ticket - Paid	NA	30 days after invoice	\$ 0.25	
General Admission - Box Office Ticket - Comp	NA	30 days after invoice	\$ 0.07	
General Admission - Pre-Printed Ticket - Paid (Redeemed)	NA	30 days after invoice	\$ 0.25	
General Admission - Pre-Printed Ticket - Comp (Redeemed)	NA	30 days after invoice	\$ 0.07	
Reserved Seat - Box Office Ticket - Paid	NA	30 days after invoice	\$ 0.50	
Reserved Seat - Box Office Ticket - Comp	NA	30 days after invoice	\$ 0.10	
Non-scanned items sold using built in SaffireCommerce™ (Merchandise, Registrations, etc.)	NA	Semi-Annually	\$ 0.50	

*With a 3-year agreement, the client will be charged a minimum of \$10,000/yr. or the sum of all ticketing fees as shown above, whichever amount is higher.
If a Call Center is utilized, an additional \$2.50 per ticket will be added to the online fees for all ticket sold through the Call Center service.

The following equipment prices are as of July 2021.				
iOS Devices Rental: iPhones or mini iPads --- \$85 per device for 1-week rental, or \$25 per device for each additional week -- includes unlimited data plan	TBD	30 days prior to event	\$ 85.00	
Complete POS Rental: Laptop, Microcom Printer, OR Hip Printer and Credit Card Reader --- \$150 per setup for 1-week rental, or \$50 per setup for each additional week	TBD	30 days prior to event	\$ 150.00	
Contactless Kiosk System : Touchscreen Monitor (15 inches), minicomputer to operate system, Microcom Printer with cutter, and Credit Card Reader. --- \$300 per setup for 1-week rental, or \$100 per setup for each additional week	TBD	30 days prior to event	\$ 300.00	
Printer Rentals: Microcom 520 --- \$50 per printer for a 1-week rental, or \$25 per printer for each additional week	TBD	30 days prior to event	\$ 50.00	
Printer Rentals: Microcom 485 (cutter) --- \$75 per printer for a 1-week rental, or \$25 per printer for each additional week	TBD	30 days prior to event	\$ 75.00	
Printer Rentals: Hip Printer --- \$60 per printer for a 1-week rental, or \$25 per printer for each additional week	TBD	30 days prior to event	\$ 60.00	
Credit Card Readers Rental: Magtek (stand alone credit card readers for laptop) \$15 per reader for 1-week rental, or \$5 per reader for each additional week	TBD	30 days prior to event	\$ 15.00	
Credit Card Readers Rental: Unimag/iMag (Unimag plug in reader for Authorize.net or PayPal) \$15 per reader for 1-week rental, or \$5 per reader for each additional week; iMag (PayPal CHIP Bluetooth) \$30 per reader for 1-week rental, or \$5 per reader for each additional week	TBD	30 days prior to event	\$ 15.00	
MIFI Rental: \$85 per device for 1-week rental, or \$25 per device for each additional week	TBD	30 days prior to event	\$ 85.00	
On Site Support Fee (excludes travel expenses**) - \$500/day	TBD	30 days after invoice	\$ 500.00	
Initial Setup of SaffireTix Site (Spark Platform) - if not a current website client		At Time of Signature of agreement	\$ 1,000.00	\$ 1,000.00

*Device rentals and purchase prices do not include shipping. Shipping fees for rentals will be added to the post-event invoice. Shipping fees for purchased items will be added to the purchase invoice.

**Travel expenses include; airfare, hotel & car rental. If applicable, travel expenses will be added to the post-event invoice.

RENEWALS: This order renews for additional 1-year periods, unless either party provides the other with written (including email) notice of non-renewal at least 30 days prior to the renewal date (which is determined by order date plus term listed above).

TERMS: This order is governed by the terms of the Subscription Services Agreement (<https://www.saffire.com/ssa>) between the parties, which terms are incorporated into this order for all purposes. If there is a conflict between the terms of this order and the agreement, this order governs. This order and the agreement are the entire agreement between the parties, and they supersede and replace all prior and contemporaneous negotiations, agreements, representations and discussions regarding this subject matter. Only a signed writing of the parties may amend this order.

MINIMUMS: Client will be charged a minimum \$13,000 annually or the sum of all ticketing fees, whichever amount is higher.

CREDIT CARD PROCESSING FEES: If the Client uses Saffire's payment processor, an additional credit card processing fee of 4% per transaction will be deducted from the settlement payments. These do not apply to ticketing fee minimums. A retainer of 10% of the settlement or \$1,000, whichever amount is higher, will be held for up to 60 days after the event has ended, and will be utilized to cover any customer chargeback disputes and fees that may arise after the event. Saffire will defend the purchases through the credit card company, but any chargeback disputes awarded in the customers' favor will be deducted from the chargeback retainer. The remaining amount will be paid to the Client after the 60 day window has passed.

LATE FEES: If device rental return is not post-marked within 2-days after the event, a \$10/device/day fee will be invoiced.

Customer: Logan County Fair - CO

Name: Byron Pelton

Title: Logan County Commissioner


Billing Email: quintk@logancountyco.gov

Address: 315 Main Street, Sterling, CO 80751

Phone: 970-522-0888 X222

Signature:

Date:


23 Nov 2021

Saffire, LLC

Name: Aaron Pederson

Title: President

Email: aaron@saffire.com

Address: 248 Addie Roy Road, Suite B-106, Austin, TX 78746

Phone: 512.430.1123

Signature:

Date:

Saffire Service Addendum

This document amends the Saffire Subscription Services Agreement dated **11/17/2021**. Service Provider and Client agree to the following amendments for the term of the Service Order Agreement. All other terms of amended agreement remain in effect.

<https://cdn.saffire.com/site-files/SaffireEvents/SaffireSSA.pdf?v=3>

5a. Definition of Confidential Information. Confidential Information means all non-public information (whether in written or electronic form) disclosed by a party ("Discloser") to the other party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential, given the nature of the information and the circumstances of disclosure, including the terms of this Agreement ("Confidential Information"). Saffire's Confidential Information includes, without limitation, ~~pricing information~~, marketing strategies and the Saffire Property (defined below). Customer's Confidential Information includes Customer Data. **BJP Initial**

7e. Reservation of Remedies. No remedy of Saffire referred to in this Section shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity including, without limitation, the right to maintain an action to recover all amounts due ~~(including the right to recover all reasonable attorneys' fees and costs incurred by Saffire in enforcing its rights and remedies).~~ **BJP Initial**

9b. By Customer. If any third party brings or threatens to bring a claim against Saffire related to or arising out of Customer's acts, omissions, data or information within the Service, related to the Hardware or otherwise from or at a Customer event (including, without limitation, personal injury, property damage, taxes, interest and penalties, refunds, returns and chargebacks), Customer must defend, indemnify **to the extent allowed by law**, and hold Saffire and its officers, directors, employees and agents, and their successors and assigns, harmless from and against all damages, losses and expenses of any kind ~~(including reasonable legal fees and costs) related to such claim or threatened claim.~~ **BJP Initial**

10. GOVERNING LAW AND FORUM; INJUNCTIVE RELIEF. This Agreement is governed by the laws of the State of **COLORADO** (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this Agreement. Any suit or legal proceeding must be exclusively brought in the federal or state courts for **Logan County, Colorado**, and Customer submits to this personal jurisdiction and venue and waives any claims of forum non conveniens. Nothing in this Agreement prevents Saffire from seeking injunctive relief in a court of competent jurisdiction as follows: Customer agrees that any remedy at law for any breach or threatened breach of the provisions of Sections 5 or 6 could cause irreparable injury or harm to Saffire for which monetary damages would be

insufficient and, accordingly, grants to Saffire the right and entitlement to seek injunctive relief, without the posting of bond, for any such breach or threatened breach in addition to, and not in limitation of, any and all other remedies at law or in equity otherwise available to Saffire. ~~The prevailing party in any litigation at law or equity is entitled to recover its reasonable attorneys' fees and costs from the other party.~~ **Initial**

Agreed to by following parties:

Client: Logan County Fair - CO	Saffire, LLC
Name: Byron Pelton	Name: Aaron Pederson
Title: Logan County Commissioner	Title: President
Billing Email: quintk@logancountyco.gov	Email: aaron@saffire.com
Address: 315 Main Street, Sterling, CO 80751	Address: 248 Addie Roy Road, Suite B-106, Austin, TX 78746
Phone: 970-522-0888 x 222	Phone: 512.430.1123
Signature: 	Signature: 
Date: 23 Nov 2021	Date: 11/17/2021

RESOLUTION

No. 2021-47

RE: ESTABLISHMENT OF EMERGENCY RESERVE IN FISCAL YEAR 2021 IN COMPLIANCE WITH AMENDMENT ONE (TABOR) AND TRANSFERRING APPROPRIATED FUNDS BETWEEN FUNDS

WHEREAS, the Board of County Commissioners of Logan County, Colorado, pursuant to Colorado statute is vested with the authority of administering the affairs of Logan County, Colorado; and

WHEREAS, State Constitutional Amendment One (Tabor), passed November 3, 1992, provides for the establishment of a required Emergency Reserve; and

WHEREAS, staff has recommended that an Emergency Reserve be established in fiscal year 2021 in the amount of \$672,000; and

WHEREAS, Logan County has, in previous years, appropriated and set aside at total of \$657,000 in the General Fund; and

WHEREAS, an additional \$15,000 must be set aside to make the recommended reserve.

NOW, THEREFORE, BE IT RESOLVED by the Board of Logan County Commissioners of Logan County, Colorado, that the additional amount of \$15,000 be added to the Emergency Reserve, as provided for under Amendment One (Tabor). These reserve funds have been set aside in the General Fund;

NOW, THEREFORE BE IT FURTHER RESOLVED, that the sum of \$15,000 be transferred from the Logan County General Fund to the Logan County Contingency Fund as allowed by C.R.S. 29-1-109.

Adopted this 7th day of December, 2021.

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF LOGAN AND
STATE OF COLORADO**

(Aye) (Nay)
Byron H. Pelton, Chairman

(Aye) (Nay)
Joseph A. McBride

(Aye) (Nay)
Jane E. Bauder

I, Pamela M. Bacon, the County Clerk and Recorder in and for the County of Logan, State of Colorado do hereby certify that the foregoing resolution was adopted by the Board of County Commissioners of the County of Logan, State of Colorado, in its regular session assembled this 7th day of December, 2021.

County Clerk and Recorder

ORDINANCE NO. 2021-1
THE BOARD OF COUNTY COMMISSIONERS
OF LOGAN COUNTY, COLORADO

**AN ORDINANCE REQUIRING THE USE OF ENGINE BRAKE MUFFLERS
WITHIN THE COUNTY AND PROVIDING FOR ENFORCEMENT PROCEDURES**

WHEREAS, pursuant to C.R.S. § 30-11-101(2), Logan County, Colorado, has the authority to adopt and enforce ordinances and resolutions pertaining to the health, safety, and welfare issues as prescribed by law; and

WHEREAS, pursuant to C.R.S. §§ 25-12-107 and 30-15-401(1)(m), the Board of County Commissioners of Logan County, Colorado (“Board”), has authority to adopt ordinances related to the regulation of noise on public and private property; and

WHEREAS, pursuant to C.R.S. § 25-12-101, the State of Colorado has found that noise is a major source of environmental pollution that represents a threat to the serenity and quality of life in Colorado, and has further found that excess noise can have adverse physiological and psychological effects on people; and

WHEREAS, pursuant to C.R.S. § 30-15-401(1)(h), the Board may control and regulate the movement and parking of vehicles and motor vehicles on public property; and

WHEREAS, pursuant to 40 C.F.R. §§ 202.20 and 202.22, the federal government has found it appropriate to impose noise standards on commercial vehicles engaged in interstate commerce, including a requirement to have a muffler; and

WHEREAS, pursuant to C.R.S. §§ 25-12-107(1) and 42-4-225, the State of Colorado has also found it appropriate to impose noise standards on motor vehicles, including general requirements to have a muffler and specific requirements to use a muffler on engine brake devices; and

WHEREAS, noise from the use of engine brake devices can disturb the quality of life for residents and visitors, especially those who live, sleep, work, or enjoy leisure activities in close proximity to Logan County’s major highways, including I-76, US Highways 6 and 138, and State Highways 14, 55, 61, 63 and 113; and

WHEREAS, engine brake devices can assist some vehicles, especially large commercial vehicles, to safely navigate hilly terrain within the County and the noise created by such vehicles can be mitigated by muffling the noise without otherwise prohibiting the use of engine brake devices; and

WHEREAS, on November 16, 2021, the Board held a public meeting as part of a properly noticed agenda to perform a first reading of this ordinance and to hear the comments of any interested persons; and

WHEREAS, at such public hearing, the Board received comments concerning the noise nuisance caused by the use of engine brake devices that are not equipped with a muffler and the importance of muffling the noise from engine brake devices; and

WHEREAS, on November 30, 2021, the Board of County Commissioners held a public meeting as part of a properly noticed agenda to perform a second and final reading of this ordinance and to receive any additional comments from interested persons in support of the public health, safety, and welfare that will be benefitted by requiring the use of mufflers on engine brake devices.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of Logan County, Colorado, as follows:

Section 1. The foregoing “Whereas” clauses are incorporated herein and made a part of this ordinance.

Section 2. Purpose. The purpose of this ordinance is to regulate the use of engine brake devices in a manner that protects the public health, safety, and welfare of the citizens of Logan County.

Section 3. Applicability. This ordinance applies to any vehicle that is subject to registration and operated on a highway within the County, except that this section shall not apply to electric motor vehicles.

Section 4. Standards. Any vehicle to which this section applies that is equipped with an engine compression brake device must:

- A. be equipped with a muffler on the engine compression brake device; and
- B. maintain the engine compression brake device muffler in constant operation and properly maintained to prevent any excessive or unusual noise; and
- C. not equip or otherwise modify such engine compression brake device or muffler with a cut-off, bypass, or similar device.

Section 5. It is unlawful for any person to operate a vehicle in violation of any provision of this ordinance.

Section 6. This ordinance may be enforced by a law enforcement officer or any other persons or positions designated by the Board as enforcement officers under this ordinance.

Section 7. Pursuant to C.R.S. §§ 30-11-101 and 30-15-402, as the same may be revised or replaced from time to time, any law enforcement officer enforcing this ordinance is authorized to utilize the penalty assessment procedure provided in C.R.S. §16-2-201, as the same may be revised from time to time.

Section 8. Pursuant to C.R.S. §§ 30-11-101 and 30-15-402, any person or entity that violates this ordinance shall be guilty of a traffic infraction. For each separate violation, the fine

for the first offense and for any subsequent offense shall be a minimum of fifty dollars (\$50.00) and a maximum of no more than one thousand dollars (\$1,000.00). Such fine shall be collected by the clerk of court and transmitted to the Logan County Treasurer. In addition to the aforementioned fines and penalties, any person convicted of a violation of this section shall be subject to the statutory surcharges of ten dollars (\$10.00) for the Victims and Witnesses Assistance and Law Enforcement Fund. This surcharge shall be paid to the clerk of court by each person convicted of violating this ordinance. The clerk shall transmit the moneys to the fund in accordance with C.R.S. § 30-15-402(2).

BE IT FURTHER ORDAINED by the Board of County Commissioners that, upon adoption, this Ordinance is published by title only in a newspaper(s) of general circulation in Logan County.

BE IT FURTHER ORDAINED by the Board of County Commissioners, that this Ordinance is effective upon adoption, following the second reading.

INTRODUCED, READ AND APPROVED ON FIRST READING this 16th day of November, 2021, and ordered published in the Sterling Journal Advocate.

BOARD OF COUNTY COMMISSIONERS
OF LOGAN COUNTY, COLORADO

Byron H. Pelton, Chairman

Joseph A. McBride, Commissioner

Jane E. Bauder, Commissioner

ATTEST:

Pamela M. Bacon
Logan County Clerk & Recorder

(Seal)

RESOLUTION

No. 2021-48

RE: ESTABLISHMENT OF EMERGENCY RESERVE FOR LOGAN COUNTY PEST CONTROL DISTRICT IN FISCAL YEAR 2021 IN COMPLIANCE WITH AMENDMENT ONE (TABOR) AND TRANSFERRING APPROPRIATED FUNDS BETWEEN FUNDS

WHEREAS, the Board of County Commissioners of Logan County, Colorado, pursuant to Colorado statute is vested with the authority of administering the affairs of Logan County Pest Control District; and

WHEREAS, State Constitutional Amendment One (Tabor), passed November 3, 1992, provides for the establishment of a required Emergency Reserve; and

WHEREAS, staff has recommended that an Emergency Reserve be established in fiscal year 2021 in the amount of \$7,000; and

WHEREAS, Logan County Pest Control District has, in previous years, appropriated and set aside at total of \$6,600 in the Logan County Pest Control District Fund; and

WHEREAS, an additional \$400 must be set aside to make the recommended reserve.

NOW, THEREFORE, BE IT RESOLVED by the Board of Logan County Commissioners of Logan County, Colorado, that the additional amount of \$400 be added to the Emergency Reserve, as provided for under Amendment One (Tabor). These reserve funds have been set aside in the Logan County Pest Control District Fund;

Adopted this 7th day of December, 2021.

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF LOGAN AND
STATE OF COLORADO**

(Aye) (Nay)
Byron H. Pelton, Chairman

(Aye) (Nay)
Joseph A. McBride

(Aye) (Nay)
Jane E. Bauder

I, Pamela M. Bacon, the County Clerk and Recorder in and for the County of Logan, State of Colorado do hereby certify that the foregoing resolution was adopted by the Board of County Commissioners of the County of Logan, State of Colorado, in its regular session assembled this 7th day of December, 2021.

County Clerk and Recorder

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (County fills in) _____ day of _____, _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and _____ the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): _____

_____ ; and
WHEREAS, Applicant desires to install and construct a Water Line & Eled which will be located (Circle One) along, bore under, or trench across C.R. 31, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of \$100.00 or \$200.00 and keeping of the terms and covenants contained herein, the parties agree as follows:

RV ☒ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.

RV ☒ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.

RV ☒ Applicant shall have the right to install and construct 10" PVC Pipe, described above, in the right of way of C.R. 31, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.

RV ☒ All work authorized by this Agreement shall be completed no later than

60 days after approval

RV ☒ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.

RV ☒ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.

RV ☒ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

Lindgreen, Robert
Right of Way November 2021
ROW2021-24
County Road 31, Atwood

☐ Applicant hereby releases the County from any liability for damages caused by said _____, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

☐ No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

☐ This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

☐ Other Provisions: _____

Land Owner #1

B&L LLC

Printed name

Robert Lindgreen Mgr.

Signature

Land Owner #2

Printed Name

Signature

Individual Right-of-Way Permit Applicant:

Printed name

Robert Lindgreen

Signature

Robert Lindgreen

Address:

17401 C.R. 14

Application Fee Paid

Atwood, Colo 80720

Date

Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

Byron H. Pelton

(Aye) (Nay)

Joseph A. McBride

(Aye) (Nay)

Jane E. Bauder

(Aye) (Nay)

Lindgreen, Robert
Right of Way November 2021
ROW2021-24
County Road 31, Atwood

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (County fills in) _____ day of _____, _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and Xcel Energy _____ the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): CR 72 between CR 47 & CR 49 Peetz, CO 80747

T: 12N R: 52W S: 1 _____; and

WHEREAS, Applicant desires to install and construct a Electrical Distribution, which will be located (Circle One: along, bore under, or trench across County Road 72, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **\$100.00** or **\$200.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

- ☒ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
- ☒ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
- ☒ Applicant shall have the right to install and construct Electrical Distribution, described above, in the right of way of County Road 72, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
- ☒ All work authorized by this Agreement shall be completed no later than 12/31/21.
- ☒ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.
- ☒ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
- ☒ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

Xcel Energy
ROW2021-23
Along CR 72

☒ Applicant hereby releases the County from any liability for damages caused by said Electrical Distribution _____, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

☒ No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

☒ This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

☒ Other Provisions: N/A

Note: Applicants in the process of acquiring a Conditional Use Permit or a Special Use Permit - If easements containing signatures have been obtained and are in hand for the appropriate permit, then the landowner signatures required below can be waived.

Owner #1

Xcel Energy _____ Printed name Brian Dillon

Signature _____

Owner #2

_____ Printed Name _____

Signature _____

Individual Right-of-Way Permit Applicant:

Brian Dillon

Printed name _____

Signature _____

Address: 502 S. 8th Ave
Sterling, CO 80751

Application Fee Paid _____

Date _____

Signed at Sterling, Colorado the day and year first above written.

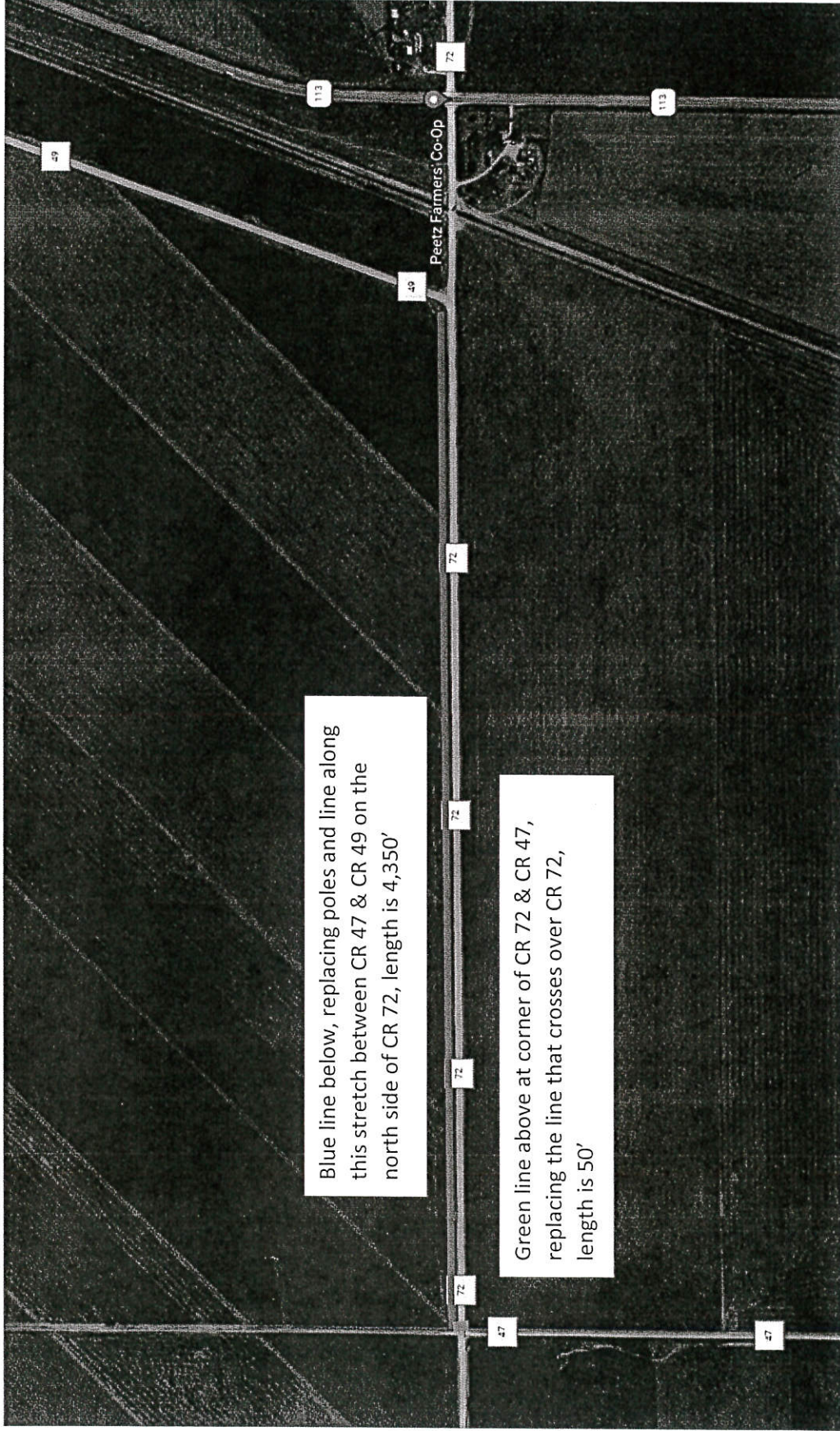
**THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO**

Byron H. Pelton (Aye) (Nay)

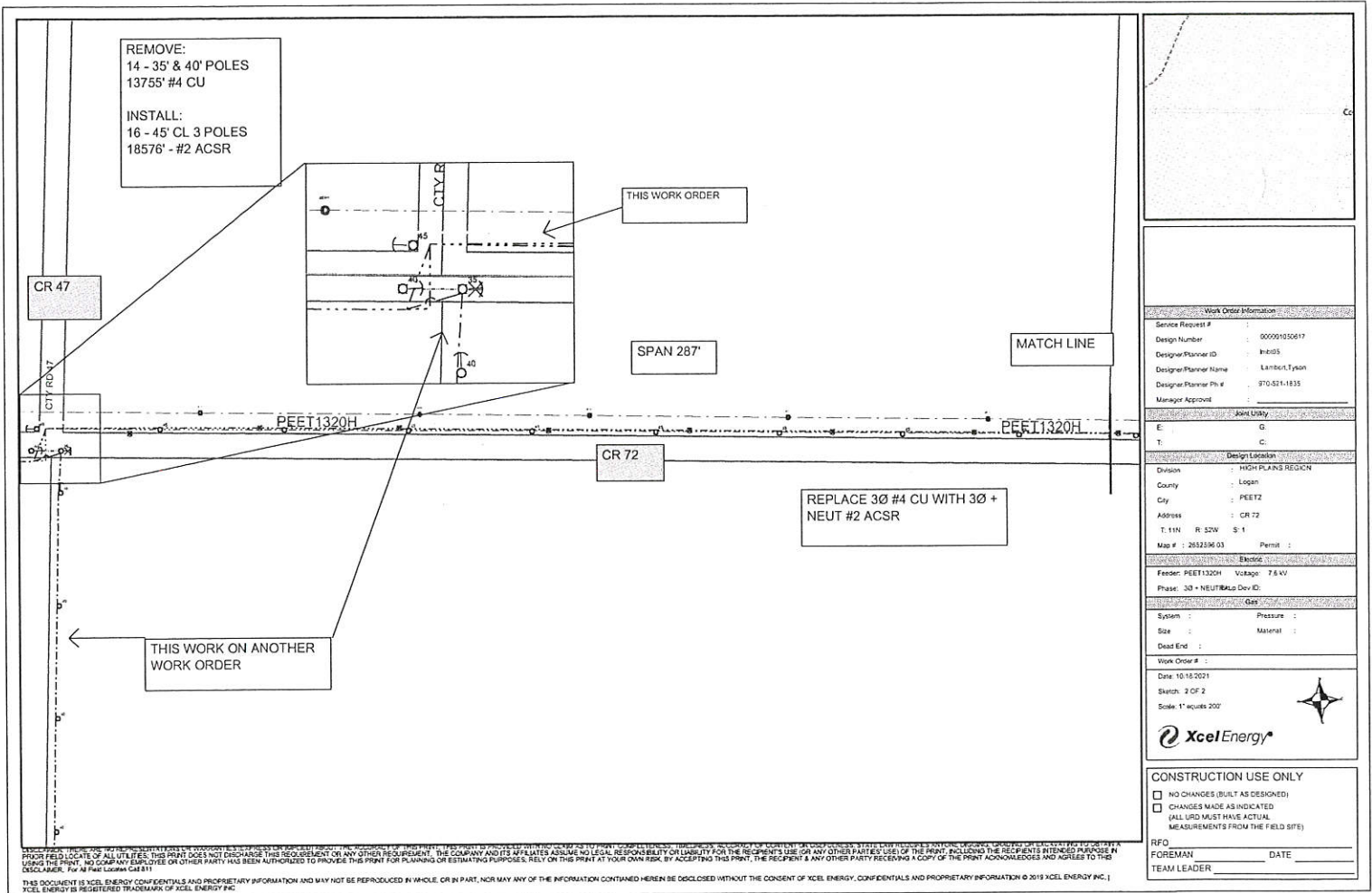
Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)

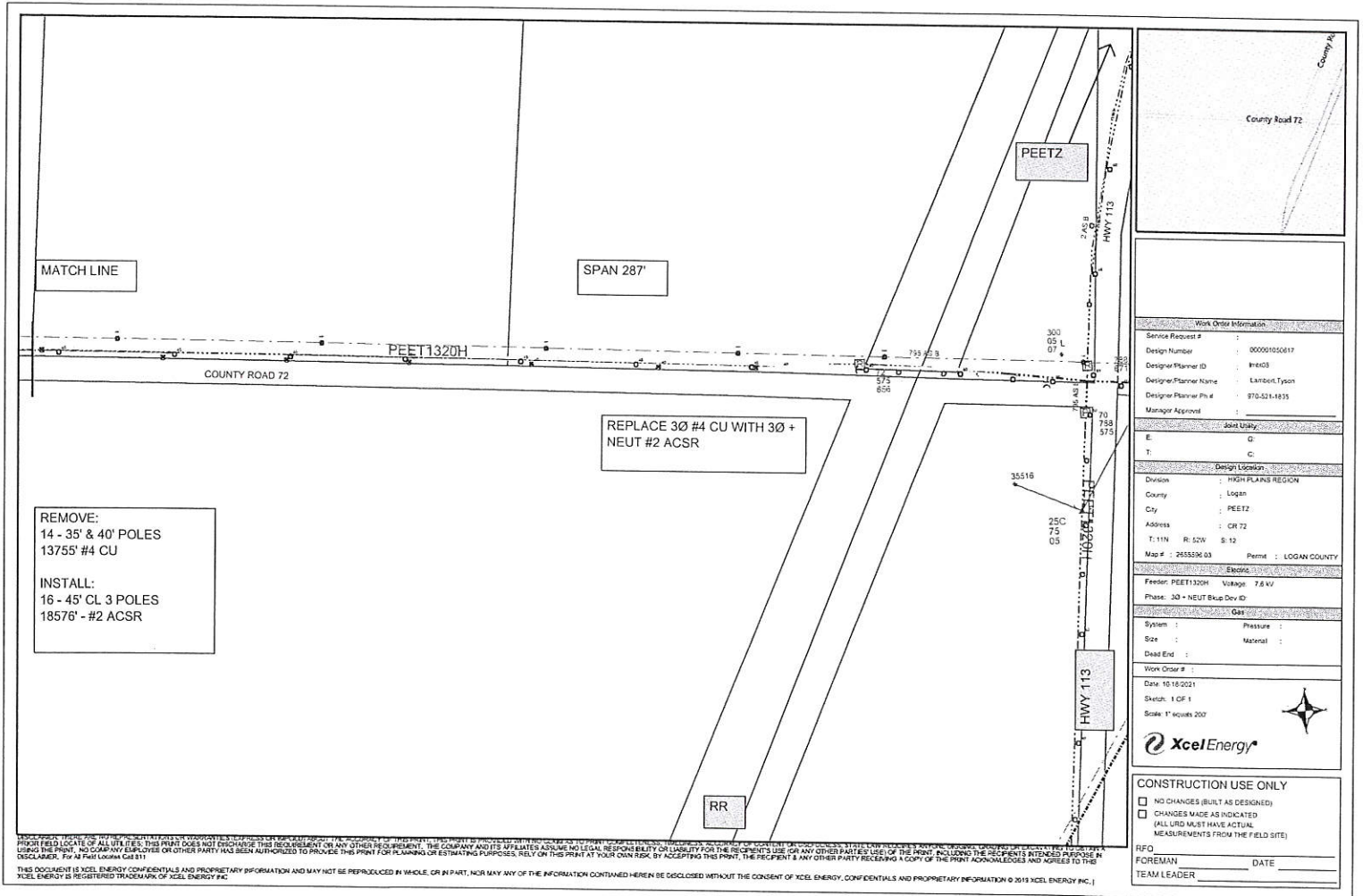
Xcel Energy
ROW2021-23
Along CR 72



Xcel Energy
ROW2021-23
Along CR 72



Xcel Energy
ROW2021-23
Along CR 72



Xcel Energy
ROW2021-23
Along CR 72

RESOLUTION

NO. 2021-49

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO, APPROVING THE FINAL PLAT FOR THE BAUDER MINOR SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER(SE1/4) OF SECTION 3, TOWNSHIP 7 NORTH, RANGE 53 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO.

WHEREAS, Mark Bauder, has petitioned the Board of County Commissioners of Logan County, Colorado to formally approve the creation of a two (2) lot minor subdivision consisting of Lot 1, containing 19.81 acres and Lot 2 containing 15.20 acres, each legally described as follows:

A parcel of land in the Southeast Quarter (SE1/4) of Section 3, Township 7 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said SE1/4; thence South 0°23'10" East along the East line of said SE1/4 a distance of 831.00 feet to the true point of beginning, said point being the Southeast corner of a parcel of land described in Torrens document number 014049 of the Logan County records; thence South 78°14'30" West along the South line of said parcel of land described in Torrens document number 014049 a distance of 1488.73 feet to the Southeast corner of a parcel of land described in Torrens document number 014050 of the Logan County records; thence South 66°11'00" West along the South line of said parcel of land described in Torrens document number 014050 a distance of 516.93 feet to the Northeast corner of a parcel of land described in Torrens document number 014051 of the Logan County records; thence South 23°41'30" East along the East line of said parcel of land described in Torrens document number 014051 a distance of 928.57 feet to the Southeast corner of said parcel of land described in Torrens document number 014051, said point being also on the North line of a parcel of land described in Torrens document number 014056 of the Logan County records; thence North 66°14'15" East along the North line of said parcel of land described in Torrens document number 014056 a distance of 1706.50 feet to a point on the East line of said SE1/4; thence North 0°23'10" West along the East line of said SE1/4 a distance of 674.84 feet to the point of beginning and containing 35.01 acres, more or less, subject to a county road right-of-way along the East line of said Section 3.

WHEREAS, Mark Bauder, owner of the combined parcel consisting of 36 acres has, as shown on the Final Subdivision Plat, attached hereto and fully incorporated herein by reference, laid out, platted and proposed the creation of two lots under the name and style of Bauder Minor Subdivision, Lots 1 and 2, all in the Southeast Quarter of Section 3, Township 7 North, Range 53 West, of the 6th Principal Meridian, in Logan County, Colorado; and

WHEREAS, the applicant has demonstrated that an acceptable water source is available for each of the lots to be created; and

WHEREAS, all notices and posting requirements for hearing on the Preliminary and Final Minor Subdivision plat application were properly given, and the statements of interested persons were received, and

WHEREAS, the Logan County Planning Commission recommended approval of the Preliminary and Final Plat applications submitted by Mark Bauder, after reviewing the application, studying the staff review, and taking testimony of any interested persons at its regular meeting on November 16, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that the application of Mark Bauder for the proposed subdivision of the

original 36 acre parcel into two (2) lots, as legally described above and as laid out and platted on the Final Plat, attached hereto, is hereby GRANTED, subject to the following condition:

- a. The applicant shall be responsible for maintaining ongoing compliance with all conditions or requirements set forth in the Logan County Zoning Resolution and Logan County Subdivision Regulations.

All information submitted by the applicant in support of the application has been taken into consideration and forms part of the basis for the approval of the application.

APPROVED AND DONE on Tuesday, this 30th day of November, 2021.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(Aye)(Nay)
Byron H. Pelton, Chairman

(Aye)(Nay)
Joseph A. McBride, Commissioner

(Aye)(Nay)
Jane E. Bauder, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 30th day of November, 2021.

County Clerk and Recorder

LOGAN COUNTY MINOR SUBDIVISION APPLICATION PLAT APPROVAL

Date: 9/22/21

Name of Minor Subdivision (as listed on plat): Bauder Minor Subdivision

Applicant:

Name: Mark Bauder Phone: 970-580-1320

Address: 11329 CR 33 Sterling, CO. 80751

Email: cmbauder@yahoo.com

Local Agent:

Name: _____ Phone: _____

Address: _____

Owner of Record:

Name: Mark Bauder Phone: 970-580-1320

Address: 11329 CR. 33 Sterling, CO. 80751

Prospective Buyer:

Name: Jacob + Chelsey Lehmkuhl Phone: 970-580-0488

Address: 11329 CR. 33 Sterling, CO. 80751

Land Surveyor:

Name: Leibert McAtee & Associates Phone: 970-522-1960

Address: 6115 S. 10th Ave. Sterling, CO. 80751

Attorney:

Name: Wright Law Firm Phone: 970-526-6767

Address: 111 Main St Sterling, CO. 80751

Description of Property:

Minor Subdivision Location: On the _____ side of _____

_____ Feet _____ of _____
Direction Street

Legal: 1/4 Section NE 1/4 SE 1/4 Section 3 Township 7 Range 53

Total Acres 36 Number of Lots 2

Current Zoning: _____ Current Land Use: _____

**LOGAN COUNTY MINOR SUBDIVISION APPLICATION
PLAT APPROVAL**

Postal Delivery Area: _____ School District: _____

If Deed is recorded in General System: Book _____ Page _____

Has the Board of Zoning Appeals granted Variance, Exception, or a Conditional Use Permit Concerning this property? Y or N

If yes, list Case No., and Name _____

Proposed use of each Parcel: Residence

Proposed Water and Sewer Facilities: Well Water, Septic

Proposed Public Access to Each New Parcel: Entry off C.R. 33

Reason for Request of this Exemption (May use additional pages): _____

List all Contiguous Holdings in the same Ownership:

Section/ Township/ Range _____ Lot(s) _____

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance into the present owner as recorded with the Logan County Clerk and Recorder. This affidavit shall indicate the legal owner of the property; the contract owner of the property, and the date the Contract of Sale was executed. IN THE EVENT OF CORPORATE OWNERSHIP: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any class of stock must be attached. This need only be provided if Developer is requesting special assessment financing, the formation of improvement district(s) or benefit district(s).

I Mark Bauder, hereby consent to the provisions of Article 8.2 (A & B) of the Logan County Subdivision Regulations, and hereby depose that all statements contained in this application submitted herewith are true.

Applicant Signature: Mark Bauder Date: 9/22/21

Mark Bauder

Minor Subdivision - 2 lots

MSUB2021-2

03-07-53

**LOGAN COUNTY MINOR SUBDIVISION APPLICATION
COUNTY USE ONLY**

Application Fee: (\$100.00) Date: _____ Receipt #: _____

Recording Fee: \$13.00 (1 Page) **OR** \$23.00 (2 Pages) - (Separate Check) Date / Receipt #: _____

Date of Planning Commission: _____

Recommendation of Planning Commission: ☒ Approval ☐ Denial

Recommended Conditions of the Minor Subdivision:



Chairperson, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of the Minor Subdivision Approval:

Date Granted: _____

Date Denied: _____

Mark Bauder
Minor Subdivision - 2 lots
MSUB2021-2
03-07-53

Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)

Investment Grade Audit Contract

This Investment Grade Audit Agreement is entered into on November 30, 2021, by and between the Logan County of the Colorado (hereinafter referred to as the **"Customer"**) and Millig, LLC (the **"Service Provider"**). The Customer and the Service Provider are referred to herein as the **"Parties"**.

- Schedule A: Investment Grade Audit Services;
- Schedule B: Customer’s Project Criteria;
- Schedule C: Project Specific Customer Responsibilities;
- Schedule D: Supplementary Conditions of the Contract.

The Service Provider agrees to perform the Services, as hereinafter defined, at the buildings owned by the Customer commonly known as and located at:

- County Courthouse (Clerk): 315 Main St UNIT 3, Sterling, CO 80751
- Annex Building: 121 S 4th St, Sterling, CO 80751
- Heritage Center: 821 N Division Ave, Sterling, CO 80751
- Fairgrounds: 1120 Pawnee Ave, Sterling, CO 80751
- Road and Bridge: 12603 Co Rd 33, Sterling, CO 80751
- Justice Center: 110 Riverview Rd, Sterling, CO 80751
- Central Services: 508 S 10th Ave #1, Sterling, CO 80751 (**"Site"** or **"Sites"**).

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year written below.

By	_____	By	_____
Signature	_____	Signature	_____
Title	_____	Title	_____
Date	_____	Date	_____
	CUSTOMER		SERVICE PROVIDER

RECITALS

WHEREAS, the Customer has issued a Request for Proposals (RFP) to select a qualified energy performance contractor to implement a guaranteed energy savings contract at the Sites referenced above;

WHEREAS, the Service Provider submitted a proposal in response to the RFP;

WHEREAS, the Customer has evaluated the proposals submitted by qualified energy service companies and has selected the Service Provider;

WHEREAS, the Customer is responsible for the operation, management and maintenance of the Facility(s) and has the authority to enter into an energy services contract with Service Provider;

WHEREAS, a comprehensive investment grade energy use and savings analysis (the "Investment Grade Audit") must be performed at the Facility(s) in order to determine the feasibility of entering into a guaranteed energy savings contract to provide for the installation and implementation of energy conservation measures (ECMs) at the Facility(s);

WHEREAS, if the ECMs are demonstrated to be financially feasible according to the Customer's financial and other criteria, and if the amount of energy savings can be reasonably ascertained and guaranteed in an amount sufficient to cover costs associated with the project at the Facility(s) as desired by the Customer, the Parties intend to enter into a Energy Performance Contract ("Implementation Contract") under which the Service Provider shall design, procure, install, implement, maintain and monitor such energy conservation measures at the Facility(s);

Now, therefore, intending to be legally bound hereby, the Parties agree as follows:

ARTICLE 1 – INVESTMENT GRADE AUDIT

1.1 Service Provider will perform an Investment Grade Audit that includes, a report prepared by the Service Provider that sets forth, among other requirements outlined in Schedule A, (a) an assessment of the energy consumption characteristics of the Site, (b) specific energy analysis related to the Site and its operation, and (c) recommendations for projects or programs to achieve cost and/or energy savings in the operation of the Site.

ARTICLE 2 – ENERGY PERFORMANCE CONTRACT

2.1 The Parties intend to enter into a Implementation Contract under which the Service Provider shall design, install and implement energy conservation measures which the Parties have agreed to and provide certain maintenance and monitoring services. However, nothing in this Agreement should be construed as an obligation on any of the Parties to execute such a contract. The terms and provisions of such a contract shall be set forth in a separate agreement.

ARTICLE 3 – CONTRACT TIME

3.1 Term of Agreement. The term of this Agreement shall commence on the "Effective Date (as defined below) and shall end on June 28th, 2022 subject to the other provisions of this Agreement.

3.2 Effective Date. The Effective Date shall be the date this Agreement has been fully executed by the Service Provider and by the Customer and all approvals required by Customer contracting procedures have been obtained. This Agreement shall not be a legally binding contract until after the Effective Date and when the fully-executed Agreement has been sent to the Service Provider.

ARTICLE 4 – COMPENSATION TO THE SERVICE PROVIDER

4.1 It is clearly understood by both parties hereto that, if the Parties successfully negotiate and execute an Implementation Contract, no payment shall be due for the Investment Grade Audit or Report under the terms of this Agreement. This Agreement shall automatically terminate upon the execution of a contract by the Service Provider and the Customer for an energy performance contracting project at the Facility(s).

4.2 If the Customer elects to terminate this agreement for convenience or the Service Provider does put forth a Project that meets the Customer's predefined financial and other criteria as set forth in Schedule B, Section III, and the Customer chooses not to proceed to an Implementation Contract for any reason, the Customer agrees to pay Service Provider a "walk-away" fee, within 30 days of the end of this agreement, in the amount of **forty six thousand one hundred sixty and No/100 Dollars (\$46,160)**. The Service Provider shall be required to perform the specified services at the price(s) quoted above.

4.3 Customer agrees that until an Implementation Contract has been executed with Service Provider, the documents, engineering, data, and recommendations developed are the intellectual property of Service Provider and may not be shared with any third parties (except to the extent as required by law) without the written permission of Service Provider.

ARTICLE 5 – STANDARD TERMS AND CONDITIONS

5.1 Entire Agreement. This Agreement, together with any documents incorporated herein by reference, constitutes the entire understanding between the parties and supersedes all prior oral or written understandings relating to the subject matter hereof. This Agreement may not be altered or modified except by written instrument signed by a duly authorized representative of each party.

5.2 Compliance with Law. Service Provider shall perform its obligations hereunder in compliance with any and all applicable federal, state, and local laws, rules, codes, and regulations in effect at the time of this agreement and in accordance with sound engineering and safety practices, and in compliance with any and all reasonable rules of Customer relative to the Premises.

5.3 Ownership of Work Products. All drawings, specifications and other documents and electronic

data furnished by Service Provider to Customer under this Agreement (“Work Products”) are deemed to be instruments of service and Service Provider shall retain all ownership and property interests therein, including all copyrights and other intellectual property rights. Work Products are furnished for use solely with respect to the negotiation and performance of an Implementation Contract with Service Provider. Work Products may not be shared with any third parties, except to the extent required by law, without the written permission of Service Provider.

5.4 Patent, Copyright, and Trademark Indemnity. The Service Provider agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Service Provider certifies that, in all respects applicable to this Agreement, it has exercised and will continue to exercise due diligence to ensure that all works produced under this Agreement do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties. The Service Provider also agrees to certify that work produced for the Customer under this Agreement shall be free and clear from all claims of any nature.

5.5 Indemnification and Hold Harmless Provision. Service Provider shall hold the Customer harmless from and indemnify Customer and its officers, agents and employees against any and all third party claims, demands, actions, and resulting judgments based upon or arising out of any activities performed by Service Provider and its employees and agents under this Agreement, provided the Customer gives Service Provider prompt notice of any such claim of which it learns. The Customer will cooperate with all reasonable requests of Service Provider made in the defense of such suits. Service Provider will, at its sole expense, employ attorneys and pay the legal costs in the defense of any resulting litigation. Notwithstanding the foregoing, neither party shall enter into any settlement without the other party’s written consent, which shall not be unreasonably withheld.

5.6 Termination.

5.6.1 By Service Provider: Service Provider may terminate this Agreement prior to the completion of the Investment Grade Audit and Report or subsequent to the completion of the Investment Grade Audit and Report if it determines that it cannot meet Customer’s financial or other criteria through the implementation of an Energy Performance Contracting project at the Facility(s); or it determines that even though it can meet the Customer’s desired savings in energy costs, that amount would be insufficient to meet the Customer’s predefined financial criteria and/or cover the costs associated with performing this analysis, installing energy conservation measures and related maintenance and monitoring services.

5.6.2 In the event Service Provider terminates the Agreement pursuant to this Section, the Customer shall not be obligated to pay any amount to Service Provider for services performed or expenses incurred by Service Provider in performing the Investment Grade Audit and Report required under this Agreement.

5.6.3 Termination under this section shall be effective upon Customer's receipt of written notification from the Service Provider stating the reason for the termination and all documents which

support termination pursuant to this Section.

5.6.4 By Customer: Customer may terminate this Agreement at any time for cause or convenience.

5.6.4.1 If the Service Provider's Investment Grade Audit Report does not identify a Project that meets the Customer's predefined financial criteria as set forth in Schedule B, section III, the Customer is not obligated to pay any amount to Service Provider for services performed or expenses incurred by Service Provider in performing the Investment Grade Audit or in preparation of the Report required under this Agreement;

5.6.4.2 If the completed Investment Grade Audit Report does put forth a Project that meets the Customer's predefined financial and other criteria as set forth in Schedule B, section III, and the Customer chooses not to proceed to an Implementation Contract for any reason, the Customer is obligated to pay the Service Provider a "walk-away" fee in an amount stipulated in Article 4 above. This amount shall in no circumstance exceed the audit fee stipulated in Article 4 above.

5.6.5 If, prior to the completion of the Investment Grade Audit, the Customer notifies the Service Provider in writing that it has elected to terminate this Agreement for its convenience or for unavailability of funds and not enter into a Energy Performance Contract, the Customer shall reimburse the Service Provider for actual documented time, material and ancillary expenses incurred, as of the effective date of the termination, but in no event shall the Customer's liability exceed the "walk-away" fee set forth in Article 4.

5.7 Integrity.

5.7.1 The Service Provider shall maintain the highest standards of integrity in the performance of this Agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Customer.

5.7.2 Each Party shall not disclose to others any confidential information gained by virtue of this Agreement. Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Customer.

5.8 Insurance. Service Provider agrees to maintain insurance coverage from reputable and financially responsible carrier(s) authorized to transact business in the state in which the facility is located and the services are being performed with an A.M. Best's rating of at least A- VII, including without limitation:

5.8.1 Workers' compensation and employer's liability at applicable statutory limits and commercial general liability insurance covering public liability and property damage with limits

generally required for its respective industry with not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

5.8.2 Business auto liability coverage with a limit of not less than \$1,000,000 each accident.

5.8.3 Professional Liability Insurance with a limit of not less than \$1,000,000 each claim, \$1,000,000 general aggregate. All subconsultants to the Service Provider's engineer and/or architect providing professional services under this contract shall also maintain Professional Liability Insurance at limits not less than that required herein of Service Provider.

5.9 Notices. Any information or notices required to be given under this Contract shall be in writing and shall be delivered either by (i) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be addressed as follows:

If to Customer:	Chance Wright, Director of Facilities 970.520.9919 cwright@logancountyco.gov 315 Main Street Sterling, CO 80751
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If to Service Provider:	Aaron Tilden, PE, Project Development Engineer 785.760.5510 attilden@milligdb.com 8310 S. Valley Highway Suite 300, Englewood, CO 80112
-------------------------	---

The foregoing addresses may be changed from time to time by notice to the other Party in the manner herein before provided for.

SCHEDULE A: INVESTMENT GRADE AUDIT SERVICES

IGA Exhibit A Scope of Work

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 1. Energy Performance Contract Definitions and Terms

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

- A. **Adjusted-Baseline Energy**
"Adjusted-Baseline Energy" means the energy use of the baseline period, adjusted to a different set of operating conditions.
- B. **American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE)**
"American Society of Heating, Refrigeration, and Air Conditioning Engineers" or "ASHRAE" means the recognized professional organization with standards and guidelines that may be referenced for additional definitions, procedures, and technical information as necessary in this Scope of Work and the IGA Project Proposal Report.
- C. **Baseline Energy**
"Baseline Energy" means the energy use (units) occurring during the Baseline Period without adjustments.

IGA Exhibit A Scope of Work

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. Commissioning

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

G. Cost-Weighted Average Service Life

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

H. Energy

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

I. Energy Conservation Measure (ECM)

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

J. Energy Cost-Savings Contract

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

K. Energy Cost-Savings Measure

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

L. Energy Performance Contract

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

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

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

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

M. Energy Service Company

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

N. Facility Improvement Measure

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

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

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

P. Finance Agreement Term

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

Q. Guarantee Period

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

R. International Performance Measurement and Verification Protocol

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

S. kW

"kW" is Kilowatt (abbreviation)

T. kWh

"kWh" is Kilowatt-hour (abbreviation)

U. Measurement and Verification

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

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use. Instead, savings are determined by comparing measured use before and after implementation of a project, making appropriate adjustments for changes in conditions. M&V follows the standards and definitions in the current International Performance Measurement and Verification Protocol ("IPMVP"), as may be amended by the Efficiency Valuation Organization on the Effective Date of this contract.

V. M&V Commencement Date

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

W. M&V Fee

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

X. M&V Plan

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

Y. M&V Services

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

Z. M&V Term

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

AA. MMBtu

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

BB. O&M

"O&M" means Operations and Maintenance (abbreviation).

CC. Operations and Maintenance Cost Savings

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

DD. Rebate

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

EE. Repair or Replace

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

FF. Savings Calculations

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

GG. Simple Payback

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

HH. Third-Party Lessor

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

II. Utility or Utilities

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

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

NN. Vehicle Fleet Operational and Fuel Cost-Savings Contract

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

OO. Vehicle Fleet Operational and Fuel Cost-Savings Measure

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

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

SECTION 2. Pre-Audit Conference

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

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

- A. Introductions/Roles**
 - i. Roles of key representatives
 - ii. Preferred means of communication and protocols
 - iii. Contact Information
- B. Objectives and Goals**
 - i. Political Subdivision's interests, goals, objectives and priorities (Owner/Political Subdivision project requirements)
 - ii. Level of management, facility, and staff support
 - iii. Discussion by ESCO of their approach to the project
- C. Technical Expectations**
 - i. General discussion on EPC scope, buildings and potential Utility Cost-Savings Measures or FIMS to be considered
 - ii. Discussion of any Federal, State, Local, or Political Subdivision environmental, occupancy, construction specifications, performance or other reporting or certification requirements
 - iii. Long-term plans at the facilities including additional capacity, demolition, new construction
 - iv. Operations and maintenance, training and educational needs and expectations
 - v. Commissioning (Cx) and Retro-Commissioning (RCx) priorities for EPC scope and the existing facilities
 - vi. Deferred maintenance project priorities of the facilities
 - vii. Code Compliance: State and local jurisdiction building code requirements, as applicable
 - viii. Hazardous materials and other considerations/issues
 - ix. Other studies, reports information available
- D. Project Financial Parameters**
 - i. Simple payback, contract term, utility escalation rates, inflation rate, capital and other financial contributions, and other investment parameters
 - ii. Potential cost of Political Subdivision's Maintenance Responsibilities (as indicated in an EPC Schedule) or any other long-term Operation and Maintenance (O&M) services as applicable, and the Political Subdivision's desire or ability to support these costs
 - iii. M&V savings verification options and extent

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

SECTION 3. Data Collection and Building/Equipment Schedules

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

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

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

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

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

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

F. Systems Survey:

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

SECTION 4. Establish Baseline Period Consumption

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

A. Utility provider accounts:

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

- i. Energy and Water Units: Units of energy in kWh, kW, ccf, "Therms", thousand gallons, or other units used in bills. List appropriate, supplier-verified conversion factors and convert natural gas, methane, fuel oil, biomass, and propane to MMBtu; show electricity in both kW and kWh and the MMBtu equivalent. Units of water (kgal).
 - ii. Energy and Water Units per building square foot per year
 - iii. Energy Cost (in dollars) per building square foot per year
- B.** Describe the process used to determine the baseline period and baseline energy
- C.** Describe the process to reconcile the proposed utility baseline information with the actual consumption

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

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

A. Preliminary Utility Cost-Savings Measures and FIMs List

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

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

B. Review the Project Financial Parameters

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

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

C. Preliminary Measurement and Verification Plan Discussion

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

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

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

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

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

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

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

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

A. Weekly Use and Operational Schedule:

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

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

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

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

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

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

D. Cost Estimate Analysis:

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

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

E. Cost Savings Analysis:

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

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

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- ii. Utilize assumptions, projections and the baseline period energy consumption and/or the mutually agreed-upon adjusted baseline energy, whichever best represents the value of future energy or operational savings
- iii. Include accurate energy unit costs at the time the analysis is performed, documentation of material and labor cost savings, adjustments to the baseline to reflect current conditions at the facility, and calculations which account for the interactive effects of the recommended measures
- iv. Use best judgment regarding the employment of instrumentation and recording durations so as to achieve an accurate and faithful characterization of energy use
- v. Develop a preliminary measurement and verification plan for each measure

F. Finalize Project Financial Parameters

- i. Discuss the willingness and capability of Political Subdivision to make capital contributions to the project to improve the Project's Financial Performance. Capital contribution could be from a one-time addition of funds, monetized value of capital cost avoidance from equipment replacement, or any other Political Subdivision acceptable contribution.
- ii. Discuss an acceptable financial term and interest rate or a range on term and interest rate.
- iii. Discuss an acceptable escalation rate for each utility for each year. The escalation rates may be different each year.
- iv. Discuss an acceptance of any operation or maintenance savings. Discuss how these would be determined, escalated, and the maximum number of years allowed.
- v. List any known utility rebates, grants, or other financial incentives that effect cost of insulation or final maximum project cost.

SECTION 7. Draft Investment Grade Audit Report

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

A. Executive Summary:

- i. Project Background and Introduction
- ii. Political Subdivision's Project Requirements (accepted changes to original)
- iii. Summary of Recommended Facility Improvement Measures
- iv. Summary of Total Savings (energy, (units and cost by utility) water, maintenance or other Political Subdivision approved items)
- v. Summary of Project Financials including initial total project cost, potential interest rates (from recent projects or current industry rates), capital contributions (projected or identified), and financing term (per Political Subdivision's requirements). Total project cost is the maximum, not-to-exceed amount Political Subdivision shall pay for the project and ESCO's services.
- vi. Conclusions and Recommendations

B. Facility and Building Data:

For each facility identified in Exhibit B, the ESCO shall provide a brief building description, including the use, square footage, hours of operation and lighting, mechanical and water systems and building envelope/construction;

C. Baseline Period Utility Consumption:

Compile and provide a concise and well organized analysis and written report of the data gathered and necessary to provide baseline utility consumption pursuant to the baseline period consumption **Section 4** of this **Exhibit A** which may include, but not limited to:

- i. Description and itemization of current billing rates, including schedules and riders
- ii. Summary of all utility bills for all energy types
- iii. Identification and definition of baseline energy and period and description of how established
- iv. Reconciliation of estimated end use consumption (i.e. lighting, cooling, heating, fans, plug loads, etc.) with base year (include discussion of any unusual findings)

D. Utility Cost-Savings Measures and FIMs:

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

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

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

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

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

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

G. Excluded Measures:

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

H. Political Subdivision Review, Comments, and Prioritization:

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

I. Draft Investment Grade Audit Report:

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

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

SECTION 8. Post Draft Investment Grade Audit Report Conference

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

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

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

IGA Exhibit A Scope of Work

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

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

The ESCO shall propose a milestone schedule with activity durations of all Energy Performance Contract phases, including, but not limited to, ESCO services, commissioning, M&V activities, etc. to include written acceptance by the Political Subdivision, as follows:

 - a. The ESCOs shall submit an implementation plan for all Utility Savings and Cost Savings measures with a narrative describing design-build and bidding strategies and recommended delivery options;
 - b. Training, operation and maintenance activities, interim and milestone responsibilities for maintenance, etc.

END OF EXHIBIT A – SCOPE OF WORK

SCHEDULE B: CUSTOMER'S PROJECT CRITERIA

Section I. Customer's Objectives for the Project

The general scope and intent is to design and construct a project that meets the following objectives:

1. Eliminate failing HVAC & controls at the Courthouse, Annex, and Justice Center
2. Modernize the Courthouse while retaining the historic nature of the facility
3. Reduce Annual Energy Expenses at the Courthouse, Annex, Justice Center, Heritage Center, Central Services, Road & Bridge, and Fairgrounds
4. Improve Indoor-Air-Quality & Safety at Courthouse, Annex, Heritage Center, & Justice Center.

Section II. Customer's Design Requirements for the Project

Millig will develop the work as two projects which could be implemented simultaneously or in phases.

Phase 1

Justice Center

1. Replace the Packaged Rooftop Units (other than those just replaced)
2. Install new DDC control system, commission, and TAB the building controls

Heritage Center

1. Design and install new HVAC system

Heritage Center, Justice Center, Fairgrounds, Road & Bridge, and Central Services

1. Replace antiquated lighting systems with modern LED fixtures/retrofits

Fairgrounds

1. Install new color change LEDs for stadium events (Evaluate poles and replace as necessary)

Phase 2

Courthouse

1. Design and install new WS-VRF system
 - a. Add a central ventilation system for improved Indoor Air Quality (IAQ)
2. Replace the main sewer line
3. Replace the courthouse windows

Annex

1. Design and install new WS-VRF system \$450k (Sales and Use)
 - a. Explore connecting the Annex HVAC system to the Courthouse Central Plant
 - b. Add a central ventilation system for improved Indoor Air Quality (IAQ)

Courthouse and Annex

1. Replace antiquated lighting systems with LED fixtures/retrofits

Section III. Customer's Budget and Economic Criteria for the Project

Based on the information provided in preliminary analysis of the Facility(s) and discussions between the Customer and Service Provider, the Customer's project criteria are as follows:

- Deliver a project that addresses the county's goals and meets Colorado ESPC regulations
 - Energy, maintenance, and deferred maintenance/capital cost savings must exceed the installed cost of all energy saving measures utilized after the cost of such energy saving measures is amortized over the weighted average useful life of each individual component of the energy saving measures undertaken

For example:

Courthouse HVAC: \$1,000,000, 25 year useful life

Courthouse Plumbing: \$125,000, 50 year useful life

Courthouse Windows: \$400,000, 40 year useful life

Cost Weighted Average over Useful Life =

$$[(1,000,000/25)+(125,000/50)+(400,000/40)]/(1,000,000+125,000+400,000) = 29 \text{ years}$$

Required Savings = $(1,000,000+125,000+400,000)/29 = \$52,500/\text{year}$

- Includes three years of M&V (measurement and verification)
- The desired budget is listed below:
 - Justice Center
 - RTU replacement and controls upgrade: \$1M
 - Heritage Center
 - HVAC system replacement: \$500k
 - Heritage Center, Justice Center, Fairgrounds, Road & Bridge, and Central Services
 - LED lighting upgrade: \$825k
 - Fairgrounds
 - Stadium LED lighting: \$320k
 - Courthouse
 - HVAC system replacement: \$1M
 - Ventilation system installation: \$300k
 - Main sewer line replacement: \$125k
 - Window replacement: \$400k
 - Annex
 - HVAC system replacement: \$450k
 - Ventilation system installation: \$100k
 - Courthouse and Annex
 - LED lighting upgrade: \$75k
- Assist with developing a Energy and Mineral Impact Assistance Grant application through DOLA (Department of Local Affairs)

Section IV. Customer's Milestone Dates

1. Investment Grade Audit Project 1
 - a. Conceptual Design Submittal - January 11th, 2022
 - b. Design Development Submittal – February 1st, 2022
2. Investment Grade Audit Project 2
 - a. Conceptual Design Submittal – February 22nd, 2022
 - b. Design Development Submittal - June 14th, 2022
3. Implementation Contract
 - a. Potential Execution of the EPC for Phase 1 - February 15th, 2022
 - b. Execution of the EPC for Phase 2 – June 21st, 2022

Section V. Identification of Key Personnel

Project Developer:	Aaron Tilden, PE 785.760.5510, attilden@milligdb.com
Project Advisor:	Doug Riat 785.766.5630, driat@milligdb.com
Principal-in-Charge:	Scott McVey, PE 785.219.6824, smcvey@milligdb.com
Lead Design Engineer:	Justin Burwinkle, PE 914.375.4393, jburwinkle@milligdb.com
Lead Mechanical Engineer:	Dan Nguyen, PE 720.212.3416, dnguyen@milligdb.com
Construction Manager:	Justin Pape 913.908.7181, jpape@milligdb.com
Project Estimator:	Deryl Sarver 620.228.0034, dsarver@milligdb.com
Performance Engineer:	Kevin Player 785.331.8171, kplayer@milligdb.com

Section VI. Construction Schedule and Construction Operations Plan

Construction Schedule and Construction Operations Plan will be provided within 30 days of the execution of the Energy Performance Contract

SCHEDULE C: PROJECT SPECIFIC CUSTOMER RESPONSIBILITIES

1. General Responsibilities. The Customer agrees to provide to the Service Provider reasonable access to the Site and information necessary for the Service Provider to perform its responsibilities. Access will include, but is not limited to, the following items:
 - a. All mechanical equipment rooms in the Site
 - b. All temperature control and energy management systems that control part or all of any of the Site
 - c. Personnel with responsibility for operating and/or managing the Site
 - d. 36 months of utility invoices to the Service Provider
 - e. Construction documents, equipment inventories, and other documents that may be helpful in analyzing existing building conditions
 - f. Any data from meters or sub-meters