



**District
Mission:**

LCSD Challenges students to reach their fullest potential through personal, engaged and rigorous learning in the classroom and beyond.

**Board
Priorities:**

Ensure all students stay on or above grade level each year and graduate prepared to successfully implement a plan for college or career.

Every day, we are college or career ready.

Provide all students with engaging learning opportunities.

Rigor and engagement are everywhere.

Create a space that is safe, inclusive and welcoming for all.

Diversity and culture make us better.

Plan and execute the capital and human capital investments that will make our district better.

We plan for the future.

**Lake County School District Board of Education
March 31, 2025 5:30 pm Special Meeting
Location: District Office-Room 11 & via Zoom**

1. 5:30 Call to order
2. 5:31 Pledge of Allegiance
3. 5:32 Roll Call
4. 5:33 Preview Agenda
5. 5:34 Public Participation

Members of the public who wish to address the board on non-agenda items are welcome to do so at this time. Please sign up with board secretary. We ask you to please observe the following guidelines:

- Confine your comments to matters that are germane to the business of the School District.
- Recognize that students often attend or view our meetings. Speaker's remarks, therefore, should be suitable for an audience that includes kindergarten through twelfth grade students.
- Understand that the board cannot discuss specific personnel matters or specific students in a public forum.

6. 5:40 Spot Light-District Accountability Committee
7. 5:50 Discussion items
 - a. 5:50 C4/GOL! Presentation
 - b. 6:05 Energy Project Update
 - c. 6:25 LCSD Budget Reports
8. 6:35 Policy Review-Board Policies GP-3, GP-4, GP-5, GP-6 and GP-7
9. 7:05 Agenda Planning
10. 7:10 Executive Session: The board will convene in executive session pursuant to Section 24-6-402(4)(e)(III) for the purpose of developing the strategy of the school district for negotiations relating to collective bargaining contracts with the LCEA (Lake County Education Association) and AFSCME (American Federation of State, County and Municipal Employees)
11. Resume Special Meeting
12. Adjourn
13. Upcoming meeting or event:
 - a. April 1, 2025 Member of the board may attend walk throughs at LCHS and CCHS @ 9:00 am
 - b. April 4, 2025 LCSD & AFSCME Negotiations @ 9:00 am @ District Office/Zoom
 - c. April 14, 2025 Regular Meeting @ 5:30 pm @ District Office/Zoom
 - d. April 18, 2025 LCSD & LCEA Negotiations @ 8:30 am @ District Office/Zoom
 - e. April 28, 2025 Work Session @ 5:30 pm @ District Office/Zoom
 - f. May 12, 2025 Regular Meeting @ 5:30 pm @ District Office/Zoom
 - g. May 16, 2025 LCSD & LCEA Negotiations @ 8:30 am @ District Office/Zoom
 - h. May 23, 2025 LCSD & AFSCME Negotiations @ 9:00 am @ District Office/Zoom

Estimated duration of meeting is 2.5 to 3 hours **Updated 3/28/2025

A few welcoming notes:

The board's meeting time is dedicated to its strategic mission and top priorities. • The "consent agenda" has items which have either been discussed prior or are highly routine. By not discussing these issues, we are able to spend time on our most important priorities. • "Public participation" is an opportunity to present brief comments or pose questions to the board for consideration or follow-up. Time limits are 3 minutes for individual speakers if fewer than 20 individuals have signed up to speak; 2 minutes' limit and 5 minutes for groups of 20 signed up; and 1 minute for individual and 3 minutes for groups if more than 30 have signed up to speak. Please see Board Policy GP-14 (Governance Process) for the full policy. The boundaries are designed to help keep the strategic meeting focused and in no way limits conversations beyond the board meeting. • Your insights are needed and welcomed and the board encourages you to request a meeting with any board member, should you have something to discuss. • If you are interested in helping the district's achievement effort, please talk with any member of the leadership team or call the district office at 719-486-6800. Opportunities abound. Your participation is highly desired.



Misión del Distrito:

LCSD desafía a los estudiantes a alcanzar su máximo potencial a través del aprendizaje personal, comprometido y riguroso en el aula y más allá.

Prioridades de la junta:

Asegúrese de que todos los estudiantes se mantengan en o por encima del nivel de grado cada año y se gradúen preparados para implementar con éxito un plan para la universidad o una carrera.

Todos los días estamos preparados para la universidad o una carrera.

Brindar a todos los estudiantes oportunidades de aprendizaje interesantes.

El rigor y el compromiso están en todas partes.

Crea un espacio seguro, inclusivo y acogedor para todos.

La diversidad y la cultura nos hacen mejores.

Planificar y ejecutar las inversiones de capital y capital humano que mejorarán nuestro distrito.

Planeamos para el futuro.

Junta de Educación del Distrito Escolar del Condado de Lake
31 de marzo de 2025 5:30 pm Reunión especial
Ubicación: Oficina del distrito y via Zoom

1. 5:30 Llamada al orden
2. 5:31 Juramento a la bandera
3. 5:32 Pasar lista
4. 5:33 Vista previa de la agenda
5. 5:34 Participación pública

Los miembros del público que deseen dirigirse a la junta sobre temas que no estén en la agenda pueden hacerlo en este momento. Regístrese con el secretario de la junta. Le pedimos que observe las siguientes pautas:

- Limite sus comentarios a asuntos relacionados con los negocios del Distrito Escolar.
- Reconozca que los estudiantes a menudo asisten o ven nuestras reuniones. Por lo tanto, los comentarios del orador deben ser adecuados para una audiencia que incluya a estudiantes de jardín de infantes a duodécimo grado.
- Entender que la junta no puede discutir asuntos específicos de personal o estudiantes específicos en un foro público.

6. 5:40 Comité de Responsabilidad del Distrito de Spot Light
7. 5:50 Tema de discusión
 - a. 5:50 Presentación de C4/GOL!
 - b. 6:05 Actualización del Proyecto de Energía
 - c. 6:25 Informes Presupuestarios del LCSD
8. 6:35 Revisión de políticas: GP-3, GP-4, GP-5, GP-6 y GP-7
9. 7:05 Planificación de la agenda
10. 7:10 Executive Session: The board will convene in executive session pursuant to Section 24-6-402(4)(e)(III) for the purpose of developing the strategy of the school district for negotiations relating to collective bargaining contracts with the LCEA (Lake County Education Association) and AFSCME (American Federation of State, County and Municipal Employees)
11. Reanudar la reunión especial
12. Aplazar
13. Próxima reunión o evento:
 - a. 1 de abril de 2025 Los miembros de la junta podrán asistir a los recorridos en LCHS y CCHS a las 9:00 a. m.
 - b. 4 de abril de 2025 Negociaciones de la LCSD y la AFSCME a las 9:00 a. m. en la Oficina del Distrito/Zoom
 - c. Reunión ordinaria del 14 de abril de 2025 a las 5:30 p. m. en la oficina del distrito/Zoom
 - d. 18 de abril de 2025 Negociaciones de la LCSD y la LCEA a las 8:30 a. m. en la Oficina del Distrito/Zoom
 - e. 28 de abril de 2025 Sesión de trabajo a las 5:30 p. m. en la Oficina del Distrito/Zoom

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- f. Reunión ordinaria del 12 de marzo de 2025 a las 5:30 p. m. en la oficina del distrito/Zoom
- g. 16 de marzo de 2025 Negociaciones de la LCSD y la LCEA a las 8:30 a. m. en la Oficina del Distrito/Zoom
- h. 23 de marzo de 2025 Negociaciones de la LCSD y la AFSCME a las 9:00 a. m. en la Oficina del Distrito/Zoom

La duración estimada de la reunión es de 2,5 a 3 horas ** Actualizado 3/28/2025

Algunas notas de bienvenida:

El tiempo de reunión de la junta se dedica a su misión estratégica y sus principales prioridades. • La "agenda de consentimiento" tiene elementos que han sido discutidos previamente o son muy rutinarios. Al no discutir estos temas, podemos dedicar tiempo a nuestras prioridades más importantes. • La "participación pública" es una oportunidad para presentar breves comentarios o plantear preguntas a la junta para su consideración o seguimiento. Los límites de tiempo son 3 minutos para oradores individuales si menos de 20 personas se han inscrito para hablar; Límite de 2 minutos y 5 minutos para grupos de 20 inscritos; y 1 minuto para individuales y 3 minutos para grupos si más de 30 se han inscrito para hablar. Consulte la Política de la Junta GP-14 (Proceso de gobernanza) para conocer la política completa). Los límites están diseñados para ayudar a mantener la reunión estratégica enfocada y de ninguna manera limita las conversaciones más allá de la reunión de la junta. • Sus ideas son necesarias y bienvenidas y la junta le anima a solicitar una reunión con cualquier miembro de la junta, en caso de que tenga algo que discutir. • Si está interesado en ayudar en el esfuerzo de rendimiento del distrito, hable con cualquier miembro del equipo de liderazgo o llame a la oficina del distrito al 719-486-6800. Abundan las oportunidades. Su participación es muy deseada d.

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BOE MEETING: March 31st-DAC SPOTLIGHT

We are the District Accountability Committee (DAC)! What is a DAC? As you know, a DAC is made up of representatives from district schools, community members at-large, and principal representatives. Membership typically includes parents, teachers, school administrators, and community members.

Our Mission: The Lake County District Accountability Committee (DAC) facilitates stakeholder engagement to improve student and staff outcomes. The DAC creates engagement opportunities on high priority issues with the community, advises the Board of Education, and supports improvement planning for student achievement, budget, and other community concerns.

DAC GOALS FOR 2024-25:

- Goal #1: Support teachers, administrators and staff by recognizing their strong efforts and hard work
- Goal #2: Involve students and families by providing opportunities to engage with the district and Board.
- Goal #3: Enhance school safety by helping to identify specific risks and strategies to address them

Some of our accomplishments:

- The DAC is back as of last year for the 2023-2024 School Year
- Loss of learning has taken place in the last 1.5 years
- We have hosted two very successful Potlucks for the Fall and Spring Parent/Teacher Conferences!
- Established goals for the year

Issues/problems we are trying to address:

- Working to support the SRO and the committee behind it (ties to goal #3)
- Working to bring Convivio to the community/LSCD (goal #2)
- We are continuing to build a partnerships between the different stakeholder groups (goals 1, 2, and 3)



Outdoor Learning in LCSD

SUPPORTING STUDENTS

- Paid internships provide mentorship, first job skills and exposure to the green job sector
- Outdoor learning creates opportunities for students with different learning styles to thrive and connect with their classmates and teachers
- Nature-based learning is shown to improve student focus and enhance critical thinking and problem solving skills



SUPPORTING TEACHERS

- Full time Program Managers at C4 & GOL! lead program planning and fundraising, easing the burden for teachers
- Programs are custom-designed to best support classroom learning goals and student needs
- Hands-on experiences reinforce concepts taught in the classroom
- Additional highly-qualified educators bolster engagement opportunities, allowing for small group learning
- Outdoor learning fostering positive relationships between teachers and their students



FINANCIAL INVESTMENT

- Additional grant writing support has funded unique experiences such as trips to Denver Zoo, Colorado Outward Bound overnights and programs such as the mobile Planetarium
- Programs are at no cost to students and teachers, ensuring equitable access to field trips and programs
- C4 & GOL! each dedicate a fully-funded position to outdoor learning



NATURE CAN IMPROVE ACADEMIC OUTCOMES

Spending time in nature enhances educational outcomes by improving children's academic performance, focus, behavior and love of learning.

BETTER ACADEMIC PERFORMANCE

Learning in natural environments can:



BOOST PERFORMANCE
in reading, writing, math, science and social studies

1, 2, 3, 4, 5



ENHANCE
creativity, critical thinking and problem solving 9

Seeing nature from school buildings can foster academic success 6, 7, 8

ENHANCED ATTENTION

Spending time in nature can help children focus their attention:



FOCUS AND ATTENTION
10, 11, 12, 13



ADHD SYMPTOMS
14, 15

The greener the setting, the better the focus 14, 15

INCREASED ENGAGEMENT & ENTHUSIASM

Exploration and discovery through outdoor experiences can promote motivation to learn:



INCREASED ENTHUSIASM FOR LEARNING



GREATER ENGAGEMENT WITH LEARNING

IMPROVED BEHAVIOR

Nature-based learning is associated with reduced aggression and fewer discipline problems: 18, 19



MORE IMPULSE CONTROL 10



LESS DISRUPTIVE BEHAVIOR

Children & Nature Network

NLC NATIONAL LEAGUE OF CITIES
CITY STRONG TOGETHER

THE **JB** FOUNDATION

ADDITIONAL RESEARCH ON THE BENEFITS OF NATURE AVAILABLE AT research.childrenandnature.org

SUPPORTING RESEARCH

Lieberman & Hoody (1998). Closing the achievement gap: Using the environment as an integrating context for learning. Results of a Nationwide Study. San Diego: SEER. 2. Chawla (2015). Benefits of nature contact for children. *J Plan Lit*, 30(4), 433-452. 3. Berzowitz et al. (2013). School gardens enhance academic performance and dietary outcomes in children. *J School Health*, 85(8), 508-518. 4. Williams & Dixon (2012). Impact of garden-based learning on academic outcomes in schools: Synthesis of research between 1990 and 2010. *Rev Educ Res*, 83(2), 211-235. 5. Wells et al. (2015). The effects of school gardens on children's science knowledge: A randomized controlled trial of low-income elementary schools. *Int J Sci Edu*, 37(17), 2858-2878. 6. Li & Sullivan (2016). Impact of views to school landscapes on recovery from stress and mental fatigue. *Landscape Urban Plan*, 148, 149-158. 7. Wu et al. (2014). Linking student performance in Massachusetts elementary schools with the "greenness" of school surroundings using remote sensing. *PloS ONE* 9(10): e108548. 8. Matsuoka, R. H. 2010. Student performance and high school landscapes. *Landscape and Urban Planning* 97 (4), 273-282. 9. Moore & Wong (1997). Natural Learning: Rediscovering Nature's Way of Teaching. Berkeley, CA: MIG Communications. 10. Faber Taylor et al. (2002). Views of nature and self-discipline: Evidence from inner-city children. *J Environ Psych*, 22, 49-63. 11. Mattenison et al. (2009). Outdoor environmental assessment of attention promoting settings for preschool children. *Health Place*, 15(4), 1149-1157. 12. Wells (2000). At home with nature effects of "greenness" on children's cognitive functioning. *Environ Behav*, 32(6), 775-795. 13. Berto et al. (2015). How does psychological restoration work in children? An exploratory study. *J Child Adolesc Behav*, 3(3), 14. Faber Taylor et al. (2001). Coping with ADHD: The surprising connection to green play settings. *Environ Behav*, 33(1), 54-77. 15. Amoly et al. (2014). Green and blue spaces and behavioral development in Barcelona schoolchildren: The BREATHE Project. *Environ Health Perspect*, 122, 1351-1358. 16. Blair (2009). The child in the garden: An evaluative review of the benefits of school gardening. *J Environ Educ*, 40(2), 15-38. 17. Rios & Brewer (2014). Outdoor education and science achievement. *Appl Environ Educ Commun*, 13(4), 234-240. 18. Bell & Dymont (2008). Grounds for health: The intersection of green school grounds and health-promoting schools. *Environ Educ Res*, 14(1), 77-90. 19. Nedovic & Morrissey (2013). Calm, active and focused: Children's responses to an organic outdoor learning environment. *Learn Environ Res*, 16(2), 281-295. 20. Ruiz Gallardo & Valdes (2013). Garden-based learning: An experience with "at risk" secondary education students. *J Environ Educ*, 44(4), 252-270.

C&NN recognizes that not all studies support causal statements.

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Cloud City Conservation Center (C4)

ORGANIZATION SUMMARY

C4's mission is to foster pathways to a healthier planet and community through initiatives that inspire the conservation of our natural environment. Our programs focus on local food, energy, waste diversion, and education.

OUR PARTNERSHIP

Through the C4-LCSD partnership, all PreK-6th and 9th-12th grade students engage in nature-based learning (NBL). NBL ties in directly with LCSD's goal to provide engaging learning in the classroom and beyond. LCSD and C4 have had a close partnership since 2015, when we teamed up to tackle waste diversion through school composting and recycling. In 2017, construction on Cloud City Farm began on LCSD property, and today the farm remains a valuable outdoor learning space for local students.

C4 is invested in working with LCSD to continue to provide meaningful NBL programs that support students' academic success and overall well-being. C4 provides support to LCSD by designing and facilitating these programs, as well as covering the financial cost of these opportunities.

C4 UPDATES

Formalization of Education Program

C4's Education program was launched in January 2024 thanks to funding from GOL! and GOCO.

Expanded Partnerships

- Doug Smith (STEM @ LCIS) - C4 worked with Doug to design new project-based learning experiences for 4th-6th grade students, using Cloud City Farm as an outdoor classroom.
- The Center @ LCES - C4 supported the PreK plant unit with a school visit and participated in Family Wellness Night.

Growing Stewards Internship

C4 formalized a paid summer internship opportunity for LCSD students ages 15-18. This 7-week program gives students experience in farming, natural science, business, and teaching.

2024 PROGRAM IMPACT

- 45 school-based programs
- 3545 student hours of nature-based learning
- 136 staff hours in support of Project Dream programming





Get Outdoors Leadville! (GOL!)

ORGANIZATION SUMMARY

GOL!'s mission is to deepen our community's connection to the natural world by expanding equitable access to culturally informed and enriching outdoor experiences. Committed to breaking down the financial, cultural and physical barriers to accessing the many benefits of nature, GOL! runs a community gear library with over 2,000 items of outdoor clothing and equipment available for borrowing. Our gear library provides winter clothing, bikes, nordic skis, archery equipment, fishing gear and more to LCSD classes, program partners and community members, along with customized program facilitation.

OUR PARTNERSHIP

Get Outdoors Leadville! first developed the district's nature-based learning program in 2017, facilitating thousands of hours of outdoor learning for Lake County students and teachers to date. After seven years under the direction of GOL!, environmental education programming found its permanent home with C4. GOL!'s partnership now focuses on its Pathways Program, providing leadership development and mentored employment. GOL! facilitates outdoor team building programs for grades K-12 each year, fostering positive school culture and strengthening student engagement through hands-on learning experiences. Additionally, GOL! hires and mentors a cohort of twelve high school students each summer as Assistant Leaders.

GOL! UPDATES

Outdoor Equity Summit

Three LCHS students presented the first youth-led session at GOL!'s Outdoor Equity Summit in support of their Seal of Climate Literacy coursework.

LCIS Archery Unit

GOL!'s gear library lent out archery equipment to LCIS students for a 6-week PE unit.

Adaptive Outdoor Gear

in 2024, GOL! purchased an all-terrain wheelchair to make outdoor learning more accessible to students with limited mobility. The chair is part of Get Outdoors Leadville!'s gear library and is on long-term loan to LCIS.

2024 PROGRAM IMPACT

- 55 Pathways program days
- 1,538 paid internship hours



Lake County School District
328 West 5th Street
Leadville, Colorado 80461
www.lakecountyschools.net

AGENDA COVER MEMO

TO: Board of Education
PRESENTER(S): Kate Bartlett
MEMO PREPARED BY: Kate Bartlett
INVITED GUESTS: Millig
TIME ALLOTTED ON AGENDA: 20 min
DATE OF MEETING: 3/31/2025
ATTACHMENTS: Millig Draft IGA Documents

RE: *Energy Project Update*, Presentation & Discussion

TOPIC SUMMARY

Background: In 2024, the Board of Education directed Staff at the time to pursue a contract with an Energy Performance Contractor (EPC) to improve energy efficiency in the district. Through an RFP process, the Board selected Millig as their desired partner for the project. In the fall of 2024, current Staff (who were new to the district) learned that the projects that would result from the energy audit the Board had pursued might require an upfront capital investment from the district. Given the district's precarious financial position at the time, the Board elected to pause the project.

Topic for Presentation: Given the district's improving financial condition, Staff reengaged Millig in a conversation this winter about whether they could propose a contract that would be cash-flow neutral and not require an investment of financial resources from the district up front. The attached draft IGA is presented for Board review.

In the proposal, see Exhibit 1. Section S for the financial parameters Millig is proposing. Millig will join the meeting to answer questions.

STATE OF COLORADO
COLORADO ENERGY OFFICE – ENERGY PERFORMANCE CONTRACTING PROGRAM



INVESTMENT GRADE AUDIT REPORT AND ENERGY PERFORMANCE CONTRACTING PROJECT
PROPOSAL CONTRACT

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

~~MODEL CONTRACT~~

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

POLITICAL SUBDIVISION:	<u>Lake County School District R-1</u>
ENERGY SERVICE COMPANY (STATE REGISTERED NAME):	<u>Millig, LLC</u>
	<u></u>
PROJECT NAME:	<u>Lake County HS Energy Savings and District-wide LED</u>

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PARTIES

This Investment Grade Audit Report and Energy Performance Contracting Project Proposal Contract (this "Contract" or this "IGA," as defined below in Article I) is entered into by and between **Millig, LLC**, having its offices at **6855 S. Havana Street, Suite 630, Centennial, CO 80112** (the "Contractor" or the "ESCO," as defined below in the Definitions), and the **Lake County School District R-1** (the "Political Subdivision"), being a Political Subdivision as defined below in Article 1.

RECITALS

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

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

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

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

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

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

EFFECTIVE DATE AND NOTICE OF NON-LIABILITY

This Contract shall not be valid or enforceable until it is authorized and approved by the Governing Body (defined below in Article 1) of the Political Subdivision, by applicable resolution, ordinance or other authorizing action of the Governing Body, and executed by a duly authorized representative of the Political Subdivision, as set forth in such resolution, ordinance or other authorizing action (defined below as the "Principal Representative"), on the date set forth in **Article 18** hereof in the signature block of the Political Subdivision (the "Effective Date"). The Political Subdivision shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay the Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

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

ARTICLE 1 DEFINITIONS

A. **Business Day**

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

B. **Contract**

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

C. **Contract Funds**

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

D. **Contractor's Intellectual Property**

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

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

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

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

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

G. **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.

H. **Exhibits and other Attachments**

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

I. **Facility**

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

J. **Fiscal Year**

"Fiscal Year" means a 12-month period beginning on **July 1** of each calendar year and ending on **June 30**.

K. **Goods:**

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

L. **Governing Body**

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

M. **Incident**

"Incident" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to **§§24-37.5-401 et. seq. C.R.S.** Incidents

include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

N. Investment Grade Audit Contract

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

O. Investment Grade Audit Report

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

P. Party or Parties

"Party" means the Political Subdivision or the Contractor and "Parties" means both the Political Subdivision and the Contractor.

Q. Political Subdivision

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

R. Political Subdivision Confidential Information

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

S. Political Subdivision's Fiscal Requirement

"Political Subdivision's Fiscal Requirement" means that at least one Project option put forward by Contractor in the EPC Project Proposal is cash-flow neutral beginning in the first year after the Project is to be implemented and continuing to be cash-flow neutral throughout the duration of the initial financing term. This Project option may include any single energy savings measure or combination of energy savings measures and shall exclude the amount of the Minimum IGA Payment Amount described in Article 4.B. from the cost of the Project. Cash-flow neutral shall mean that the sum of the annual maintenance and utility savings calculated by the Contractor according to commonly accepted standards, methods, and protocols for determining such savings (e.g. the International Performance Measurement and Verification Protocols) is greater than or equal to the annual debt servicing required to fund the project with 100% financing. This calculation shall assume no escalation for the first year after implementation of the Project and shall use an industry-accepted escalation rate (e.g. the Energy Information Administration's escalation rates) for the avoided costs of maintenance and utilities for all future years of the Project's initial financing term. Contractor may, at its sole discretion, work with a financing company or broker to assist the Political Subdivision in structuring a loan for the Project option(s) presented to satisfy this Fiscal Requirement. Such a Project option prepared by Contractor and a financing company or broker may include annual debt servicing structured in an unequal manner to help achieve the cash-flow neutral requirement in all years of the Project's initial financing term.

T. Political Subdivision Records

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

U. Premises

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

V. Principal Representative

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

W. Services

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

X. Subcontractor

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

Y. Tax Information

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

Z. Work

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

AA. Work Product

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

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

ARTICLE 2 TERM and EARLY TERMINATION

A. Initial Term-Work Commencement

The Parties' respective performances under this Contract shall commence on the later of either the Effective Date or **March 31, 2025**. This Contract shall terminate **180 days after the Effective Date** unless sooner terminated or further extended as specified elsewhere herein.

B. Early Termination in the Public Interest

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

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

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

ARTICLE 3 STATEMENT OF WORK

A. Work

Contractor shall perform an Investment Grade Audit in accordance with **IGA Exhibit A – Scope of Work**. The Investment Grade Audit shall be performed at the location(s) listed in **IGA Exhibit B – Location of Audit**. If the Governing Body, in its sole discretion, desires to accept the Contractor's Investment Grade Audit Report and the EPC Project Proposal, which acceptance, if made, shall be made within [60] days of the Principal Representative's receipt of such proposal in the form of the Notice of Acceptance of the Investment Grade Audit Report and EPC Project Proposal set forth below in **Article 3(E)**. The Parties may, but are not obligated to, enter into a new contract, entitled "Energy Performance Contract," based on such proposal, the form of which shall be supplied by the Political Subdivision and shall comply with **§29-12.5-101, C.R.S., et seq.**

B. Time of Performance

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

C. Goods and Services

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

D. Employees or Agents

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

E. Acceptance

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

ARTICLE 4 PAYMENTS TO CONTRACTOR

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

A. Project with Insufficient Cost Savings

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

B. Maximum IGA Payment Amount

Except as provided for below in subsections (i) and (ii), and (iii) of this **Article 4**, within 45 days after the Notice of Acceptance is issued by the Governing Body, which indicates the completion of the Investment Grade Audit Report and the related proposal for the Energy Performance Contract Project, Principal Representative shall pay to the Contractor a sum not to exceed **\$33,275** in accordance with IGA **Exhibits B and C** to this Contract.

i. Payment Without Financing of Energy Performance Contract

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

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

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

b. Payment Without Financing Arranged Under Energy Performance Contract

If the Governing Body authorizes the Political Subdivision to enter into an Energy Performance Contract with the Contractor, the Governing Body may determine to pay the Contractor for the due performance of the IGA from available funds specifically appropriated for this purpose or from separate lease purchase ~~(INSERT suitable variations for other forms of financing such as "enterprise" revenue bond financing)~~, rather than finance the related project from the lease purchase or enterprise revenue bond financing provided through the Energy Performance Contract. The Political Subdivision will pay the Contractor within [90] days after the Notice of Acceptance is issued.

ii. Payment with Financing Arranged Under Energy Performance Contract

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

iii. Payment Without the issuance of the Notice of Acceptance

Within [60] days after the date on which the Contractor submits the draft Notice of Acceptance to the Principal Representative, the Principal Representative shall review and may object and propose revisions, in writing, to the Contractor regarding the Investment Grade Audit Report and EPC Project

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

C. Payment

i. Payments

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

ii. Interest

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

iii. Available Funds-Contingency-Termination

The Political Subdivision is prohibited by law from making financial commitments beyond the term of the current Fiscal Year. This Contract shall not constitute a debt or a multiple Fiscal Year financial obligation under any Colorado constitutional or statutory provisions or limitations. Payment to the Contractor beyond the current Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year. If federal funds or funds from any other source not from the Political Subdivision constitute all or some of the Contract Funds, the obligation of the Political Subdivision to pay the Contractor shall be contingent upon such funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the Political Subdivision's liability for such payments shall be limited to the amount remaining of such Contract Funds. If other funds are not appropriated, or otherwise become unavailable to fund this Contract, the Political Subdivision may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability in accordance with the provisions hereof.

iv. Erroneous Payments

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

D. Use of Funds

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

ARTICLE 5 REPORTING - NOTIFICATION

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

A. Litigation Reporting

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

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

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

C. Noncompliance

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

ARTICLE 6 CONTRACTOR RECORDS

A. Maintenance

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

B. Inspection

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

C. Monitoring

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

D. Final Contract Audit Report

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

ARTICLE 7 CONFIDENTIAL INFORMATION AND POLITICAL SUBDIVISION RECORDS

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

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

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

Contractor cannot produce its analysis and plan within the allotted time, the Principal Representative, in its sole discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse the Political Subdivision for the actual costs thereof.

E. Data Protection and Handling

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

F. Safeguarding PII

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

ARTICLE 8 CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the Political Subdivision

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

ARTICLE 9 INSURANCE

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

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

A. Workers' Compensation

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

B. General Liability

Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
\$1,000,000 each occurrence;

\$1,000,000 general aggregate;
\$1,000,000 products and completed operations aggregate; and
\$50,000 any 1 fire.

C. Automobile Liability

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

D. Professional Liability Insurance

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

\$1,000,000 each occurrence; and
\$1,000,000 general aggregate.

E. Additional Insured

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

F. Primacy of Coverage

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

G. Cancellation

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

H. Subrogation Waiver

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

I. Public Entities

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

J. Certificates

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

ARTICLE 10. BREACH

A. Defined

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

B. Notice and Cure Period

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

ARTICLE 11. REMEDIES

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

A. Termination for Cause and/or Breach

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

i. Obligations and Rights

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

ii. Payments

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

iii. Damages and Withholding

Notwithstanding any other remedial action by the Political Subdivision, Contractor shall remain liable to the Political Subdivision for any damages sustained by the Political Subdivision by virtue of any breach under this Contract by Contractor and the Political Subdivision may withhold any

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

B. Early Termination for Insufficient Cost Savings

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

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

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

C. Remedies Not Involving Termination

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

i. Suspend Performance

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

ii. Withhold Payment

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

iii. Deny Payment

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

iv. Removal

Notwithstanding any other provision herein, the Principal Representative of the Governing Body of the Political Subdivision may demand immediate removal of any of Contractor's employees, agents, or subcontractors whom the Principal Representative deems incompetent, careless, insubordinate,

unsuitable, or otherwise unacceptable, or whose continued relation to this Contract is deemed to be contrary to the public interest or the Political Subdivision's best interest.

v. Intellectual Property

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

D. Contractor's Remedies

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

ARTICLE 12 DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to **the President of Lake County School District Board of Education** ~~designated by the Political Subdivision~~ and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in **Article12.A** fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the Political Subdivision to the **President of Lake County School District Board of Education**.

ARTICLE 13 NOTICES and REPRESENTATIVES

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

A. Political Subdivision Designee:

Kate Bartlett, Superintendent
Lake County School District R-1
719-486-6800
328 West 5 th Street
Leadville, CO 80461
kbartlett@lakecountyschools.net

B. Contractor:

Colton Heaps, Compliance Director
Millig, LLC
303-437-5028

6855 S. Havana Street, Suite 630
Centennial, CO 80112
cheaps@milligdb.com

ARTICLE 14 RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

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

ARTICLE 15 GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Political Subdivision and its departments, institutions, agencies, boards, officials, and employees, including the members of the Governing Body and the Principal Representative, is controlled and limited by the provisions of the Governmental Immunity Act ~~§24-10-101, C.R.S., et seq., and [INSERT applicable the risk management statutes, code or policies pertaining to or adopted by the Political Subdivision].~~

ARTICLE 16 GENERAL PROVISIONS

~~This Article is a generic template developed by the state for state contracts that can be used and/or adapted for the Political Subdivision.~~

A. Assignment

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

B. Subcontracts

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

C. Binding Effect

Except as otherwise provided in **Article 16(A)**, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Jurisdiction and Venue

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

I. Modification

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

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

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

K. Order of Precedence

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

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

L. Severability

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

M. Survival of Certain Contract Terms

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

N. Taxes

The Political Subdivision is exempt from all federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from Colorado state and local government sales and use taxes under **§§39-26-704(1), et seq.C.R.S.** The Political Subdivision shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State of Colorado imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales, or use taxes that Contractor may wish to have in place in connection with this Contract.

O. Third Party Beneficiaries

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

P. Waiver

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

Q. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under ~~INSERT applicable statute, code or policies~~, if any, are subject to public release through CORA.

R. Standard and Manner of Performance

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

S. Licenses, Permits, and Other Authorizations.

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

T. Indemnification

i. General Indemnification

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

ii. Confidential Information Indemnification

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

iii. Intellectual Property Indemnification

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

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

~~These Special Provisions are used for state projects. Customize for your use or insert your Special Provisions.~~

A. APPROVAL

This Contract shall not be valid until it has been approved by **the Superintendent**.

B. FUNDS AVAILABILITY

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW.

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

G. BINDING ARBITRATION PROHIBITED.

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

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

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST

The signatories aver that to their knowledge, no employee of the Political Subdivision has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET

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

K. PUBLIC CONTRACTS FOR SERVICES

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

L. PUBLIC CONTRACTS WITH NATURAL PERSONS

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

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ARTICLE 18. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

<p align="center">CONTRACTOR Millig, LLC</p> <p>By: Colton Heaps Title: Compliance Director</p> <p align="center">_____ *Signature</p> <p>Date: _____</p>	<p align="center">POLITICAL SUBDIVISION Lake County School District R-1</p> <p align="center">Lake County School District Board of Education</p> <p align="center">_____ By: Kate Bartlett, Superintendent</p> <p>Date: _____</p>
	<p align="center">LEGAL REVIEW</p> <p align="center">INSERT Name & Title of Legal Counsel to Political Subdivision</p> <p>By: _____</p> <p align="center">Signature – Title</p> <p>Date: _____</p> <p align="center">ADD OTHER APPLICABLE REQUIRED SIGNATURES</p>

IGA Exhibit A

Scope of Work

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 1. Energy Performance Contract Definitions and Terms

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

A. Adjusted-Baseline Energy

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

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

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

C. Baseline Energy

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

D. Baseline Period

IGA Exhibit A

Scope of Work

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

E. Baseline

"Baseline" means and pertains to the baseline period.

F. Commissioning

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

G. Cost-Weighted Average Service Life

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

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

IGA Exhibit A

Scope of Work

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

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

M. Energy Service Company

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

N. Facility Improvement Measure

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

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

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

P. Finance Agreement Term

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

Q. Guarantee Period

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

R. International Performance Measurement and Verification Protocol

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

S. kW

“kW” is Kilowatt (abbreviation)

T. kWh

“kWh” is Kilowatt-hour (abbreviation)

U. Measurement and Verification

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

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

V. M&V Commencement Date

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

W. M&V Fee

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

X. M&V Plan

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

Y. M&V Services

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

Z. M&V Term

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

AA. MMBtu

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

BB. O&M

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

CC. Operations and Maintenance Cost Savings

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

DD. Rebate

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

EE. Repair or Replace

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

FF. Savings Calculations

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

GG. Simple Payback

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

HH. Third-Party Lessor

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

II. Utility or Utilities

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

JJ. Utility Cost Savings

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

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

KK. Utility Cost-Savings Contract

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

LL. Utility Cost-Savings Measure

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

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

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

MM. Vehicle Fleet Operational and Fuel Cost Savings

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

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

NN. Vehicle Fleet Operational and Fuel Cost-Savings Contract

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

OO. Vehicle Fleet Operational and Fuel Cost-Savings Measure

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

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

SECTION 2. Pre-Audit Conference

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

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

A. Introductions/Roles

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

B. Objectives and Goals

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

C. Technical Expectations

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

D. Project Financial Parameters

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

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

SECTION 3. Data Collection and Building/Equipment Schedules

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

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

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

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

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

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- iv. Equipment reliability including frequency of unscheduled or emergency maintenance and potential loss- of-use of facility, building, or portions thereof
 - v. Projected equipment needs including upgrade, replacement, and/or repairs
 - vi. Occupancy and weekly use schedules for the facility and specific equipment
 - vii. Facility improvements – past, planned and desired
- F. **Systems Survey:**
Political Subdivision shall provide site-knowledgeable escorts and facility access to ESCO who shall identify major utility-impacting components, which may include, but is not limited to, lighting, both indoor and outdoor; heating and heat distribution systems, cooling systems and related equipment, central plants, automatic temperature control systems and equipment, air distribution systems and equipment, outdoor ventilation systems and equipment; exhaust systems and equipment; hot water generation and distribution systems, electric motors, transmission and drive systems, special systems such as kitchen/dining equipment, laundry equipment, renewable energy systems, other energy using systems, water consuming systems, such as restroom fixtures, water treatment plant, wastewater treatment plant, water features and irrigation systems; and building envelope.

SECTION 4. Establish Baseline Period Consumption

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

- A. **Utility provider accounts:**
Prepare summary of all utility bills for all fuel types and water. Develop description and itemization of current accounts, billing rates, schedules, riders, and related terms or agreements that affect consumption and energy costs. Consult with Political Subdivision to account for any anomalous schedule or operating conditions on billings that could skew the Baseline. ESCO shall account for periods of time when equipment was broken or malfunctioning in calculating the Baseline Period, provided this information is available from the Political Subdivision's representative.
- i. Energy and Water Units: Units of energy in kWh, kW, ccf, "Therms", thousand gallons, or other units used in bills. List appropriate, supplier-verified conversion factors and convert natural gas, methane, fuel oil, biomass, and propane to MMBtu; show electricity in both kW and kWh and the MMBtu equivalent. Units of water (kgal).
 - ii. Energy and Water Units per building square foot per year
 - iii. Energy Cost (in dollars) per building square foot per year
- B. Describe the process used to determine the baseline period and baseline energy
- C. Describe the process to reconcile the proposed utility baseline information with the actual consumption

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

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

A. **Preliminary Utility Cost-Savings Measures and FIMs List**

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

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

B. Review the Project Financial Parameters

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

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

C. Preliminary Measurement and Verification Plan Discussion

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

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

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

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

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

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

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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. Reference the CEO/OSA Escalation Policy.
 - iv. Discuss an acceptance of any operation or maintenance savings. Discuss how these would be determined, escalated, and the maximum number of years allowed.
 - v. List any known utility rebates, grants, or other financial incentives that effect cost of insulation or final maximum project cost.

SECTION 7. Draft Investment Grade Audit Report

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

A. Executive Summary:

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

B. Facility and Building Data:

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

C. Baseline Period Utility Consumption:

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

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

D. Utility Cost-Savings Measures and FIMs:

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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:

IGA Exhibit A

Scope of Work

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

G. Excluded Measures:

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

H. Political Subdivision Review, Comments, and Prioritization:

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

I. Draft Investment Grade Audit Report:

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

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

SECTION 8. Post Draft Investment Grade Audit Report Conference

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

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

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

IGA Exhibit A

Scope of Work

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

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

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

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

END OF EXHIBIT A – SCOPE OF WORK

IGA Exhibit B

Location of Audit

Buildings and Infrastructure Included in Scope of
Work

Political Subdivision Name: Lake County School District R-1

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

EXHIBIT B, TABLE 1 - BASE COST TABLE

Building Name & Address	Building Type	Building Age	Building Gross Square Feet-GSF	Bldg. Audit \$/SF	Bldg. Total Audit \$
Lake County HS	Jr/Sr High School	70 years	121,000	\$0.275	\$33,275
1000 W 4 th St					
Pitts ES	Pre-K and Admin	70 years	34,231	\$0 (LED only)	\$0
328 W 5 th St					
Lake County Inter	Elementary School	49 years	109,000	\$0 (LED only)	\$0
1000 W 6 th St					
Trans Bldg	Maintenance	Unknown	8,200	\$0 (LED only)	\$0
106 Spruce St					
Maintenance Bldg	Maintenance	Unknown	9,000	\$0 (LED only)	\$0
107 Spruce St					
BASE COST TOTAL					\$33,275

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

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

Building or Infrastructure	Facility Type	Facility Age	Facility GSF (or other applicable measurement)	Unit cost for audit (if applicable)	Facility Total Audit Cost \$
NON-TYPICAL FACILITY COST TOTAL					

TOTAL COST OF IGA: \$33,275

IGA Exhibit C

COST AND PRICING

ELEMENTS

COST AND PRICING

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

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

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

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

Standard IGA Pricing Table				
Tiered Pricing (\$/sq ft)		Total Facility Square Footage		
		Under 250K	250 – 500K	500K +
Distance from CEO at 1600 Broadway St., Denver	Under 75 miles	\$ 0.250	\$ 0.225	\$ 0.200
	75 – 150 miles	\$ 0.275	\$ 0.250	\$ 0.225
	Over 150 miles	\$ 0.300	\$ 0.275	\$ 0.250

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

The Base Cost (from Exhibit B, Table 1) is	\$33,275
The Non-Typical Facility Cost (from Exhibit B, Table 2) is	\$0
Total Investment Grade Audit Cost is	\$33,275

Project Percentages

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

FINAL PROJECT PROPOSAL COST ESTIMATE SUMMARY		
Category	%	Costs
Investment Grade Audit		\$ 33,275
Implementation Costs		

Pre-Construction Costs	4.75% - 14%*	TBD
Construction Costs	95.25% - 86%*	TBD
Implementation Cost Total		TBD
Profit	9.5% - 10%*	TBD
Estimated Project Amount		TBD
Contingency	1% - 3%*	TBD
Total Funded Amount		TBD

* Ranges based on: Low side for fees on hypothetical project described in Millig's RFP response, to; High side for maximum fees agreed to between Millig and CEO. Actual fees charged for a potential EPC Project for Lake County School District and these corresponding percentages will be based on size and complexity of the Project that is identified during this IGA. The fees and percentages on a proposed EPC Project will be within these ranges and will be clearly defined in the EPC Project proposal.

Annual Costs

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

ANNUAL COSTS			
Category	Total Annual Cost	How Price is Determined	Years Applied (One-time, Annual, etc.)
Warranty	TBD	Typical \$0.15/SF (based on scope)	One-time
Measurement and Verification*	TBD	Typical \$0.025/SF (based on scope)	One-time w/ 3+ yr guarantee
Other	TBD	TBD	TBD

ACCOUNT REFERENCE SHEET BY OBJECT

01's	All salaries
02's	Health, dental, life, vision insurances, PERA and Medicare benefits
03's	Legal, audit and consulting services
04's	Disposal, snow removal and repairs and maintenance services
05's	Student transportation, all insurances, telephone, postage, advertising, printing and binding, tuition, and travel and registration
06's	General supplies, natural gas and heating expenses, fuel, food, books and periodicals
07's	Equipment
08's	Dues and fees, interest and indirect costs, reserves
52-58	Transfers, allocations and leases

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Lake County School District R1

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For 02/01/25 - 02/28/25

Expenditure Summary Report

FJEXS01A

Periods 08 - 08

MONTHLY BUDGET STATUS REPORT

BUDGET STATUS(Copy)

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
10 GENERAL FUND						
01 SALARIES	7,752,211.82	.00	629,708.67	4,947,250.29	2,804,961.53	63.82
02 BENEFITS	2,967,097.05	.00	229,192.65	1,753,638.49	1,213,458.56	59.10
03 PROF/TECH SERVICES	740,112.00	29,243.65	62,589.33	418,736.86	292,131.49	60.53
04 PURCHASED SERVICES	269,800.00	23,658.80	6,176.09	173,393.34	72,747.86	73.04
05 OTHER SERVICES	1,079,337.00	60.95	37,336.40	682,233.90	397,042.15	63.21
06 SUPPLIES	910,780.00	55,789.84	57,115.22	489,353.18	365,636.98	59.85
07 EQUIPMENT	14,900.00	.00	142.32	2,376.97	12,523.03	15.95
08 OTHER OBJECTS	4,116,238.13	.00	173.27	31,183.66	4,085,054.47	.76
10 GENERAL FUND	17,850,476.00	108,753.24	1,022,433.95	8,498,166.69	9,243,556.07	48.22
19 COLO. PRESCHOOL PROGRAM						
01 SALARIES	265,600.00	.00	29,382.71	165,897.62	99,702.38	62.46
02 BENEFITS	152,322.00	.00	10,873.97	61,200.99	91,121.01	40.18
03 PROF/TECH SERVICES	3,000.00	.00	267.22	1,868.36	1,131.64	62.28
04 PURCHASED SERVICES	6,500.00	.00	1,973.19	7,082.94	-582.94	108.97
05 OTHER SERVICES	200.00	.00	.00	56.94	143.06	28.47
06 SUPPLIES	38,600.00	605.94	6,396.00	11,720.41	26,273.65	31.93
19 COLO. PRESCHOOL PROGRAM	466,222.00	605.94	48,893.09	247,827.26	217,788.80	53.29
21 FOOD SERVICE FUND						
01 SALARIES	344,085.00	.00	35,608.49	236,675.44	107,409.56	68.78
02 BENEFITS	147,202.00	.00	13,975.32	96,975.51	50,226.49	65.88
05 OTHER SERVICES	1,700.00	.00	78.18	508.73	1,191.27	29.93
06 SUPPLIES	421,330.00	.00	34,483.98	236,421.05	184,908.95	56.11
08 OTHER OBJECTS	607.00	.00	.00	.00	607.00	.00
21 FOOD SERVICE FUND	914,924.00	.00	84,145.97	570,580.73	344,343.27	62.36
22 DESIGNATED PURPOSE GRANTS						
01 SALARIES	1,110,632.00	.00	80,039.34	693,491.75	417,140.25	62.44
02 BENEFITS	393,997.00	.00	26,719.01	234,939.79	159,057.21	59.63
03 PROF/TECH SERVICES	757,810.00	159,791.00	16,325.00	323,414.45	274,604.55	63.76
04 PURCHASED SERVICES	4,000.00	.00	.00	379.67	3,620.33	9.49
05 OTHER SERVICES	152,680.00	.00	1,195.00	110,687.40	41,992.60	72.50
06 SUPPLIES	253,188.00	7,077.64	69,111.23	155,504.33	90,606.03	64.21
07 EQUIPMENT	22,400.00	.00	.00	.00	22,400.00	.00
22 DESIGNATED PURPOSE GRANTS	2,694,707.00	166,868.64	193,389.58	1,518,417.39	1,009,420.97	62.54
23 ATHLETIC/ACTIVITY FUND						
08 OTHER OBJECTS	761,181.00	.00	.00	.00	761,181.00	.00
23 ATHLETIC/ACTIVITY FUND	761,181.00	.00	.00	.00	761,181.00	.00
26 THE CENTER - CHILD CARE						
01 SALARIES	78,172.00	.00	1,262.98	58,207.49	19,964.51	74.46
02 BENEFITS	50,491.00	.00	270.99	23,393.40	27,097.60	46.33
03 PROF/TECH SERVICES	3,000.00	.00	.00	1,280.90	1,719.10	42.70
05 OTHER SERVICES	36,000.00	.00	.00	.00	36,000.00	.00
06 SUPPLIES	16,550.00	134.58	208.40	21,866.00	-5,450.58	132.93

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Lake County School District R1

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For 02/01/25 - 02/28/25

Expenditure Summary Report

FJEXS01A

Periods 08 - 08

MONTHLY BUDGET STATUS REPORT

BUDGET STATUS(Copy)

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
26 THE CENTER - CHILD CARE						
08 OTHER OBJECTS	589,877.00	.00	39.86	3,311.98	586,565.02	.56
26 THE CENTER - CHILD CARE	774,090.00	134.58	1,782.23	108,059.77	665,895.65	13.98
27 HEAD START PROGRAM						
01 SALARIES	483,600.00	.00	38,730.79	314,898.74	168,701.26	65.12
02 BENEFITS	170,652.00	.00	14,475.98	122,007.09	48,644.91	71.49
03 PROF/TECH SERVICES	54,211.00	.00	11,447.88	39,497.70	14,713.30	72.86
05 OTHER SERVICES	5,294.00	.00	151.48	3,596.73	1,697.27	67.94
06 SUPPLIES	49,863.00	1,201.13	13,786.80	46,204.29	2,457.58	95.07
08 OTHER OBJECTS	190,905.00	.00	17.29	250.33	190,654.67	.13
27 HEAD START PROGRAM	954,525.00	1,201.13	78,610.22	526,454.88	426,868.99	55.28
31 BOND REDEMPTION FUND						
08 OTHER OBJECTS	3,804,521.00	.00	.00	262,297.03	3,542,223.97	6.89
09 OTHER USES OF FUNDS	1,169,453.00	.00	.00	1,169,452.92	.08	100.00
31 BOND REDEMPTION FUND	4,973,974.00	.00	.00	1,431,749.95	3,542,224.05	28.78
43 CAPITAL PROJECTS FUND						
07 EQUIPMENT	474,480.00	9,445.32	.00	211,972.34	253,062.34	46.67
08 OTHER OBJECTS	1,034,490.00	.00	.00	.00	1,034,490.00	.00
43 CAPITAL PROJECTS FUND	1,508,970.00	9,445.32	.00	211,972.34	1,287,552.34	14.67
64 HEALTH INSURANCE RESERVE						
05 OTHER SERVICES	2,293,816.00	.00	113,587.64	1,474,162.33	819,653.67	64.27
64 HEALTH INSURANCE RESERVE	2,293,816.00	.00	113,587.64	1,474,162.33	819,653.67	64.27

GENERAL FUND																				
EXPENDITURES										REVENUE										
BUDGET										BUDGET										
					BUDGETED					YTD EXP-PY ACC					MONTHLY REVENUE					
UNALLOCATED/O					EXPENDITURE					SAL					RECEIVED					
THER RESERVES					SAL/BEN					%					%					
TOTAL ALLOCATION	TABOR		% UNALLOCATED		YTD ACTIVITY	PREVIOUS YR ACCRUED		BALANCE		%					TOTAL ALLOCATION	BFB		BUDGETED REVENUE	YTD REVENUE	% RECEIVED
Jul-2024	\$ 15,242,459.00	\$ 505,000.00	\$ 1,585,574.00	10.4%	\$ 13,151,885.00	\$ 1,433,583.76	\$ 616,498.80	\$ 12,334,800.04	\$ 817,084.96	6.21%	Jul-2024	\$ 15,242,459.00	\$ 2,162,397.00	\$ 13,080,062.00	\$ 118,222.13	\$ 118,222.13	\$ 0.90%			
Aug-2024	\$ 15,242,459.00	\$ 505,000.00	\$ 1,585,574.00	10.4%	\$ 13,151,885.00	\$ 2,319,903.57	\$ 616,498.80	\$ 11,448,480.23	\$ 1,703,404.77	12.95%	Aug-2024	\$ 15,242,459.00	\$ 2,162,397.00	\$ 13,080,062.00	\$ (96,602.87)	\$ 21,619.26	0.17%			
Sep-2024	\$ 15,242,459.00	\$ 505,000.00	\$ 1,585,574.00	10.4%	\$ 13,151,885.00	\$ 3,352,685.79	\$ 616,498.80	\$ 10,415,698.01	\$ 2,736,186.99	20.80%	Sep-2024	\$ 15,242,459.00	\$ 2,162,397.00	\$ 13,080,062.00	\$ 540,255.44	\$ 561,874.70	4.30%			
Oct-2024	\$ 15,242,459.00	\$ 505,000.00	\$ 1,585,574.00	10.4%	\$ 13,151,885.00	\$ 4,287,871.93	\$ 616,498.80	\$ 9,480,511.87	\$ 3,671,373.13	27.92%	Oct-2024	\$ 15,242,459.00	\$ 2,162,397.00	\$ 13,080,062.00	\$ 173,356.01	\$ 735,230.71	5.62%			
Nov-2024	\$ 15,242,459.00	\$ 505,000.00	\$ 1,585,574.00	10.4%	\$ 13,151,885.00	\$ 5,399,112.72	\$ 616,498.80	\$ 8,369,271.08	\$ 4,782,613.92	36.36%	Nov-2024	\$ 15,242,459.00	\$ 2,162,397.00	\$ 13,080,062.00	\$ 386,480.52	\$ 1,121,711.23	8.58%			
Dec-2024	\$ 15,242,459.00	\$ 505,000.00	\$ 1,585,574.00	10.4%	\$ 13,151,885.00	\$ 6,532,971.06	\$ 616,498.80	\$ 7,235,412.74	\$ 5,916,472.26	44.99%	Dec-2024	\$ 15,242,459.00	\$ 2,162,397.00	\$ 13,080,062.00	\$ 124,335.70	\$ 1,246,046.93	9.53%			
Jan-2025	\$ 17,850,476.00	\$ 373,000.00	\$ 2,596,509.00	14.5%	\$ 14,880,967.00	\$ 7,595,083.83	\$ 616,498.80	\$ 7,902,381.97	\$ 6,978,585.03	46.90%	Jan-2025	\$ 17,850,476.00	\$ 3,544,789.00	\$ 14,305,687.00	\$ 430,322.13	\$ 1,676,369.06	11.72%			
Feb-2025	\$ 17,850,476.00	\$ 373,000.00	\$ 2,596,509.00	14.5%	\$ 14,880,967.00	\$ 8,606,919.93	\$ 616,498.80	\$ 6,890,545.87	\$ 7,990,421.13	53.70%	Feb-2025	\$ 17,850,476.00	\$ 3,544,789.00	\$ 14,305,687.00	\$ 796,695.42	\$ 2,473,064.48	17.29%			
Mar-2025					\$ -						Mar-2025			\$ -						
Apr-2025					\$ -						Apr-2025			\$ -						
May-2025					\$ -						May-2025			\$ -						
Jun-2025					\$ -		\$ -				Jun-2025			\$ -						

CPP/UPK FUND																				
EXPENDITURES										REVENUE										
BUDGET										BUDGET										
					BUDGETED					YTD EXP-PY ACC					MONTHLY REVENUE					
UNALLOCATED					EXPENDITURE					SAL					RECEIVED					
TOTAL ALLOCATION	TABOR		% UNALLOCATED		YTD ACTIVITY	PREVIOUS YR ACCRUED		BALANCE		%					BUDGET AMOUNT	BFB		BUDGETED REVENUE	YTD REVENUE	%
Jul-2024	\$ 325,000.00				\$ 325,000.00	\$ 53,544.08	\$ 45,567.78	\$ 317,023.70	\$ 7,976.30	2.45%	Jul-2024	\$ 325,000.00	\$ -	\$ 325,000.00	\$ 34,744.50	\$ 34,744.50	\$ 10.69%			
Aug-2024	\$ 325,000.00				\$ 325,000.00	\$ 75,631.30	\$ 45,567.78	\$ 294,936.48	\$ 30,063.52	9.25%	Aug-2024	\$ 325,000.00	\$ -	\$ 325,000.00	\$ (19,762.85)	\$ 14,981.65	4.61%			
Sep-2024	\$ 325,000.00				\$ 325,000.00	\$ 99,996.46	\$ 45,567.78	\$ 270,571.32	\$ 54,428.68	16.75%	Sep-2024	\$ 325,000.00	\$ -	\$ 325,000.00	\$ 90,739.36	\$ 105,721.01	32.53%			
Oct-2024	\$ 325,000.00				\$ 325,000.00	\$ 125,025.06	\$ 45,567.78	\$ 245,542.72	\$ 79,457.28	24.45%	Oct-2024	\$ 325,000.00	\$ -	\$ 325,000.00	\$ 31,077.46	\$ 136,798.47	42.09%			
Nov-2024	\$ 325,000.00				\$ 325,000.00	\$ 152,247.52	\$ 45,567.78	\$ 218,320.26	\$ 106,679.74	32.82%	Nov-2024	\$ 325,000.00	\$ -	\$ 325,000.00	\$ 32,819.01	\$ 169,617.48	52.19%			
Dec-2024	\$ 325,000.00				\$ 325,000.00	\$ 177,224.13	\$ 45,567.78	\$ 193,343.65	\$ 131,656.35	40.51%	Dec-2024	\$ 325,000.00	\$ -	\$ 325,000.00	\$ 34,560.56	\$ 204,178.04	62.82%			
Jan-2025	\$ 466,222.00				\$ 466,222.00	\$ 205,078.63	\$ 45,567.78	\$ 306,711.15	\$ 159,510.85	34.21%	Jan-2025	\$ 466,222.00	\$ 81,222.00	\$ 385,000.00	\$ 35,615.71	\$ 239,793.75	62.28%			
Feb-2025	\$ 466,222.00				\$ 466,222.00	\$ 248,433.20	\$ 45,567.78	\$ 263,356.58	\$ 202,865.42	43.51%	Feb-2025	\$ 466,222.00	\$ 81,222.00	\$ 385,000.00	\$ 36,929.50	\$ 276,723.25	71.88%			
Mar-2025					\$ -						Mar-2025			\$ -						
Apr-2025					\$ -						Apr-2025			\$ -						
May-2025					\$ -						May-2025			\$ -						
Jun-2025					\$ -		\$ -				Jun-2025			\$ -						

FOOD SERVICE FUND																				
EXPENDITURES										REVENUE										
BUDGET										BUDGET										
					BUDGETED					YTD EXP-PY ACC					MONTHLY REVENUE					
UNALLOCATED					EXPENDITURE					SAL					RECEIVED					
TOTAL ALLOCATION	TABOR		% UNALLOCATED		YTD ACTIVITY	PREVIOUS YR ACCRUED		BALANCE		%					BUDGET AMOUNT	BFB		BUDGETED REVENUE	YTD REVENUE	%
Jul-2024	\$ 1,011,609.00				\$ 1,011,609.00	\$ 25,946.56	\$ 9,292.32	\$ 994,954.76	\$ 16,654.24	1.65%	Jul-2024	\$ 1,011,609.00		\$ 1,011,609.00	\$ 89,462.54	\$ 89,462.54	\$ 8.84%			
Aug-2024	\$ 1,011,609.00				\$ 1,011,609.00	\$ 80,924.23	\$ 9,292.32	\$ 939,977.09	\$ 71,631.91	7.08%	Aug-2024	\$ 1,011,609.00		\$ 1,011,609.00	\$ (65,911.79)	\$ 23,550.75	2.33%			
Sep-2024	\$ 1,011,609.00				\$ 1,011,609.00	\$ 153,688.27	\$ 9,292.32	\$ 867,213.05	\$ 144,395.95	14.27%	Sep-2024	\$ 1,011,609.00		\$ 1,011,609.00	\$ 26,325.90	\$ 49,876.65	4.93%			
Oct-2024	\$ 1,011,609.00				\$ 1,011,609.00	\$ 244,850.20	\$ 9,292.32	\$ 776,051.12	\$ 235,557.88	23.29%	Oct-2024	\$ 1,011,609.00		\$ 1,011,609.00	\$ 35,288.24	\$ 85,164.89	8.42%			
Nov-2024	\$ 1,011,609.00				\$ 1,011,609.00	\$ 336,570.46	\$ 9,292.32	\$ 684,330.86	\$ 327,278.14	32.35%	Nov-2024	\$ 1,011,609.00		\$ 1,011,609.00	\$ 142,268.89	\$ 227,433.78	22.48%			
Dec-2024	\$ 1,011,609.00				\$ 1,011,609.00	\$ 413,296.09	\$ 9,292.32	\$ 607,605.23	\$ 404,003.77	39.94%	Dec-2024	\$ 1,011,609.00		\$ 1,011,609.00	\$ 121,142.11	\$ 348,575.89	34.46%			
Jan-2025	\$ 914,924.00				\$ 914,924.00	\$ 486,434.76	\$ 9,292.32	\$ 437,781.56	\$ 477,142.44	52.15%	Jan-2025	\$ 914,924.00	\$ (3,989.00)	\$ 910,935.00	\$ 105,415.35	\$ 453,991.24	49.84%			
Feb-2025	\$ 914,924.00				\$ 914,924.00	\$ 570,580.73	\$ 9,292.32	\$ 353,635.59	\$ 561,288.41	61.35%	Feb-2025	\$ 914,924.00	\$ (3,989.00)	\$ 918,913.00	\$ 104,036.40	\$ 558,027.64	60.73%			
Mar-2025					\$ -						Mar-2025			\$ -						
Apr-2025					\$ -						Apr-2025			\$ -						
May-2025					\$ -						May-2025			\$ -						
Jun-2025					\$ -		\$ -				Jun-2025			\$ -						

GRANT FUND																				
EXPENDITURES										REVENUE										
BUDGET										BUDGET										
					BUDGETED					YTD EXP-PY ACC					MONTHLY REVENUE					
UNALLOCATED					EXPENDITURE					SAL					RECEIVED					
TOTAL ALLOCATION	TABOR		% UNALLOCATED		YTD ACTIVITY	PREVIOUS YR ACCRUED		BALANCE		%					BUDGET AMOUNT	BFB		BUDGETED REVENUE	YTD REVENUE	%
Jul-2024	\$ 2,204,741.00				\$ 2,204,741.00	\$ 302,136.23	\$ 108,558.20	\$ 2,011,162.97	\$ 193,578.03	8.78%	Jul-2024	\$ 2,204,741.00		\$ 2,204,741.00	\$ 119,322.08	\$ 119,322.08	\$ 5.41%			
Aug-2024	\$ 2,219,501.00				\$ 2,219,501.00	\$ 322,713.40	\$ 108,558.20	\$ 2,005,345.80	\$ 214,155.20	9.65%	Aug-2024	\$ 2,219,501.00		\$ 2,219,501.00	\$ 104,373.45	\$ 223,695.53	10.08%			
Sep-2024	\$ 2,219,501.00				\$ 2,219,501.00	\$ 598,867.52	\$ 108,558.20	\$ 1,729,191.68	\$ 490,309.32	22.09%	Sep-2024	\$ 2,219,501.00		\$ 2,219,501.00	\$ 52,952.07	\$ 276,647.60	12.46%			
Oct-2024	\$ 2,219,501.00				\$ 2,219,501.00	\$ 818,152.77	\$ 108,558.20	\$ 1,509,906.43	\$ 709,594.57	31.97%	Oct-2024	\$ 2,219,501.00		\$ 2,219,501.00	\$ 629,408.59	\$ 906,056.19	40.82%			
Nov-2024	\$ 2,219,501.00				\$ 2,219,501.00	\$ 1,115,581.23	\$ 108,558.20	\$ 1,212,477.97	\$ 1,007,023.03	45.37%	Nov-2024	\$ 2,219,501.00		\$ 2,219,501.00	\$ 17,350.71	\$ 923,406.90	41.60%			
Dec-2024	\$ 2,219,501.00				\$ 2,219,501.00	\$ 1,271,197.71	\$ 108,558.20	\$ 1,056,861.49	\$ 1,162,639.51	52.38%	Dec-2024	\$ 2,219,501.00		\$ 2,219,501.00	\$ 304,535.23	\$ 1,227,942.13	55.33%			
Jan-2025	\$ 2,694,707.00				\$ 2,694,707.00	\$ 1,492,078.28	\$ 108,558.20	\$ 1,311,186.92	\$ 1,383,520.08	51.34%	Jan-2025	\$ 2,694,707.00		\$ 2,694,707.00	\$ 216,383.10	\$ 1,444,325.23	53.60%			
Feb-2025	\$ 2,694,707.00				\$ 2,694,707.00	\$ 1,685,286.03	\$ 108,558.20	\$ 1,117,979.17	\$ 1,576,727.83	58.51%	Feb-2025	\$ 2,694,707.00		\$ 2,694,707.00	\$ 52,519.58	\$ 1,496,844.81	55.55%			
Mar-2025					\$ -						Mar-2025			\$ -						
Apr-2025					\$ -						Apr-2025			\$ -						
May-2025					\$ -						May-2025			\$ -						
Jun-2025					\$ -		\$ -				Jun-2025			\$ -						

CENTER FUND																				
EXPENDITURES										REVENUE										
BUDGET										BUDGET										
					BUDGETED					YTD EXP-PY ACC					MONTHLY REVENUE					
UNALLOCATED					EXPENDITURE					SAL					RECEIVED					
TOTAL ALLOCATION	TABOR		% UNALLOCATED		YTD ACTIVITY	PREVIOUS YR ACCRUED		BALANCE		%					BUDGET AMOUNT	BFB		BUDGETED REVENUE	YTD REVENUE	%
Jul-2024	\$ 477,306.00				\$ 477,306.00	\$ 3,578.81	\$ 606.55	\$ 474,333.74	\$ 2,972.26	0.62%	Jul-2024	\$ 477,306.00	\$ 100,000.00	\$ 377,306.00						

Aug-2024	\$	5,073,171.00		\$	3,396,543.00	67%	\$	1,676,628.00	\$	-		\$	1,676,628.00	\$	-	0.00%	Aug-2024	\$	5,073,171.00	\$	3,169,023.00	\$	1,904,148.00	\$	(183,961.41)	\$	15,111.50	0.79%
Sep-2024	\$	5,073,171.00		\$	3,396,543.00	67%	\$	1,676,628.00	\$	-		\$	1,676,628.00	\$	-	0.00%	Sep-2024	\$	5,073,171.00	\$	3,169,023.00	\$	1,904,148.00	\$	27,180.17	\$	42,291.67	2.22%
Oct-2024	\$	5,073,171.00		\$	3,396,543.00	67%	\$	1,676,628.00	\$	-		\$	1,676,628.00	\$	-	0.00%	Oct-2024	\$	5,073,171.00	\$	3,169,023.00	\$	1,904,148.00	\$	39,130.81	\$	81,422.48	4.28%
Nov-2024	\$	5,073,171.00		\$	3,396,543.00	67%	\$	1,676,628.00	\$	-		\$	1,676,628.00	\$	-	0.00%	Nov-2024	\$	5,073,171.00	\$	3,169,023.00	\$	1,904,148.00	\$	61,075.72	\$	142,498.20	7.48%
Dec-2024	\$	5,073,171.00		\$	3,396,543.00	67%	\$	1,676,628.00	\$	-	1,431,749.95	\$	244,878.05	\$	1,431,749.95	85.39%	Dec-2024	\$	5,073,171.00	\$	3,169,023.00	\$	1,904,148.00	\$	12,935.53	\$	155,433.73	8.16%
Jan-2025	\$	4,853,974.00		\$	3,177,346.00	65%	\$	1,676,628.00	\$	-	1,431,749.95	\$	244,878.05	\$	1,431,749.95	85.39%	Jan-2025	\$	4,853,974.00	\$	3,253,674.00	\$	1,600,300.00	\$	9,497.97	\$	164,931.70	10.31%
Feb-2025	\$	4,973,974.00		\$	3,177,346.00	64%	\$	1,796,628.00	\$	-	1,431,749.95	\$	364,878.05	\$	1,431,749.95	79.69%	Feb-2025	\$	4,973,974.00	\$	3,253,674.00	\$	1,720,300.00	\$	54,369.84	\$	219,301.54	12.75%
Mar-2025							\$	-								Mar-2025												
Apr-2025							\$	-								Apr-2025												
May-2025							\$	-								May-2025												
Jun-2025							\$	-								Jun-2025												

CAPITAL PROJECT FUND																
EXPENDITURES								REVENUE								
				BUDGETED		PREVIOUS YR ACCRUED		BUDGET		BUDGET						
TOTAL ALLOCATION	RESERVES	UNALLOCATED	% UNALLOCATED	BUDGETED EXPENDITURE	YTD ACTIVITY	SAL/BEN	BALANCE	YTD EXP-PY ACC SAL	%	BUDGET AMOUNT	BFB	BUDGETED REVENUE	MONTHLY REVENUE RECEIVED	YTD REVENUE	%	
Jul-2024	\$ 562,251.00	\$ 477,250.00		\$ 85,001.00	\$ 191,556.66		\$ (106,555.66)	\$ 191,556.66	225.36%	Jul-2024	\$ 562,251.00	\$ 393,250.00	\$ 169,001.00	\$ 14,083.41	\$ 14,083.41	8.33%
Aug-2024	\$ 562,251.00	\$ 477,250.00		\$ 85,001.00	\$ 192,455.76		\$ (107,454.76)	\$ 192,455.76	226.42%	Aug-2024	\$ 562,251.00	\$ 393,250.00	\$ 169,001.00	\$ 15,310.10	\$ 29,393.51	17.39%
Sep-2024	\$ 562,251.00	\$ 477,250.00		\$ 85,001.00	\$ 192,955.76		\$ (107,954.76)	\$ 192,955.76	227.00%	Sep-2024	\$ 562,251.00	\$ 393,250.00	\$ 169,001.00	\$ 14,083.41	\$ 43,476.92	25.73%
Oct-2024	\$ 562,251.00	\$ 477,250.00		\$ 85,001.00	\$ 192,955.76		\$ (107,954.76)	\$ 192,955.76	227.00%	Oct-2024	\$ 562,251.00	\$ 393,250.00	\$ 169,001.00	\$ 14,083.41	\$ 57,560.33	34.06%
Nov-2024	\$ 562,251.00	\$ 477,250.00		\$ 85,001.00	\$ 210,805.76		\$ (125,804.76)	\$ 210,805.76	248.00%	Nov-2024	\$ 562,251.00	\$ 393,250.00	\$ 169,001.00	\$ 14,083.41	\$ 71,643.74	42.39%
Dec-2024	\$ 562,251.00	\$ 477,250.00		\$ 85,001.00	\$ 221,417.66		\$ (136,416.66)	\$ 221,417.66	260.49%	Dec-2024	\$ 562,251.00	\$ 393,250.00	\$ 169,001.00	\$ 14,083.41	\$ 85,727.15	50.73%
Jan-2025	\$ 1,508,970.00	\$ 487,403.00		\$ 1,021,567.00	\$ 221,417.66		\$ 800,149.34	\$ 221,417.66	21.67%	Jan-2025	\$ 1,508,970.00	\$ 1,094,174.00	\$ 414,796.00	\$ -	\$ 85,727.15	20.67%
Feb-2025	\$ 1,508,970.00	\$ 487,403.00		\$ 1,021,567.00	\$ 221,417.66		\$ 800,149.34	\$ 221,417.66	21.67%	Feb-2025	\$ 1,508,970.00	\$ 1,094,174.00	\$ 414,796.00	\$ -	\$ 85,727.15	20.67%
Mar-2025				\$ -						Mar-2025		\$ -	\$ -			
Apr-2025				\$ -						Apr-2025		\$ -	\$ -			
May-2025				\$ -						May-2025		\$ -	\$ -			
Jun-2025				\$ -						Jun-2025		\$ -	\$ -			

INSURANCE FUND																REVENUE				
EXPENDITURES						BUDGET		BUDGET						BUDGET		BUDGET				
TOTAL ALLOCATION	TABOR	UNALLOCATED	% UNALLOCATED	BUDGETED EXPENDITURE	YTD ACTIVITY	PREVIOUS YR ACCRUED SAL/BEN	BALANCE	YTD EXP-PY ACC SAL		%	BUDGET AMOUNT	BFB	BUDGETED REVENUE	MONTHLY REVENUE RECEIVED	YTD REVENUE	%				
Jul-2024	\$	2,569,366.00	\$	-	0%	\$	2,569,366.00	\$	191,529.76	7.45%	Jul-2024	\$	2,569,366.00	\$	-	\$	2,569,366.00	\$	168,927.64	6.57%
Aug-2024	\$	2,569,366.00	\$	-	0%	\$	2,569,366.00	\$	318,985.36	12.41%	Aug-2024	\$	2,569,366.00	\$	-	\$	2,569,366.00	\$	154,559.83	12.59%
Sep-2024	\$	2,569,366.00	\$	-	0%	\$	2,569,366.00	\$	576,814.84	22.45%	Sep-2024	\$	2,569,366.00	\$	-	\$	2,569,366.00	\$	235,482.75	21.76%
Oct-2024	\$	2,569,366.00	\$	-	0%	\$	2,569,366.00	\$	690,914.58	26.89%	Oct-2024	\$	2,569,366.00	\$	-	\$	2,569,366.00	\$	190,773.22	29.18%
Nov-2024	\$	2,569,366.00	\$	-	0%	\$	2,569,366.00	\$	932,266.05	36.28%	Nov-2024	\$	2,569,366.00	\$	-	\$	2,569,366.00	\$	181,822.19	36.26%
Dec-2024	\$	2,569,366.00	\$	-	0%	\$	2,569,366.00	\$	1,057,890.75	41.17%	Dec-2024	\$	2,569,366.00	\$	-	\$	2,569,366.00	\$	177,811.96	43.18%
Jan-2025	\$	2,293,816.00	\$	-	0%	\$	2,293,816.00	\$	1,360,574.69	59.31%	Jan-2025	\$	2,293,816.00	\$	(87,533.00)	\$	2,206,283.00	\$	196,480.20	59.19%
Feb-2025	\$	2,293,816.00	\$	-	0%	\$	2,293,816.00	\$	1,474,162.33	64.27%	Feb-2025	\$	2,293,816.00	\$	(87,533.00)	\$	2,381,349.00	\$	195,465.35	63.05%
Mar-2025					\$	-					Mar-2025			\$	-					
Apr-2025					\$	-					Apr-2025			\$	-					
May-2025					\$	-					May-2025			\$	-					
Jun-2025					\$	-					Jun-2025			\$	-					

[illegible]

		<u>Beginning Balance</u>	<u>Activity</u>	<u>Deposits</u>	<u>Ending Balance</u>
<u>Lake County Intermediate School</u>					
LCIS Activity Fund	July	\$ 83,836.66	\$ -	\$ 3.56	\$ 83,840.22
8299	August	\$ 83,840.22	\$ 821.32	\$ 3.53	\$ 83,022.43
	September	\$ 83,022.43	\$ 661.32	\$ 1,820.06	\$ 84,181.17
	October	\$ 84,181.17	\$ 2,538.72	\$ 1,707.27	\$ 83,349.72
	November	\$ 83,349.72	\$ 3,718.49	\$ 5,168.43	\$ 84,799.66
	December	\$ 84,799.66	\$ 4,750.88	\$ 1,928.50	\$ 81,977.28
	January	\$ 81,977.28	\$ 1,081.09	\$ 805.46	\$ 81,701.65
	February	\$ 81,701.65	\$ 2,055.61	\$ 730.10	\$ 80,376.14
	March				\$ -
	April				\$ -
	May				\$ -
	June				\$ -
<u>Lake County High School</u>					
LCHS Activity Fund	July	\$ 139,969.06	\$ 328.25	\$ 465.94	\$ 140,106.75
2102	August	\$ 140,106.75	\$ 377.00	\$ 20,537.07	\$ 160,266.82
	September	\$ 160,266.82	\$ 864.09	\$ 331.58	\$ 159,734.31
	October	\$ 159,734.31	\$ 2,716.41	\$ 3,549.99	\$ 160,567.89
	November	\$ 160,567.89	\$ 3,527.78	\$ 4,474.32	\$ 161,514.43
	December	\$ 161,514.43	\$ 4,791.09	\$ 401.74	\$ 157,125.08
	January	\$ 157,125.08	\$ 2,279.42	\$ 11,913.54	\$ 166,759.20
	February	\$ 166,759.20	\$ 5,564.02	\$ 10,111.43	\$ 171,306.61
	March				\$ -
	April				\$ -
	May				\$ -
	June				\$ -
<u>Lake County Athletics</u>					
LCSD Athletic Activity Fund	July	\$ 103,681.58	\$ 15,043.12	\$ 324.93	\$ 88,963.39
2591636986	August	\$ 88,963.39	\$ 2,091.80	\$ 292.76	\$ 87,164.35
	September	\$ 87,164.35	\$ 94.98	\$ 10,836.29	\$ 97,905.66
	October	\$ 97,905.66	\$ 1,202.20	\$ 6,017.78	\$ 102,721.24
	November	\$ 102,721.24	\$ 1,818.82	\$ 7,127.46	\$ 108,029.88
	December	\$ 108,029.88	\$ 663.35	\$ 502.58	\$ 107,869.11
	January	\$ 107,869.11	\$ 1,836.62	\$ 4,993.30	\$ 111,025.79
	February	\$ 111,025.79	\$ 6,664.29	\$ 8,054.91	\$ 112,416.41
	March				\$ -
	April				\$ -
	May				\$ -
	June				\$ -
<u>Cloud City High School</u>					
CCHS	July	\$ 10,469.44	\$ 27.47	\$ 40.44	\$ 10,482.41
2578400962	August	\$ 10,482.41	\$ -	\$ 155.45	\$ 10,637.86
	September	\$ 10,637.86	\$ 228.93	\$ 1,280.46	\$ 11,689.39
	October	\$ 11,689.39	\$ 738.95	\$ 619.88	\$ 11,570.32
	November	\$ 11,570.32	\$ 1,218.19	\$ 528.06	\$ 10,880.19
	December	\$ 10,880.19	\$ -	\$ 500.48	\$ 11,380.67
	January	\$ 11,380.67	\$ 1,409.19	\$ 40.45	\$ 10,011.93
	February	\$ 10,011.93	\$ 1,488.04	\$ 1,344.77	\$ 9,868.66
	March				\$ -
	April				\$ -
	May				\$ -
	June				\$ -



MAR 11 2025



CONSOLIDATED BILLING CONTROL ACCOUNT STATEMENT

Prepared For	LAKE COUNTY SCHOOL RENA SANCHEZ
Account Number	
Statement Closing Date	03/03/25
Days in Billing Cycle	28
Next Statement Date	04/03/25

Credit Line	\$50,000
Available Credit	\$36,488

For Customer Service Call:
800-231-5511

Inquiries or Questions:
WF SBCS-Account Servicing Team
PO Box 29482
Phoenix, AZ 85038-8650

Payments:
Payment Remittance Center PO Box 77066
Minneapolis, MN 55480-7766

Payment Information

New Balance	\$12,982.83
Current Payment Due (Minimum Payment)	\$650.00
Current Payment Due Date	03/28/25

Thank you for using our Automatic Payment service. See the **Important Information** section below for your next scheduled payment.

If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-231-5511 for payoff information.

Account Summary

Previous Balance		\$8,739.17
Credits	-	\$0.61
Payments	-	\$8,738.56
Purchases & Other Charges	+	\$12,982.83
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$12,982.83

Wells Fargo Business Card Elite Rewards

Rewards ID:		
Previous Balance		334,136
Points Earned this Month		12,982
Points From Other Company Cards		0
Bonus Points Earned		5,000
Adjustments		0
Redeemed	-	0
Total Available	=	352,118

Rewards Notice

Check your point balance and redeem your points at wellsfargo.com/businessrewards. You can also call our Rewards Service Center from 8 a.m. to midnight (ET) at 1-800-213-3365.

Congratulations! You've earned 5,000 bonus points because your total company spend was at least \$10,000 in this billing period.

See reverse side for important information.

5596 0010 YTG 1 7 2 250303 0 PAGE 1 of 6 10 8914 9900 ELAC 01DR5596 37875

DETACH HERE

Detach and mail with check payable to "Wells Fargo" to arrive by Current Payment Due Date.

Make checks payable to: Wells Fargo

Account Number	
New Balance	\$12,982.83
Total Amount Due (Minimum Payment)	\$650.00
Current Payment Due Date	03/28/25

Amount
Enclosed:



PAYMENT REMITTANCE CENTER YTG
PO BOX 77066 816
MINNEAPOLIS MN 55480-7766

LAKE COUNTY SCHOOL
RENA SANCHEZ
328 W 5TH ST
LEADVILLE CO 80461-3547

37875
Q311



Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	15.490%	.04243%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	26.240%	.07189%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Important Information

\$0 - \$12,982.83 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 03/28/25. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

TOTAL *FINANCE CHARGE* BILLED IN 2024 \$0.00

TOTAL *FINANCE CHARGE* PAID IN 2024 \$0.00

Attention: Immediate Action May Be Needed-Currently some Business Card accounts are set up to have a person designated as a "Company Contact," which allows them to access on your behalf. The "Company Contact" role will no longer be available for your account. If you would like to have a delegate authorized on your behalf, please call the number on the back of your card and ask to add an "Account Administrator".

Summary of Sub Account Usage

Name	Sub Account Number Ending In	Monthly Spending Cap	Spend This Period
LORENA WALKER		5,000	\$0.00
BRANDI LOVELY		5,000	\$18.47
MICHAEL ADLER		5,000	\$1,212.08
TANYA LENHARD		5,000	\$161.94
JAMES MULCEY		5,000	\$10.48
KATHARINE BARTLETT		5,000	\$273.39
BUNNY TAYLOR		10,000	\$239.88
SCOTT CARROLL		5,000	\$3,623.00
KATHERINE KERRIGAN		5,000	\$90.20
TIMOTHY POWELL		5,000	\$29.47
JOYCE LACOME		5,000	\$0.00
AMY PETERS		5,000	\$3,341.04
KATHLEEN FITZSIMMONS		5,000	\$2,741.00
RENA SANCHEZ		10,000	\$600.00
CHERYL TALBOT		5,000	\$641.27

Transaction Details

The transactions detailed on this Consolidated Billing Control Account Statement contain transactions made directly to this Control Account plus all transactions made on Sub Accounts. If there were no transactions made by a Sub Account that Sub Account will not appear.

Trans	Post	Reference Number	Description	Credits	Charges
02/28	02/28	F8914001V00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	8,738.56	
			TOTAL \$8,738.56-		
Transaction Summary For BRANDI LOVELY Sub Account Number Ending In					
02/05	02/05	5526352156V840HMP	SAFEWAY #2824 LEADVILLE CO		18.47
			TOTAL \$18.47		
BRANDI LOVELY / Sub Acct Ending In					
Transaction Summary For MICHAEL ADLER Sub Account Number Ending In					
02/05	02/05	5526352156V840HMZ	SAFEWAY #2824 LEADVILLE CO		49.86
02/07	02/07	5526352176X7DZ4WY	SAFEWAY #2824 LEADVILLE CO		33.22
02/07	02/07	2524780170187S659	BRECKENRIDGE REC DEPT BRECKENRIDGE CO		350.00

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
02/12	02/12	82304391BS66QLMLE	PAY*TOWN OF AVON REC C AVON CO		105.00
02/21	02/21	55432861L62LDF4PW	SQ *SWIM SQUARED LLC GOSQ.COM CO		460.00
02/28	02/28	55432861V5VHL6DET	SQ *DUTCH HENRY TUBING LEADVILLE CO		214.00
			TOTAL \$1,212.08		
			MICHAEL ADLER / Sub Acct Ending In		

Transaction Summary For TANYA LENHARD
Sub Account Number Ending In

02/06	02/06	575402415MKN8224Q	QUICKEN INC 6502501900 CA		71.88
02/12	02/12	55488721B17JAWGPN	CO GOVT SERVICES DENVER CO		31.44
02/14	02/14	55432861E60ME3HZQ	DISCOUNTSCH 8006272829 800-482-5846 CA		58.62
			TOTAL \$161.94		
			TANYA LENHARD / Sub Acct Ending In		

Transaction Summary For JAMES MULCEY
Sub Account Number Ending In

02/20	02/20	85353351NERT1JSM5	QUIKFIXLAPT 8664011978 PA		10.48
			TOTAL \$10.48		
			JAMES MULCEY / Sub Acct Ending In		

Transaction Summary For KATHARINE BARTLETT
Sub Account Number Ending In

02/15	02/15	55310201E4Q2WN0DN	TARGET.COM BROOKLYN PARK MN		137.71
02/17	02/17	55432861G619M4LAB	AMAZON.COM*PW0284DL3 AMZN.COM/BILL WA		115.69
02/21	02/21	57540241LLR0DBFAR	ADOBE *ADOBE 4085366000 CA		19.99
			TOTAL \$273.39		
			KATHARINE BARTLETT / Sub Acct Ending In		

Transaction Summary For BUNNY TAYLOR
Sub Account Number Ending In

02/23	02/23	57540241NMM6RWEMF	ADOBE *ADOBE 4085366000 CA		239.88
			TOTAL \$239.88		
			BUNNY TAYLOR / Sub Acct Ending In		

Transaction Summary For SCOTT CARROLL
Sub Account Number Ending In

02/05	02/05	55310201446BBXENG	RODEWAY INN ALAMOSA ALAMOSA CO		89.00
			FOLIO #0788835773		
02/05	02/05	55310201446BBXENR	RODEWAY INN ALAMOSA ALAMOSA CO		89.00
			FOLIO #0788835991		
02/06	02/06	5543286165YQT6GSK	TST*THE BOOT GRILL LOVELAND CO		80.05
02/07	02/07	5543687174YN6MDNG	LOVELAND EMBASSY SUITE LOVELAND CO		196.46
			FOLIO #737837		
02/07	02/07	5543687174YN6MEV2	LOVELAND EMBASSY SUITE LOVELAND CO		692.00
			FOLIO #737875		
02/07	02/07	5543687174YN6ME24	LOVELAND EMBASSY SUITE LOVELAND CO		692.00
			FOLIO #737874		
02/11	02/11	51043231A1YD97G6E	PAYPAL *JONATHANRAN 4029357733 NC		430.00
02/12	02/12	82306981QLBXL5HFN	E GROUP INC 703-674-5455 VA		852.43
02/12	02/12	55432861B60120XNF	APPLE.COM/BILL 866-712-7753 CA		119.99
02/21	02/21	55432861L62G3FAGP	FLINN SCIENTIFIC INC 800-452-1261 IL		88.53
02/27	02/27	55432861S5V380NQJ	AMAZON MKTPL*JO2CK8ZH3 AMZN.COM/BILL WA		49.88
02/28	02/28	82305091V000WVJT9	AMAZON MARK* MJ9N61YN3 SEATTLE WA		243.66
			TOTAL \$3,623.00		
			SCOTT CARROLL / Sub Acct Ending In		

Transaction Summary For KATHERINE KERRIGAN
Sub Account Number Ending In

02/07	02/07	5526352176X7DZ4X5	SAFEWAY #2824 LEADVILLE CO		41.96
02/12	02/12	55263521Q71T90MFX	SAFEWAY #2824 LEADVILLE CO		48.24
			TOTAL \$90.20		
			KATHERINE KERRIGAN / Sub Acct Ending In		

Transaction Summary For TIMOTHY POWELL
Sub Account Number Ending In

02/06	02/06	554173415853XY3A2	LEADVILLE SHIPPING CO LEADVILLE CO		29.47
			TOTAL \$29.47		
			TIMOTHY POWELL / Sub Acct Ending In		

Transaction Summary For AMY PETERS
Sub Account Number Ending In

02/05	02/05	5543286155Y354NRV	STARBUCKS STORE 08626 GOLDEN CO		4.66
02/06	02/06	5544641151N0J3B5E	RIBBONS GALORE ROSEVILLE CA		171.95
02/06	02/06	5544641151N0J3B5N	RIBBONS GALORE ROSEVILLE CA		79.95
02/09	02/09	5543286185Z3RB0QW	AMAZON MKTPL*N08KK97D3 AMZN.COM/BILL WA		18.54
02/12	02/12	55263521Q71T90MG5	SAFEWAY #2824 LEADVILLE CO		69.09
02/12	02/12	82711161Q0001LV2K	SP SOCCER COMMAND WEST CHESTER PA		130.95
02/17	02/17	52653841GLPFKFS3H	SFD*ASPENHIGHSCHOOL202 3853740688 UT		379.00
02/17	02/17	52653841GLX2DTASX	SFD*ASPENHIGHSCHOOL202 3853740688 UT		421.00



Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
02/18	02/18	55263521J77DPEHTA	SAFEWAY #2824 LEADVILLE CO		31.72
02/18	02/18	57540241HLVBS4AWQ	EZCATER*SUBWAY 8004881803 MA		216.05
02/24	02/24	55263521R7D47T8Y9	SAFEWAY #2824 LEADVILLE CO		106.65
02/27	02/27	82305091S00124LGW	NFHSNETWOR* C6CF07647A CHAMBLEE GA		12.88
02/28	02/28	55436871W7JNL14AL	TRAVELODGE YAMPA CO		283.10
			FOLIO #27134134		
02/28	02/28	55436871W7JNL14AQ	TRAVELODGE YAMPA CO		283.10
			FOLIO #27134135		
02/28	02/28	55436871W7JNL145Z	TRAVELODGE YAMPA CO		283.10
			FOLIO #27134132		
02/28	02/28	55436871W7JNL147T	TRAVELODGE YAMPA CO		283.10
			FOLIO #27134137		
02/28	02/28	55436871W7JNL1480	TRAVELODGE YAMPA CO		283.10
			FOLIO #27134136		
02/28	02/28	55436871W7JNL149S	TRAVELODGE YAMPA CO		283.10
			FOLIO #27134133		
			TOTAL \$3,341.04		
			AMY PETERS / Sub Acct Ending In		

Transaction Summary For KATHLEEN FITZSIMMONS
Sub Account Number Ending In

02/05	02/05	5543286145XYEVVWQ	IN *AMERICAN BIOIDENTI 303-5895240 CO		224.00
02/06	02/06	5545885160N13YPJ7	CBI ONLINE DENVER CO		6.00
02/13	02/13	12302021Q004ZHVP1	INDEED USI25-00720722 AUSTIN TX		520.93
02/14	02/14	55458851E0NSFGWRH	CBI ONLINE DENVER CO		6.00
02/14	02/14	55458851E0NSFGWTO	CBI ONLINE DENVER CO		6.00
02/16	02/16	82117551F0007FFVM	WWW.TAX1099.COM FAYETTEVILLE AR		351.06
02/16	02/16	82117551F0007GZY8	WWW.TAX1099.COM FAYETTEVILLE AR		1.00
02/17	02/17	82117551H0002A7H7	WWW.TAX1099.COM FAYETTEVILLE AR	0.61	
02/21	02/21	12302021L002592A3	INDEED USI25-00791350 AUSTIN TX		510.26
02/25	02/25	12302021R002Z3KH0	INDEED USI25-00823731 AUSTIN TX		501.91
02/26	02/26	82117551S0000XTRG	WWW.TAX1099.COM FAYETTEVILLE AR		1.25
02/28	02/28	12302021V01VYDMR3	INDEED USI25-00864663 AUSTIN TX		501.49
03/02	03/02	12302021X01S2WRP1	INDEED USI25-01133448 AUSTIN TX		111.71
			TOTAL \$2,741.00		
			KATHLEEN FITZSIMMONS / Sub Acct Ending In		

Transaction Summary For RENA SANCHEZ
Sub Account Number Ending In

02/28	02/28	12302021V01Z7T1JG	AFP*COLORADO ASBO FORT COLLIINS CO		600.00
			TOTAL \$600.00		
			RENA SANCHEZ / Sub Acct Ending In		

Transaction Summary For CHERYL TALBOT
Sub Account Number Ending In

02/03	02/04	8230509130006TFXK	SP HC-EDUCATION DENVER CO		30.00
02/04	02/04	0543684142X68M5QK	WALMART.COM 8009256278 BENTONVILLE AR		44.33
02/13	02/13	55432861Q609HFZ3B	WWW.COSTCO.COM 800-955-2292 WA		35.09
02/14	02/14	55480771D26RAWGR8	DENVER POST CMTY FOUND DENVER CO		35.00
02/18	02/18	75265861J6N6JARS9	OTC BRANDS *OTC BRAND OMAHA NE		72.02
02/19	02/19	55436871K3G7HT2HZ	PESI EAU CLAIRE WI		105.83
02/20	02/20	05314611L00BL5SDL	HIGH MOUNTAIN PIES LEADVILLE CO		147.00
02/21	02/21	55432861M62TR87NH	TST*CITY ON A HILL - L LEADVILLE CO		100.00
02/21	02/21	05436841L8PKFX2RK	PY *SILVER LLAMA LEADVILLE CO		72.00
			TOTAL \$641.27		
			CHERYL TALBOT / Sub Acct Ending In		

Check Date 02/01/25 - 02/28/25

Vendor Detail Report

FMVEN10A

Vendor	Check Key	Check Date	Invoice No	Po No	Description	Account No	Amount
401 (K) VOL. INVESTMENT PLAN		175					
	0100639593	02/28/25	02-28-2025_4		2/401K	5-10-000-00-0000-7477-000-000000	4,631.71
					Check Total		4,631.71
					Vendor Total		4,631.71
A&E TIRE		5169					
	0100103788	02/21/25	25-0655111-081	250438	QUOTE #25-0655111-081 TIRES FOR SUBURBA	5-10-720-27-2700-0431-000-000000	959.80
					Check Total		959.80
					Vendor Total		959.80
ACORN PETROLEUM, INC.		270					
	0100103789	02/21/25	CL17350		2/1-2/15 / FUEL	5-10-720-27-2700-0626-000-000000	2,891.75
	0100103789	02/21/25	CL17350		2/1-2/15 / FUEL BUS 2 50%	5-22-101-01-2100-0510-000-007287	83.80
	0100103789	02/21/25	CL17350		2/1-2/15 / FUEL BUS 2 50%	5-22-100-00-2100-0510-000-008287	83.81
	0100103789	02/21/25	CL17350		2/1-2/15 / FUEL	5-10-710-26-2600-0626-000-000000	373.83
					Check Total		3,433.19
					Vendor Total		3,433.19
AFSCME COUNCIL 976		257					
	0100103833	02/26/25	26-FEB-25		PAYROLL LIABILITIES	5-21-000-00-0000-7421-000-000000	174.00
					Check Total		174.00
					Vendor Total		174.00
ALISON RUDY		38725					
	0100103755	02/06/25	02-03-2025_27		REIMBURSE SUBSTITUTE LICENSE FEE	5-10-601-23-2391-0585-000-000000	62.40
					Check Total		62.40
					Vendor Total		62.40

Check Date 02/01/25 - 02/28/25

Vendor Detail Report

FMVEN10A

Vendor	Check Key	Check Date	Invoice No	Po No	Description	Account No	Amount
AMAZON.COM		4304					
	0100103756	02/06/25	1C3M-X6RQ-XF3L	250415	SHARED PREK-2 SUPPLIES	5-10-100-10-0010-0610-000-000000	38.80
	0100103756	02/06/25	1C3M-X6RQ-XF3L	250415		5-19-971-00-0040-0610-000-003897	6.74
	0100103756	02/06/25	1J4Q-VMCY-4JVM	250419	MLC SUPPLY	5-22-602-00-0090-0610-000-001207	92.47
	0100103756	02/06/25	1C3M-X6RQ-XF3L	250415		5-27-971-24-3330-0610-000-008600	17.53
	0100103756	02/06/25	1DFH-QF94-DY3Q	250430	RITACCO SUPPLY	5-10-100-10-1310-0610-000-000000	48.45
	0100103756	02/06/25	16DN-RJL1-DY6R	250423	EHS SUPPLY	5-27-971-01-3330-0610-000-008600	454.43
	0100103756	02/06/25	1JP9-J17P-6TKY	250417	PLEASE SEE ONLINE ORDER #111-4167752-835	5-22-602-00-0090-0610-000-003276	542.00
	0100103756	02/06/25	1VJL-9M74-1HYX	250416		5-19-971-00-0040-0610-000-003897	64.00
	0100103756	02/06/25	1VJL-9M74-1HYX	250416	HEALTH SUPPLIES	5-26-971-33-3310-0610-000-000000	25.59
	0100103756	02/06/25	1VJL-9M74-1HYX	250416		5-27-971-24-3330-0610-000-008600	166.39
	0100103756	02/06/25	11YP-WHXG-FPXF	250401	RECHARGEABLE WHITE NOISE MACHINE	5-10-302-10-0060-0610-000-000000	26.98
	0100103756	02/06/25	11YP-WHXG-FPXF	250401	TITAN FITNESS OLYMPIC 2IN HEX TRAP BAR,	5-10-302-10-0060-0730-000-000000	142.32
	0100103756	02/06/25	1RKM-Y64Y-1NG3	250410	EMERGENCY MEDICAL RESPONDER: FIRST ON SC	5-10-302-10-0060-0640-000-000000	159.71
	0100103756	02/06/25	1D6G-V9VW-3WVX	250421	PROGRAM SUPPLIES	5-19-971-00-0040-0610-000-003141	60.46
	0100103756	02/06/25	1D6G-V9VW-3WVX	250421		5-19-971-00-0040-0610-000-003897	151.14
	0100103756	02/06/25	1D6G-V9VW-3WVX	250421		5-27-971-24-3330-0610-000-008600	392.97
	0100103756	02/06/25	1P3T-TTNL-D61K	250413	TINLADE 30 PCS THANK YOU GIFT BAGS WITH	5-10-301-14-1800-0610-000-000000	284.53
	0100103756	02/06/25	1P3T-TTNL-D61K	250413	KIT KAT MILK CHOCOLATE WAFFER CANDY BARS,	5-10-301-14-1885-0610-000-000000	651.84
	0100103756	02/06/25	1QNC-7JTT-49PT	250415		5-27-971-24-3330-0610-000-008600	79.31
	0100103756	02/06/25	1QNC-7JTT-49PT	250415		5-26-971-33-3310-0610-000-000000	12.20
	0100103756	02/06/25	1QNC-7JTT-49PT	250415		5-19-971-00-0040-0610-000-003897	30.51
	0100103756	02/06/25	1QNC-7JTT-49PT	250415	SHARED PREK-2 SUPPLIES	5-10-100-10-0010-0610-000-000000	175.60
	0100103756	02/06/25	1F7C-YVFH-GWMG	250431	PLEASE SEE ONLINE ORDER #111-4710744-618	5-10-101-20-2122-0610-000-000000	36.98
	0100103756	02/06/25	1P39-7VY4-3VDF	250422	FAMILY ACTIVITY SUPPLY	5-19-971-00-0040-0610-000-003141	749.62
	0100103756	02/06/25	1P39-7VY4-3VDF	250422		5-27-971-24-3330-0610-000-008600	749.63
	0100103756	02/06/25	1C3M-X6RQ-XF3L	250415		5-26-971-33-3310-0610-000-000000	2.70
Check Total							5,162.90
	0100103790	02/21/25	1K9R-M4CW-3NLV	250405	S&E TEACHERS EDITION COLORED PENCILS 240	5-10-301-10-1310-0610-000-000000	123.41
	0100103790	02/21/25	1WD7-LT6R-CTDM	250433	NURSE SUPPLY	5-10-602-20-2130-0610-000-000000	251.38
	0100103790	02/21/25	11Q7-7NC6-4XHW	250442	CKEEP UNCUT KINESIOLOGY TAPE (2 ROLLS),	5-10-301-14-1800-0610-000-000000	39.96
	0100103790	02/21/25	1KRH-MJTW-4JPG	250445	PLEASE SEE ONLINE ORDER #111-4282835-816	5-22-602-00-0090-0610-000-003276	19.48
	0100103790	02/21/25	1CTM-XDC9-1PRJ	250439	PLEASE SEE ONLINE ORDER #111-9411217-306	5-10-101-20-2122-0610-000-000000	21.19
	0100103790	02/21/25	1H3J-TG3Y-1V41	250441		5-10-100-24-2410-0610-000-000000	20.88
	0100103790	02/21/25	1H3J-TG3Y-1V41	250441	MARISSA/LOVELY ITEMS	5-10-100-10-0010-0610-000-000000	17.98
	0100103790	02/21/25	139X-N1KV-FJDR	250432	ITEMS FOR RAPKE	5-10-100-10-0010-0610-000-000000	46.65

Check Date 02/01/25 - 02/28/25

Vendor Detail Report

FMVEN10A

Vendor	Check Key	Check Date	Invoice No	Po No	Description	Account No	Amount
AMAZON.COM		4304					
	0100103790	02/21/25	1V33-J1LH-HXG4	250429	SUPPLIES	5-10-100-24-2410-0610-000-000000	43.70
	0100103790	02/21/25	14C4-HXYR-3RVF	250446	4 PACK VOLLEYBALLS	5-22-602-00-0090-0610-000-001207	117.33
	0100103790	02/21/25	1C91-PGMT-C4W9	250437	MAINTENANCE REPAIR	5-10-710-26-2600-0430-000-000000	33.33
	0100103790	02/21/25	11KK-1XLG-3QNY	250406	EHS SUPPLY	5-27-971-01-3330-0610-000-008600	515.33
	0100103790	02/21/25	1RNG-67NL-3K7H	250406	EHS SUPPLY	5-27-971-01-3330-0610-000-008600	1,092.89
	0100103790	02/21/25	1LFV-NDVV-D1YD	250406	EHS SUPPLY	5-27-971-01-3330-0610-000-008600	-19.74
	0100103790	02/21/25	1V33-J1LH-HXG4	250429	TEACHER SUPPLY/RITACCO	5-10-100-10-0010-0610-000-000000	222.16
	0100103790	02/21/25	1V33-J1LH-HXG4	250429		5-10-100-10-1310-0610-000-000000	66.56
					Check Total		2,612.49
	0100103841	02/28/25	1QRQ-QXQ4-CKPR	250451	PLEASE SEE ONLINE ORDER #111-8282543-324	5-10-101-20-2122-0610-000-000000	23.95
	0100103841	02/28/25	13YJ-PGNY-6JYW	250459	PLEASE SEE ONLINE ORDER #1114812804-1847	5-10-101-10-1250-0430-000-000000	38.85
	0100103841	02/28/25	1FJM-Q6TP-7JXN	250460	MAINTENANCE REPAIR	5-10-710-26-2600-0430-000-000000	147.92
	0100103841	02/28/25	1LFV-NDVV-CLF6	250436	PK PROGRAM SUPPLY	5-19-971-00-0040-0610-000-003141	109.25
	0100103841	02/28/25	1MCX-XHNQ-R9DG	250452	TECH SUPPLIES	5-10-602-20-2290-0610-000-000000	181.36
	0100103841	02/28/25	1LFV-NDVV-CLF6	250436		5-27-971-25-3330-0610-000-008600	300.41
	0100103841	02/28/25	1CXK-MP49-9PQM	250457	PAPER MATE SHARPWRITER MECHANICAL PENCIL	5-10-302-10-0060-0610-000-000000	150.64
	0100103841	02/28/25	1CXK-MP49-9PQM	250457	LOVEPEA RAINBOW WINDOW PRIVACY FILM 29.5	5-22-602-00-2100-0610-000-003192	39.95
	0100103841	02/28/25	1LFV-NDVV-CLF6	250436		5-19-971-00-0040-0610-000-003897	136.55
					Check Total		1,128.88
					Vendor Total		8,904.27
AMERICAN FIDELITY ASSURANCE		3685					
	0100103834	02/26/25	26-FEB-25		PAYROLL LIABILITIES	5-27-000-00-0000-7421-000-000000	316.44
	0100103834	02/26/25	26-FEB-25		PAYROLL LIABILITIES	5-21-000-00-0000-7421-000-000000	685.73
	0100103834	02/26/25	26-FEB-25		PAYROLL LIABILITIES	5-10-000-00-0000-7421-000-000000	710.22
	0100103834	02/26/25	26-FEB-25		PAYROLL LIABILITIES	5-22-000-00-0000-7421-000-000000	40.90
	0100103834	02/26/25	26-FEB-25		PAYROLL LIABILITIES	5-21-000-00-0000-7421-000-000000	71.22
	0100103834	02/26/25	26-FEB-25		PAYROLL LIABILITIES	5-19-000-00-0000-7421-000-000000	356.27
	0100103834	02/26/25	26-FEB-25		PAYROLL LIABILITIES	5-10-000-00-0000-7421-000-000000	4,626.19
	0100103834	02/26/25	26-FEB-25		PAYROLL LIABILITIES	5-22-000-00-0000-7421-000-000000	361.39
	0100103834	02/26/25	26-FEB-25		PAYROLL LIABILITIES	5-26-000-00-0000-7421-000-000000	8.26
					Check Total		7,176.62
					Vendor Total		7,176.62
ANTHEM LIFE INSURANCE CO.		398					
	0100103835	02/26/25	26-FEB-25		PAYROLL LIABILITIES	5-10-000-00-0000-7421-000-000000	171.38
					Check Total		171.38
					Vendor Total		171.38

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APRYLL BEGAYE		42714					
	0100103791	02/21/25	02-10-2025_8		SUB CUSTODIAN 1/15-16 1/20-21	5-10-101-26-2600-0110-608-000000	268.00
						Check Total	268.00
						Vendor Total	268.00
ARBITER PAY TRUST ACCOUNT		26476					
	0100103823	02/21/25	02-20-2025_5		FY25-ACCT 1452113174-HS G SOCCER OFF	5-10-301-14-1826-0391-000-000000	3,000.00
						Check Total	3,000.00
						Vendor Total	3,000.00
ASAP SNOW PLOWING		41483					
	0100103842	02/28/25	02-21-2025_5		2/8 2/14 SNOWPLOWING	5-10-710-26-2600-0300-000-000000	1,868.75
						Check Total	1,868.75
						Vendor Total	1,868.75
BIGHORN HARDWARE		93					
	0100103757	02/06/25	02-03-2025_14		MAINTENANCE REPAIR	5-10-710-26-2600-0430-000-000000	375.03
	0100103757	02/06/25	02-03-2025_14		MAINTENANCE SUPPLY	5-10-710-26-2600-0610-000-000000	543.13
						Check Total	918.16
						Vendor Total	918.16
BORENSTEIN AND ASSOCIATES LLC		42420					
	0100103836	02/26/25	26-FEB-25		PAYROLL LIABILITIES	5-10-000-00-0000-7421-000-000000	449.27
						Check Total	449.27
						Vendor Total	449.27
CAPLAN & EARNEST, LLC.		3779					
	0100103792	02/21/25	219300		1/CHARGES ACCT ID 11842-06	5-10-602-10-0090-0300-000-000000	1,809.50
						Check Total	1,809.50
						Vendor Total	1,809.50

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CDW GOVERNMENT, INC.		1564					
	0100103793	02/21/25	ZR00611957	250261	ESTIMATE # 0068895	5-10-602-20-2290-0612-000-000000	3,150.00
					Check Total		3,150.00
	0100103843	02/28/25	ZR00518642		ADDTL GOOGLE WRKSPC LIC CUST#6861363	5-10-602-20-2290-0612-000-000000	556.07
	0100103843	02/28/25	ZR00529835		ADDTL GOOGLE WRKSPC LIC CUST#6861363	5-10-602-20-2290-0612-000-000000	72.40
					Check Total		628.47
					Vendor Total		3,778.47
CENTURYLINK		2139					
	0100103794	02/21/25	02-10-2025_35		2/CHARGES ACCT 333591424	5-10-602-10-0090-0531-000-000000	81.59
	0100103794	02/21/25	02-10-2025_36		2/CHARGES ACCT 334153508	5-10-602-10-0090-0531-000-000000	93.96
	0100103794	02/21/25	02-10-2025_33		2/CHARGES ACCT 333927546	5-10-602-10-0090-0531-000-000000	85.55
	0100103794	02/21/25	02-10-2025_37		2/CHARGES ACCT 333667499	5-10-602-10-0090-0531-000-000000	1,073.36
	0100103794	02/21/25	02-10-2025_34		2/CHARGES ACCT 334086972	5-10-602-10-0090-0531-000-000000	267.08
					Check Total		1,601.54
					Vendor Total		1,601.54
CHSAA		7					
	0100103758	02/06/25	25-1334		FY25 E SPORTS PARTICIPATION FEE	5-10-301-14-1800-0810-000-000000	161.00
					Check Total		161.00
					Vendor Total		161.00
CINDY RITACCO		39802					
	0100103844	02/28/25	02-21-2025_12		REIMBURSE CLASSROOM SUPPLY	5-10-100-10-0010-0610-000-000000	4.99
					Check Total		4.99
					Vendor Total		4.99
COLO. DEPT. OF REVENUE		100					
	0100639591	02/28/25	02-28-2025_2		2/SIT	5-10-000-00-0000-7471-000-000000	26,042.00
					Check Total		26,042.00
					Vendor Total		26,042.00
COLORADO APPRAISAL CONSULTANTS INC		42730					
	0100103824	02/21/25	1711	250461	I#1711 RESTRICTED APPRAISAL REPORT	5-10-602-00-2518-0300-000-000000	7,450.00
					Check Total		7,450.00
					Vendor Total		7,450.00

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COLORADO MOUNTAIN COLLEGE		877					
	0100103825	02/21/25	02-20-2025_13		SPRING 25 TUITION ACCT 0016057	5-27-971-25-3330-0320-000-008600	1,474.00
					Check Total		1,474.00
					Vendor Total		1,474.00
COMMUNITY BANKS OF COLORADO		110					
	0100639590	02/28/25	02-28-2025_1		2/PAYROLL	5-10-000-00-0000-8102-000-000000	600,000.00
					Check Total		600,000.00
					Vendor Total		600,000.00
COMPUTERSHARE TRUST COMPANY, N.A		2437					
	0100103759	02/06/25	2412336		ACCT 15608700 CUSTODIAN FEE	5-10-602-10-0090-0300-000-000000	600.00
	0100103759	02/06/25	2412359		ACCT 15608700 PAYING AGENT FEE	5-10-602-10-0090-0300-000-000000	750.00
					Check Total		1,350.00
					Vendor Total		1,350.00
CORPORATE TRANSLATION SERVICES, INC		32441					
	0100103760	02/06/25	290023		12/PHONE TRANSLATION	5-10-602-10-0090-0300-000-000000	179.62
	0100103760	02/06/25	292642		1/PHONE TRANSLATION	5-10-602-10-0090-0300-000-000000	51.30
					Check Total		230.92
					Vendor Total		230.92
CREDIT ACCEPTANCE CORPORATION		41831					
	0100103837	02/26/25	26-FEB-25		PAYROLL LIABILITIES	5-10-000-00-0000-7421-000-000000	206.00
					Check Total		206.00
					Vendor Total		206.00
CURRICULUM ASSOCIATES		4399					
	0100103845	02/28/25	90879093	250450	PHONICS FOR READING 2025 LEVEL B TEACHER	5-10-101-10-0010-0640-000-000000	100.80
					Check Total		100.80
					Vendor Total		100.80
DALE CRITCHLEY		42692					
	0100103795	02/21/25	02-10-2025_1		REIMBURSE SUB LICENSE FEE	5-10-601-23-2391-0585-000-000000	62.40
					Check Total		62.40
					Vendor Total		62.40

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DAN HANNEMAN		41866					
	0100103846	02/28/25	02-21-2025_8		REIMBURSE DOT PHYSICAL	5-10-720-27-2700-0300-000-000000	187.00
					Check Total		187.00
					Vendor Total		187.00
DEL NORTE HIGH SCHOOL		30309					
	0100103761	02/06/25	02-03-2025_11		2/1/25 GIRLS X 5 WRESTLING ENTRY FEE	5-10-301-14-1800-0584-000-000000	125.00
					Check Total		125.00
					Vendor Total		125.00
DUNCAN'S HEATING AND COOLING INC		32891					
	0100103826	02/21/25	02202025_1	250195	REPLACE FREEZER AT OLD DO	5-10-710-26-2600-0300-000-000000	16,386.00
					Check Total		16,386.00
	0100103847	02/28/25	02-21-2025_9		MAINTENANCE REPAIR-PITTS MOTOR	5-10-710-26-2600-0430-000-000000	250.00
	0100103847	02/28/25	02-21-2025_10		BOILER REPAIR 107 SPRUCE	5-10-710-26-2600-0300-000-000000	575.00
					Check Total		825.00
					Vendor Total		17,211.00
DURAN & LUCERO, INC.		1149					
	0100103796	02/21/25	290099		PLOW REPAIR	5-10-710-26-2600-0300-000-000000	837.17
					Check Total		837.17
					Vendor Total		837.17
EAGLE VALLEY HIGH SCHOOL		1144					
	0100103827	02/21/25	02-20-2025_1		4/5 HS TRACK ENTRY FEE	5-10-301-14-1800-0584-000-000000	250.00
					Check Total		250.00
					Vendor Total		250.00
FLEX ACCOUNT ADMINISTRATION AMERICA		3686					
	0100103838	02/26/25	26-FEB-25		PAYROLL LIABILITIES	5-22-000-00-0000-7421-000-000000	.64
	0100103838	02/26/25	26-FEB-25		PAYROLL LIABILITIES	5-21-000-00-0000-7421-000-000000	66.66
	0100103838	02/26/25	26-FEB-25		PAYROLL LIABILITIES	5-10-000-00-0000-7421-000-000000	2,956.36
	0100103838	02/26/25	26-FEB-25		PAYROLL LIABILITIES	5-19-000-00-0000-7421-000-000000	20.54
	0100103838	02/26/25	26-FEB-25		PAYROLL LIABILITIES	5-26-000-00-0000-7421-000-000000	.73
	0100103838	02/26/25	26-FEB-25		PAYROLL LIABILITIES	5-27-000-00-0000-7421-000-000000	33.23
					Check Total		3,078.16
					Vendor Total		3,078.16

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FULL CIRCLE		1525					
	0100103762	02/06/25	FE11/24		11 & 12 / CONTRACTED EHS HOME VISITOR	5-27-971-01-3330-0300-000-008600	5,785.00
					Check Total		5,785.00
					Vendor Total		5,785.00
FUNME EVENTS		27529					
	0100103797	02/21/25	120		ELITCHES 1ST PMT-\$10@150 PEOPLE	5-10-301-10-1310-0610-000-000000	1,500.00
					Check Total		1,500.00
					Vendor Total		1,500.00
GHL PROPERTY SERVICES LLC		42048					
	0100103754	02/06/25	23236		LOST CHECK REISSUE	5-10-602-10-0090-0300-000-000000	4,167.96
					Check Total		4,167.96
					Vendor Total		4,167.96
GRAINGER		3709					
	0100103763	02/06/25	938939071		MAINTENANCE REPAIR	5-10-710-26-2600-0430-000-000000	277.45
	0100103763	02/06/25	9386474838		MAINTENANCE REPAIR LCIS	5-10-710-26-2600-0430-000-000000	60.60
	0100103763	02/06/25	9371912008		MAINTENANCE REPAIR	5-10-710-26-2600-0430-000-000000	407.14
	0100103763	02/06/25	9373213306		MAINTENANCE REPAIR	5-10-710-26-2600-0430-000-000000	152.28
					Check Total		897.47
	0100103848	02/28/25	9396372006	250435	MAINTENANCE REPAIR	5-10-710-26-2600-0430-000-000000	1,326.16
	0100103848	02/28/25	9411191928		MAINTENANCE REPAIR	5-10-710-26-2600-0430-000-000000	182.10
	0100103848	02/28/25	9397229296		MAINTENANCE REPAIR	5-10-710-26-2600-0430-000-000000	223.61
					Check Total		1,731.87
					Vendor Total		2,629.34
GRAND JUNCTION HIGH SCHOOL		2459					
	0100103849	02/28/25	02-21-2025_16		2/22 KNOWLEDGE BOWL REG FEE	5-10-301-14-1800-0584-000-000000	35.00
					Check Total		35.00
					Vendor Total		35.00
GREAT KIDS, INC		37613					
	0100103764	02/06/25	20478A	250395	DELUXE FAMILY STRENGTHENING PACKAGE / EN	5-27-971-24-3330-0320-000-008600	936.00
	0100103764	02/06/25	20478	250395	DELUXE FAMILY STRENGTHENING PACKAGE / EN	5-27-971-01-3330-0320-000-008600	2,665.00
					Check Total		3,601.00
					Vendor Total		3,601.00

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HERALD DEMOCRAT		60					
	0100103765	02/06/25	02-03-2025_31		1/CHARGES ACCT 38171	5-10-601-23-2391-0540-000-000000	365.00
					Check Total		365.00
	0100103850	02/28/25	402079		2/CHARGES ACCT 38171	5-10-601-23-2391-0540-000-000000	110.00
					Check Total		110.00
					Vendor Total		475.00
HIGH ALTITUDE LUBE & TIRE		42609					
	0100103798	02/21/25	8368		MOUNT TIRE ON SUB 8	5-10-720-27-2700-0431-000-000000	154.00
					Check Total		154.00
					Vendor Total		154.00
HORACE MANN LIFE INSURANCE CO.		211					
	0100103839	02/26/25	26-FEB-25		PAYROLL LIABILITIES	5-10-000-00-0000-7421-000-000000	287.62
					Check Total		287.62
					Vendor Total		287.62
IML SECURITY SUPPLY		42579					
	0100103766	02/06/25	4401108		MAINTENANCE REPAIR	5-10-710-26-2600-0430-000-000000	279.96
					Check Total		279.96
	0100103851	02/28/25	4438990		MAINTENANCE REPAIR	5-10-710-26-2600-0430-000-000000	198.95
					Check Total		198.95
					Vendor Total		478.91
INTERNAL REVENUE SERVICE		838					
	0100639592	02/28/25	02-28-2025_3		2/FIT	5-10-000-00-0000-7472-000-000000	43,181.14
	0100639592	02/28/25	02-28-2025_3		2/FIT	5-10-000-00-0000-7428-000-000000	22,577.80
					Check Total		65,758.94
					Vendor Total		65,758.94
JAMES POLLOCK		25852					
	0100103799	02/21/25	02-10-2025_14		FOOD REIMBURSEMENT	5-10-720-27-2700-0690-000-000000	38.35
	0100103799	02/21/25	02-10-2025_6		SHOE REIMBURSEMENT	5-10-720-27-2700-0610-000-000000	90.21
					Check Total		128.56
					Vendor Total		128.56

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JOYCE LACOME		5738					
	0100103800	02/21/25	02-10-2025_3		REIMBURSE FOOD EXPENSE	5-10-720-27-2700-0690-000-000000	92.84
	0100103800	02/21/25	02-10-2025_3		REIMBURSE TRANSPORTATION SUPPLY	5-10-720-27-2700-0610-000-000000	9.35
					Check Total		102.19
					Vendor Total		102.19
JUSTINE MILLINGTON		39780					
	0100103801	02/21/25	02-10-2025_16		FOOD REIMBURSEMENT	5-10-720-27-2700-0690-000-000000	112.95
					Check Total		112.95
					Vendor Total		112.95
KATHERINE KERRIGAN		4390					
	0100103767	02/06/25	02-03-2025_1		REIM HOLIDAY STAFF PARTY- LIFETIME DON	5-10-602-10-0090-0610-000-000000	166.35
					Check Total		166.35
					Vendor Total		166.35
KAYLEE ALDAZ		458					
	0100103768	02/06/25	02-03-2025_13		REIMBURSE VOLLEYBALL COACHING EXP	5-10-301-14-1832-0610-000-000000	129.99
					Check Total		129.99
					Vendor Total		129.99
KONICA MINOLTA		2292					
	0100103802	02/21/25	46470520		1/DISTRICT COPIERS	5-19-971-00-0040-0330-000-003897	267.22
	0100103802	02/21/25	46470520		1/DISTRICT COPIERS	5-10-602-10-0090-0330-000-000000	8,581.93
	0100103802	02/21/25	46470520		1/DISTRICT COPIERS	5-19-971-00-0040-0610-000-003141	213.78
	0100103802	02/21/25	46470520		1/DISTRICT COPIERS	5-27-971-01-3330-0330-000-008600	53.44
	0100103802	02/21/25	46470520		1/DISTRICT COPIERS	5-27-971-24-3330-0330-000-008600	534.44
					Check Total		9,650.81
					Vendor Total		9,650.81
KRISTEN GEESAMAN		42633					
	0100103769	02/06/25	2	250391	COUNSELOR MENTOR FOR LCHS - COUNSELOR CO	5-22-301-00-0030-0300-000-003192	125.00
					Check Total		125.00
					Vendor Total		125.00

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LAKESHORE LEARNING MATERIALS		4237					
	0100103770	02/06/25	90130601	250414		5-19-971-00-0040-0610-000-003897	108.63
	0100103770	02/06/25	90130601	250414	QUOTE B107582 FAMILY ENGAGEMENT SUPPLIE	5-26-971-33-3310-0610-000-000000	43.45
	0100103770	02/06/25	90130601	250414		5-27-971-24-3330-0610-000-008600	282.44
						Check Total	434.52
	0100103803	02/21/25	90178215	250424	QUOTE B107829 - OUTDOOR CLASSROOM SUPP	5-19-971-00-0040-0610-000-003141	1,911.87
	0100103803	02/21/25	90178215	250424		5-27-971-24-3330-0610-000-008600	1,911.88
						Check Total	3,823.75
						Vendor Total	4,258.27
LAUREN BISSANETTE		10197					
	0100103804	02/21/25	02-10-2025_20		REIMBURSE FUEL EXPENSE	5-22-602-01-2100-0510-000-001232	60.02
						Check Total	60.02
						Vendor Total	60.02
LCEA		20214					
	0100103840	02/26/25	26-FEB-25		PAYROLL LIABILITIES	5-10-000-00-0000-7421-000-000000	3,654.32
	0100103840	02/26/25	26-FEB-25		PAYROLL LIABILITIES	5-22-000-00-0000-7421-000-000000	254.15
	0100103840	02/26/25	26-FEB-25		PAYROLL LIABILITIES	5-26-000-00-0000-7421-000-000000	6.00
	0100103840	02/26/25	26-FEB-25		PAYROLL LIABILITIES	5-27-000-00-0000-7421-000-000000	294.99
	0100103840	02/26/25	26-FEB-25		PAYROLL LIABILITIES	5-21-000-00-0000-7421-000-000000	1.03
	0100103840	02/26/25	26-FEB-25		PAYROLL LIABILITIES	5-19-000-00-0000-7421-000-000000	264.46
						Check Total	4,474.95
						Vendor Total	4,474.95
LCSD ATHLETICS		37095					
	0100103771	02/06/25	02-03-2025_29		HS GOLF REGINALS TRAVEL EXPENSE	5-10-301-14-1800-0580-000-000000	387.25
						Check Total	387.25
						Vendor Total	387.25

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Vendor Detail Report

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Vendor	Check Key	Check Date	Invoice No	Po No	Description	Account No	Amount
LIONS CLUB		3360					
	0100103805	02/21/25	02-10-2025_19		FOOD CARD FOR LCIS COOKING CLUB	5-22-602-00-0090-0610-000-001207	100.00
					Check Total		100.00
	0100103806	02/21/25	02-10-2025_17		FOOD CARD FOR LCHS COOKING CLUB	5-22-602-00-0090-0610-000-001207	100.00
					Check Total		100.00
	0100103807	02/21/25	02-10-2025_18		FOOD CARD FOR LCHS COOKING CLUB	5-22-602-00-0090-0610-000-001207	100.00
					Check Total		100.00
					Vendor Total		300.00
LYONS GADDIS,P.C.		39039					
	0100103808	02/21/25	31		1/CHARGES ACCT 19221.0000	5-10-602-10-0090-0300-000-000000	645.50
					Check Total		645.50
					Vendor Total		645.50
MARIA ANTONIETA LIZARDO		17922					
	0100103852	02/28/25	02-21-2025_13		1/11-2/10 FOOD SERVICE MILEAGE REIMB	5-21-740-31-3100-0580-000-000000	78.18
					Check Total		78.18
					Vendor Total		78.18
MARISSA MARTINEZ		21768					
	0100103809	02/21/25	02-10-2025_9		REIMBURSE CLASSROOM SUPPLY	5-19-971-00-0040-0610-000-003141	3.72
	0100103809	02/21/25	02-10-2025_9		REIMBURSE CLASSROOM SUPPLY	5-27-971-25-3330-0610-000-008600	10.24
	0100103809	02/21/25	02-10-2025_9		REIMBURSE CLASSROOM SUPPLY	5-19-971-00-0040-0610-000-003897	4.65
	0100103809	02/21/25	02-10-2025_9		REIMBURSE CLASSROOM SUPPLY	5-10-100-10-0010-0610-000-000000	26.78
					Check Total		45.39
					Vendor Total		45.39
MCI		2960					
	0100103772	02/06/25	02-03-2025_20		1/LONG DISTANCE FAX ACCT 08660958314	5-10-602-10-0090-0531-000-000000	90.04
					Check Total		90.04
	0100103853	02/28/25	02-21-2025_17		2/ ACCT 6P603161	5-10-602-10-0090-0531-000-000000	40.72
					Check Total		40.72
					Vendor Total		130.76

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Vendor Detail Report

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Vendor	Check Key	Check Date	Invoice No	Po No	Description	Account No	Amount
MCMAHAN AND ASSOCIATES, L.L.C		38245					
	0100103854	02/28/25	19412		FY24 AUDIT - FINAL	5-10-602-10-0090-0300-000-000000	10,256.00
					Check Total		10,256.00
					Vendor Total		10,256.00
MEADOW GOLD DAIRIES		1343					
	0100103773	02/06/25	02-03-2025_19		1/MEADOWGOLD MILK ACCT 1052668	5-21-740-31-3100-0631-000-000000	2,447.22
					Check Total		2,447.22
					Vendor Total		2,447.22
MELISSA VILLARREAL		42706					
	0100103810	02/21/25	02-10-2025_15		FOOD REIMBURSEMENT	5-10-720-27-2700-0690-000-000000	46.38
					Check Total		46.38
					Vendor Total		46.38
MIDWEST CONNECT		6408					
	0100103774	02/06/25	728008		POSTAGE MACHINE INK CARTRIDGE	5-10-602-10-0090-0533-000-000000	256.29
					Check Total		256.29
					Vendor Total		256.29
N.SUSAN HAMMERTON		38180					
	0100103811	02/21/25	02-10-2025_11		1/28 2/5 INTERPREATATION	5-10-602-10-0090-0300-000-000000	52.50
					Check Total		52.50
					Vendor Total		52.50
O'REILLY AUTOMOTIVE, INC		27090					
	0100103775	02/06/25	02-03-2025_28		BUS REPAIR	5-10-720-27-2700-0430-000-000000	98.34
	0100103775	02/06/25	02-03-2025_28		MAINTENANCE SUPPLY	5-10-710-26-2600-0610-000-000000	13.99
	0100103775	02/06/25	02-03-2025_28		BUS BARN SUPPLIES	5-10-720-27-2700-0610-000-000000	105.04
	0100103775	02/06/25	02-03-2025_28		SUPPORT VEHICLE REPAIR	5-10-720-27-2700-0431-000-000000	246.51
	0100103775	02/06/25	02-03-2025_28		MAINTENANCE REPAIR	5-10-710-26-2600-0430-000-000000	11.26
					Check Total		475.14
					Vendor Total		475.14

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Vendor Detail Report

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Vendor	Check Key	Check Date	Invoice No	Po No	Description	Account No	Amount
PARKVILLE WATER DISTRICT	334						
	0100103855	02/28/25	02-21-2025_19		2/WATER 1265 ADMIN	5-10-710-26-2600-0411-000-000000	66.00
	0100103855	02/28/25	02-21-2025_26		2/WATER 1151 LCES	5-19-971-00-2600-0410-000-003897	23.16
	0100103855	02/28/25	02-21-2025_26		2/WATER 1151 LCES	5-27-971-02-3330-0620-000-008600	2.91
	0100103855	02/28/25	02-21-2025_26		2/WATER 1151 LCES	5-19-971-00-2600-0410-000-003141	20.26
	0100103855	02/28/25	02-21-2025_20		2/WATER 1264 BUS	5-10-710-26-2600-0411-000-000000	66.00
	0100103855	02/28/25	02-21-2025_21		2/WATER 1219 FOOTBALL	5-10-710-26-2600-0411-000-000000	82.60
					FIELD		
	0100103855	02/28/25	02-21-2025_22		2/WATER 1218 PRACTICE	5-10-710-26-2600-0411-000-000000	862.58
					FIELD		
	0100103855	02/28/25	02-21-2025_23		2/WATER 1217 LCHS	5-10-710-26-2600-0411-000-000000	358.51
	0100103855	02/28/25	02-21-2025_24		2/WATER 1216 LCIS	5-10-710-26-2600-0411-000-000000	588.94
	0100103855	02/28/25	02-21-2025_25		2/WATER 1206 PITTS	5-10-710-26-2600-0411-000-000000	228.14
	0100103855	02/28/25	02-21-2025_26		2/WATER 1151 LCES	5-10-710-26-2600-0411-000-000000	188.19
	0100103855	02/28/25	02-21-2025_26		2/WATER 1151 LCES	5-27-971-25-3330-0620-000-008600	55.01
					Check Total		2,542.30
					Vendor Total		2,542.30
PATRICK CADE	31127						
	0100103776	02/06/25	02-03-2025_12		REIMBURSE TRACK CLINIC EXP	5-10-301-14-1800-0320-000-000000	50.00
					Check Total		50.00
					Vendor Total		50.00
PERA	340						
	0100639594	02/28/25	02-28-2025_5		2/PERA	5-10-000-00-0000-7473-000-000000	255,250.63
					Check Total		255,250.63
					Vendor Total		255,250.63
PHEBE NICOLE CONDON	34649						
	0100103812	02/21/25	02-10-2025_30		SCIENCE SUPPLY REIM	5-10-301-10-1310-0610-000-000000	161.98
					Check Total		161.98
					Vendor Total		161.98
PHONEWARE	40070						
	0100103777	02/06/25	IN-8000832928599		2/LOCAL & LONG DISTANCE CARRIER	5-10-602-10-0090-0531-000-000000	715.45
					Check Total		715.45
					Vendor Total		715.45

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Vendor Detail Report

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Vendor	Check Key	Check Date	Invoice No	Po No	Description	Account No	Amount
PINNACOL ASSURANCE		454					
	0100103856	02/28/25	21974456		WORKERS COMP DEDUCTIBLE	5-10-602-28-2850-0521-000-000000	3,283.58
	0100103856	02/28/25	21974456		8TH OF 9/WORKERS COMP PREMIUM INSTLLMNTS	5-10-602-28-2850-0521-000-000000	11,899.00
					Check Total		15,182.58
					Vendor Total		15,182.58
PONDEROSA HIGH SCHOOL		41793					
	0100103828	02/21/25	02-20-2025_4		4/9 HS TRACK ENTRY FEE	5-10-301-14-1800-0584-000-000000	300.00
					Check Total		300.00
					Vendor Total		300.00
POSITIVE PROMOTIONS		1683					
	0100103857	02/28/25	07519281	250403	12 OZ COTTON NATURAL TOTE	5-27-971-01-3330-0610-000-008600	1,219.23
					Check Total		1,219.23
					Vendor Total		1,219.23
POSTMASTER		7456					
	0100103778	02/06/25	02-03-2025_30		1 ROLL FOREVER STAMPS	5-10-101-10-0010-0533-000-000000	73.00
					Check Total		73.00
					Vendor Total		73.00
PROCARE THERAPY		41041					
	0100103779	02/06/25	21127604		W/E 1/31/SCHOOL TELE- PSYCHOLOGIST	5-10-602-12-1700-0300-000-003130	524.90
					Check Total		524.90
	0100103813	02/21/25	21132785		W/E 2/7 / SCHOOL TELE- PSYCHOLOGIST	5-10-602-12-1700-0300-000-003130	236.21
					Check Total		236.21
	0100103829	02/21/25	21138738		W/E 2/14 / SCHOOL TELE- PSYCHOLOGIST	5-10-602-12-1700-0300-000-003130	367.43
					Check Total		367.43
					Vendor Total		1,128.54
PUEBLO CENTENNIAL HIGH SCHOOL		3158					
	0100103830	02/21/25	02-20-2025_3		3/22 HS TRACK ENTRY FEE	5-10-301-14-1800-0584-000-000000	300.00
					Check Total		300.00
					Vendor Total		300.00

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Vendor Detail Report

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Vendor	Check Key	Check Date	Invoice No	Po No	Description	Account No	Amount
PYE-BARKER FIRE & SAFETY, LLC		37060					
	0100103814	02/21/25	IV00380881		SEMI ANNUAL KITCHEN HOOD INSPECTIONS-PIT	5-10-710-26-2600-0300-000-000000	564.00
	0100103814	02/21/25	IV00380739		SEMI ANNUAL KITCHEN HOOD INSPECTIONS-LCH	5-10-710-26-2600-0300-000-000000	918.00
	0100103814	02/21/25	IV00380660		SEMI ANNUAL KITCHEN HOOD INSPECTIONS-LCI	5-10-710-26-2600-0300-000-000000	599.00
					Check Total		2,081.00
					Vendor Total		2,081.00
RALSTON VALLEY HIGH SCHOOL		41599					
	0100103831	02/21/25	02-20-2025_2		3/7 HS TRACK ENTRY FEE	5-10-301-14-1800-0584-000-000000	300.00
					Check Total		300.00
					Vendor Total		300.00
REALLY GREAT READING		36714					
	0100103858	02/28/25	52135	250440	HD WORD ONLINE - JAN - JUNE 25 SUBSCRIPT	5-10-602-10-0090-0612-000-000000	59.00
					Check Total		59.00
					Vendor Total		59.00
ROBERT MARKEN		2194					
	0100103859	02/28/25	02-21-2025_15		FY25 BASKETBALL OFFICIALS ASSIGN FEE	5-10-301-14-1815-0391-000-000000	70.00
	0100103859	02/28/25	02-21-2025_15		FY25 BASKETBALL OFFICIALS ASSIGN FEE	5-10-301-14-1845-0391-000-000000	70.00
					Check Total		140.00
					Vendor Total		140.00
RYAN'S PERFORMANCE MOTORS (RPM)		39772					
	0100103780	02/06/25	0021352		REPAIR PLOW TRUCK	5-10-710-26-2600-0430-000-000000	426.56
					Check Total		426.56
					Vendor Total		426.56

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Vendor Detail Report

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Vendor	Check Key	Check Date	Invoice No	Po No	Description	Account No	Amount
SAFEWAY INC.		376					
	0100103860	02/28/25	02-21-2025_7		2/CHARGES ACCT 52324	5-21-740-31-3100-0630-000-000000	1,015.95
	0100103860	02/28/25	02-21-2025_7		2/CHARGES ACCT 52324	5-27-971-25-3330-0610-000-008600	18.18
	0100103860	02/28/25	02-21-2025_7		2/CHARGES ACCT 52324	5-27-971-24-3330-0610-000-008600	4.38
	0100103860	02/28/25	02-21-2025_7		2/CHARGES ACCT 52324	5-19-971-00-0040-0610-000-003897	10.26
	0100103860	02/28/25	02-21-2025_7		2/CHARGES ACCT 52324	5-19-971-00-0040-0610-000-003141	8.21
	0100103860	02/28/25	02-21-2025_7		2/CHARGES ACCT 52324	5-27-971-02-3330-0610-000-008600	23.56
					Check Total		1,080.54
	0100103861	02/28/25	02-21-2025_14		2/CHARGES ACCT 52997	5-10-101-24-2410-0610-000-000000	15.99
	0100103861	02/28/25	02-21-2025_14		2/CHARGES ACCT 52997	5-10-100-10-0600-0610-000-000000	75.78
					Check Total		91.77
					Vendor Total		1,172.31
SANGRE DE CRISTO ELECTRIC		382					
	0100103781	02/06/25	02-03-2025_32		1/TWIN LAKES SCHOOLHOUSE ACCT 13090000	5-10-710-26-2600-0620-000-000000	49.25
					Check Total		49.25
					Vendor Total		49.25
SARAH BRIDGE		32778					
	0100103815	02/21/25	02-10-2025_10		REIMBURSE CLASSROOM SUPPLY	5-10-100-10-1200-0610-000-000000	85.93
					Check Total		85.93
					Vendor Total		85.93
SCANGA MEAT CO		35572					
	0100103782	02/06/25	09:49		1/MEAT PRODUCTS	5-21-740-31-3100-0630-000-000000	1,883.34
	0100103782	02/06/25	09:50		1/MEAT PRODUCTS	5-21-740-31-3100-0630-000-000000	1,432.60
					Check Total		3,315.94
					Vendor Total		3,315.94
SCHOLASTIC TESTING SERVICE		8141					
	0100103816	02/21/25	298927S	250392	GT TORRANCE SORING eGLISH	5-10-602-00-0090-0610-000-003228	652.05
					Check Total		652.05
					Vendor Total		652.05

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Vendor Detail Report

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Vendor	Check Key	Check Date	Invoice No	Po No	Description	Account No	Amount
TIGER, INC		29874					
	0100103832	02/21/25	0125537015		1/UTILITIES GAS LCIS 01627-04	5-10-710-26-2600-0620-000-000000	7,704.13
	0100103832	02/21/25	0125537107		1/UTILITIES GAS LCES 01627-07	5-19-971-00-2600-0410-000-003897	1,011.30
	0100103832	02/21/25	0125537107		1/UTILITIES GAS LCES 01627-07	5-27-971-01-3330-0620-000-008600	126.41
	0100103832	02/21/25	0125537107		1/UTILITIES GAS LCES 01627-07	5-27-971-24-3330-0620-000-008600	2,401.85
	0100103832	02/21/25	125537017		1/UTILITIES GAS ADMIN 01627-06	5-10-710-26-2600-0620-000-000000	1,814.77
	0100103832	02/21/25	0125537014		1/UTILITIES GAS PITTS 01627-02	5-10-710-26-2600-0620-000-000000	4,287.35
	0100103832	02/21/25	0125537107		1/UTILITIES GAS LCES 01627-07	5-19-971-00-2600-0410-000-003141	884.90
	0100103832	02/21/25	125537013		1/UTILITIES GAS LCHS 01627-01	5-10-710-26-2600-0620-000-000000	7,780.53
	0100103832	02/21/25	0125537016		1/UTILITIES GAS BUS 01627-05	5-10-710-26-2600-0620-000-000000	1,152.76
	0100103832	02/21/25	0125537107		1/UTILITIES GAS LCES 01627-07	5-10-710-26-2600-0620-000-000000	8,216.85
					Check Total		35,380.85
					Vendor Total		35,380.85
TK ELEVATOR CORPORATION		9638					
	0100103784	02/06/25	3008324440		2/1-4/30 LCIS LCHS ELEVATOR MAINT	5-10-710-26-2600-0300-000-000000	2,778.75
					Check Total		2,778.75
					Vendor Total		2,778.75
TREASURE BAY, INC		42676					
	0100103862	02/28/25	366070	250420	SHIPPING	5-27-971-24-3330-0610-000-008600	2,578.44
	0100103862	02/28/25	366070	250420	BILINGUAL-WE BOTH READ- SP/ENG-SET OF 10	5-27-971-01-3330-0610-000-008600	793.00
	0100103862	02/28/25	366070	250420	BILINGUAL TIP SHEETS	5-19-971-00-0040-0610-000-003141	2,578.43
					Check Total		5,949.87
					Vendor Total		5,949.87
USI		618					
	0100103785	02/06/25	0399200401012	250408		5-19-971-00-0040-0610-000-003897	148.79
	0100103785	02/06/25	0399200401012	250408	SHIPPING	5-27-971-24-3330-0610-000-008600	386.86
	0100103785	02/06/25	0399200401012	250408	LAMINATING FILM	5-26-971-33-3310-0610-000-000000	59.52
					Check Total		595.17
					Vendor Total		595.17

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Vendor Detail Report

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Vendor	Check Key	Check Date	Invoice No	Po No	Description	Account No	Amount
VERIZON WIRELESS		3373					
	0100103820	02/21/25	6105272638		1/CHARGES ACCT 970483601-00001	5-10-602-10-0090-0531-000-000000	2,917.99
	0100103820	02/21/25	6105272638		1/CHARGES ACCT 970483601-00001-BUS	5-10-602-10-0090-0531-000-000000	60.75
	0100103820	02/21/25	6105272638		1/CHARGES ACCT 970483601-00001	5-27-971-01-3330-0531-000-008600	50.75
	0100103820	02/21/25	6105272638		1/CHARGES ACCT 970483601-00001	5-19-971-00-2600-0410-000-003897	33.57
	0100103820	02/21/25	6105272638		1/CHARGES ACCT 970483601-00001	5-27-971-01-3330-0531-000-008600	16.80
	0100103820	02/21/25	6105272638		1/CHARGES ACCT 970483601-00001	5-26-971-33-3310-0810-000-000000	33.57
	0100103820	02/21/25	6105272638		1/CHARGES ACCT 970483601-00001	5-27-971-24-3330-0531-000-008600	83.93
						Check Total	3,197.36
						Vendor Total	3,197.36
WASTE MANAGEMENT OF CO INC		39934					
	0100103786	02/06/25	0724137-2520-0		1/MONTHLY TRASH SERVICE ACCT 27-15308-13	5-10-710-26-2600-0421-000-000000	3,269.19
						Check Total	3,269.19
						Vendor Total	3,269.19
WAXIE SANITARY SUPPLY		3830					
	0100103821	02/21/25	83032258	250434	SPITFIRE	5-10-710-26-2600-0610-000-000000	5,015.64
						Check Total	5,015.64
						Vendor Total	5,015.64
WESTERN SLOPE BAR SUPPLIES		3682					
	0100103863	02/28/25	02-21-2025_3		1/WATER ACCT 34150000	5-10-602-10-0090-0610-000-000000	109.70
	0100103863	02/28/25	02-21-2025_3		1/WATER ACCT 34150000-BUS BARN	5-10-720-27-2700-0610-000-000000	34.30
						Check Total	144.00
						Vendor Total	144.00

Vendor	Check Key	Check Date	Invoice No	Po No	Description	Account No	Amount
XCEL ENERGY	3732						
	0100103787	02/06/25	912525700		1/UTILITIES ACCT 53-2359658-5 BUS	5-10-710-26-2600-0620-000-000000	263.72
	0100103787	02/06/25	912525700		1/UTILITIES ACCT 53-2359658-5 FB FIELD	5-10-710-26-2600-0620-000-000000	14.67
	0100103787	02/06/25	912525700		1/UTILITIES ACCT 53-2359658-5 LCIS	5-10-710-26-2600-0620-000-000000	4,781.20
	0100103787	02/06/25	912525700		1/UTILITIES ACCT 53-2359658-5 PITTS	5-10-710-26-2600-0620-000-000000	1,451.72
	0100103787	02/06/25	912525700		1/UTILITIES ACCT 53-2359658-5 LCHS	5-10-710-26-2600-0620-000-000000	5,017.74
	0100103787	02/06/25	912525700		1/UTILITIES ACCT 53-2359658-5 ADMIN	5-10-710-26-2600-0620-000-000000	287.67
	Check Total						11,816.72
Vendor Total						11,816.72	
YANITSA RODRIGUEZ	40592						
	0100103822	02/21/25	02-10-2025_7		9/19 9/25 11/20 12/18 1/20 1/29-30 INTRP	5-10-602-10-0090-0300-000-000000	210.00
	Check Total						210.00
	Vendor Total						210.00
Grand Total						1,255,403.27	

Cash Flow Financial Report
FY 2023-2024

		<u>Beginning Balance</u>	<u>Activity</u>	<u>Deposits</u>	<u>State Loan Deposits</u>	<u>Ending Balance</u>	
<u>Lake County School District</u>							
Operating Account	July	\$ 1,400,822.91	\$ 1,953,319.37	\$ 1,389,224.19		\$ 836,727.73	
	August	\$ 836,727.73	\$ 1,558,892.63	\$ 1,214,482.14		\$ 492,317.24	
	September	\$ 492,317.24	\$ 1,684,303.92	\$ 1,419,690.12	\$ 1,238,576.00	\$ 1,466,279.44	
	October	\$ 1,466,279.44	\$ 1,405,617.91	\$ 593,087.31	\$ 246,070.00	\$ 899,818.84	
	November	\$ 899,818.84	\$ 1,709,612.80	\$ 966,128.94	\$ 633,589.00	\$ 789,923.98	
	December	\$ 789,923.98	\$ 1,472,261.43	\$ 216,576.00	\$ 1,257,619.00	\$ 791,857.55	
	January	\$ 791,857.55	\$ 1,409,090.76	\$ 985,154.17	\$ 307,485.00	\$ 675,405.96	
	February	\$ 675,405.96	\$ 1,518,634.50	\$ 951,839.34	\$ 344,374.00	\$ 452,984.80	\$ 4,027,713.00
	March					\$ -	
	April					\$ -	
	May					\$ -	
	June					\$ -	
Colotrust Account	July	\$ 2,285,187.97	\$ 1,200,000.00	\$ 268,435.88		\$ 1,353,623.85	
	August	\$ 1,353,623.85	\$ 700,000.00	\$ 429,446.15		\$ 1,083,070.00	
	September	\$ 1,083,070.00	\$ 600,000.00	\$ 187,655.26		\$ 670,725.26	
	October	\$ 670,725.26	\$ 250,000.00	\$ 697,696.79		\$ 1,118,422.05	
	November	\$ 1,118,422.05	\$ 450,000.00	\$ 252,917.90		\$ 921,339.95	
	December	\$ 921,339.95	\$ -	\$ 490,209.39		\$ 1,411,549.34	
	January	\$ 1,411,549.34	\$ 600,000.00	\$ 679,848.50		\$ 1,491,397.84	
	February	\$ 1,491,397.84	\$ 400,000.00	\$ 503,560.64		\$ 1,594,958.48	
	March					\$ -	
	April					\$ -	
	May					\$ -	
	June					\$ -	
Payroll Account	July	\$ 10,674.59	\$ 568,741.32	\$ 567,462.22		\$ 9,395.49	
	August	\$ 9,395.49	\$ 540,630.43	\$ 540,700.00		\$ 9,465.06	
	September	\$ 9,465.06	\$ 579,778.90	\$ 585,000.00		\$ 14,686.16	
	October	\$ 14,686.16	\$ 587,271.58	\$ 583,000.00		\$ 10,414.58	
	November	\$ 10,414.58	\$ 582,056.36	\$ 582,000.00		\$ 10,358.22	
	December	\$ 10,358.22	\$ 666,089.43	\$ 666,000.00		\$ 10,268.79	
	January	\$ 10,268.79	\$ 575,493.25	\$ 575,500.00		\$ 10,275.54	
	February	\$ 10,275.54	\$ 600,655.64	\$ 600,000.00		\$ 9,619.90	
	March					\$ -	
	April					\$ -	
	May					\$ -	
	June					\$ -	

Lake County School District
328 West 5th Street
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AGENDA COVER MEMO

TO: Board of Education
PRESENTER(S): Grayson Cooper
MEMO PREPARED BY: Grayson Cooper
INVITED GUESTS:
TIME ALLOTTED ON AGENDA: 20 minutes
ATTACHMENTS: 0

RE: GP-3: *Board Job Description* and GP-4: *Monitoring Board Governance Process and Board/Superintendent Relationship Policies* Monitoring Report Presentation

Background:

Below are the monitoring reports for GP-3: *Board Job Description* and GP-4: *Monitoring Board Governance Process and Board/Superintendent Relationship Policies*. These reports detail the board's activities as compared to those required by board policy in a self-assessment by one member of the board.

The monitoring period for each report is the prior year (January 28, 2024 - January 27, 2025). As the board engaged in board training on the governance operating system in Fall 2025 and had limited collective understanding of the monitoring practice beforehand, these monitoring reports reflect this developmental stage. The board will have opportunities to demonstrate compliance in future monitoring reports as these emerging practices and plans are implemented and become routine.

In reviewing the monitoring reports, the board as a whole is then charged with making the following determinations:

- Is the interpretation of policy reasonable?
- Does the data presented support the accomplishment of the interpretation?

(*Carver & Carver: Reinventing your Board: A Step-by-Step Guide to Implementing Policy Governance*, p. 180 - 182)

Since this is a new process, broader feedback is also welcomed on areas such as: content, format, presentation, as we consider how to move forward with self-monitoring the Governance Process and Board/Superintendent Relationship policies that are under the board's purview.

Monitoring Report: GP-3: Board Job Description February 24, 2025

1. Policy Wording:

GP-3: Board Job Description

The job of the Board is to represent and lead the district by determining and demanding appropriate and excellent organizational performance. To distinguish the Board's own unique job from the jobs of the Superintendent and staff, the Board will concentrate its efforts on the following:

1. Utilizing available avenues, including the district accountability program, to ensure input from students, staff, parents and the community as a means to link to the entire community.
2. Developing written governing policies which, at the broadest levels, address:
 - a. District Priorities: Organizational products, impacts, benefits, results, services, recipients and their relative worth (what end result is desired for whom and at what cost).
 - b. Governance Process: How the Board will conceive, carry out and monitor its own work.
 - c. Board/Superintendent Relationship: How authority is delegated and its proper use monitored; the Superintendent role, authority and accountability.
 - d. Staff/Superintendent Guidelines: Constraints on executive authority which establish the practical, ethical and legal boundaries within which all executive activity and decision-making will take place.
3. Ensuring Superintendent Performance through monitoring District Priorities and Staff/Superintendent Guidelines policies.
4. Ensuring Board performance through monitoring Governance Process and Board/Superintendent Relationship policies.
5. Ensuring that the values and beliefs of District residents and the mission expressed within District Priorities are the focus of organizational performance.

2. Interpretation:

GP-3 describes the job of the board as a whole and asserts that the board focuses its efforts on these tasks. Thus, to demonstrate compliance, the board must both perform these tasks and spend the majority of its time attending to them. These include:

1. Collecting input from the community
2. Articulating and updating the District Priorities (SP-2) policy to reflect community input.
3. Articulating and updating written policies for the superintendent
4. Articulating and updating written policies for the board
5. Requiring and reviewing monitoring reports from the Superintendent for the District Priorities (SP-2) policy and Staff/Superintendent Guidelines policies
6. Requiring and reviewing monitoring reports from the Board for Governance

Process and Board/Superintendent Relationship policies

3. Evidence:

1. **Collecting evidence from the Community.** The board regularly receives updates and input directly from constituent groups, including: The District Accountability Committee, the Finance Committee and Policy Council. Individual board members serve on these committees and others, as well as receive input individually from community members.
2. **Articulating and updating Strategic Priority policies to reflect community input.** The board has identified a need to update its District Priorities (SP-2) policy, last revised in October 2018 to reflect the community's values and needs through a strategic planning process. The Superintendent has secured a grant to support this process during Summer 2025.
3. **Articulating and updating written policies for the superintendent.** The board has adopted policies for Staff/Superintendent Guidelines (SSG) and Strategic Policies (SP) for the superintendent. The board follows the calendar enumerated in (SP-4C-1) for reviewing and updating these policies. The board has undergone training in Fall 2025 to better understand the policy framework.
4. **Articulating and updating written policies for the board.** The board has written policies for Governance Process (GP) and Board/Superintendent Relationship (BSR) for the board. The board follows the calendar enumerated in (SP-4C-1) for reviewing and updating these policies. The board has undergone training in Fall 2025 to better understand the policy framework.
5. **Requiring and reviewing monitoring reports from the Superintendent for the District Priorities (SP-2) policy and Staff/Superintendent Guidelines policies.** The board has not required nor reviewed monitoring reports from the superintendent during the monitoring period for this report. As the board had not engaged in these and other strong board governance practices, the new superintendent in her interview expressed a desire for the board to engage in training, and engaged a consultant in Fall 2025 to facilitate this training. Following the consultant's advice, the Superintendent is conducting 'pre-monitoring' activities with the board to coalesce on format, content, and schedule for the monitoring reports, prior to presenting monitoring reports next year.
6. **Requiring and reviewing monitoring reports from the Board for Governance Process and Board/Superintendent Relationship policies.** The board has not required nor reviewed monitoring reports from the board during the monitoring period for this report.

4. Conclusion / Monitoring Report Compliance Status:

I report non-compliance with GP-3. The board is already making progress to achieving compliance with the following steps:

- A strategic planning process to update the District Priorities in alignment with community values in Summer 2025.
- The superintendent has begun presenting 'premonitoring reports' during board meetings to prepare the board to engage in monitoring the SP and SSG policies next year.
- The board has begun monitoring GP and BSR policies with this monitoring report in February 2025.

- In future years, when the board is regularly attending to its responsibilities in these domains, additional consideration must be given to how much of its time, energy, and attention is devoted to them relative to other pursuits in order to ensure that the work of the board is future-oriented and not reactionary. Already, promising steps have been taken, including reorienting department reports as spotlights to focus on the board receiving input from staff while reduces staff preparation time.

Monitoring Report: GP-4: Monitoring Board Governance Process and Board/Superintendent Relationship Policies
February 24, 2025

1. Policy Wording:

GP-4: Monitoring Board Governance Process and Board/Superintendent Relationship Policies

The purpose of monitoring the Board's Governance Process and Board/Superintendent Relationship policies is to determine the degree to which the policies are being fulfilled. Information which does not contribute to this task will not be considered monitoring. Monitoring will be as integrated as possible, using a minimum of Board time so that meetings can be used to create the future rather than to review the past.

2. Interpretation:

GP-4 describes the means by which the board will ensure that board practices and fulfill board policy, defined as monitoring.

GP-4 has important cross-references, including:

- GP-3 focuses the boards' activities on defining and monitoring expectations: "To distinguish the Board's own unique job from the jobs of the Superintendent and staff, the Board will **concentrate its efforts [emphasis added]** on the following..." writing and updating policies, collecting input from the community, monitoring board policies.
- BSR-5 provides guidance for the board in implementing its monitoring practice, including:
 - "Monitoring determines the degree to which board policies are being met. Information that does not contribute to this purpose is not considered monitoring data."
 - "The Board may monitor any policy at any time by any method, but ordinarily will depend on the following schedule and method, as described in the Oversight Calendar, see SP-4C-1"

Thus, to demonstrate compliance, the board must:

1. Monitor Governance Process (GP) and Board-Superintendent Relationship (BSR) policies.
2. Have established practices to collect evidence to monitor the policies.
3. Use a minimum of board time to conduct the monitoring and data collection.

3. Evidence:

- **Monitor Governance Process (GP) and Board-Superintendent Relationship (BSR) policies.** The board has not required nor reviewed monitoring reports from the board during the monitoring period for this report.
- **Have established practices to collect evidence to monitor the policies.** The

board does not have established practices to collect evidence to monitor GP and BSR policies.

4. Conclusion / Monitoring Report Compliance Status:

I report non-compliance with GP-4.

The board is already making progress to achieving compliance with the following steps:

- The board has begun monitoring GP and BSR policies with this monitoring report in February 2025.

To achieve compliance, the board will also need to take additional steps not yet underway:

- The board will need to consider practices to integrate evidence collection into its self-monitoring of the GP and BSR policies, potentially including: individual board self-assessments, surveys, and board meeting reflections.
- In future years, when the board is regularly attending to its responsibilities in these domains, additional consideration must be given to how much of its time, energy, and attention is devoted to them relative to other pursuits in order to ensure that the work of the board is future-oriented and not reactionary.

5. Suggested policy revisions:

- GP-4: Consider adding a monitoring frequency calendar (e.g., Weld RE-3: https://files.gabbart.com/2799/gp-4_-_monitoring_board_governance_process_and_board-superintendent_relationship_policies.pdf)
- SSG-9, #9: Add: Shall present information in a form that fails to... “differentiate information of three types: monitoring, decision preparation, and other.” (Carver & Carver, Reinventing your Board: A Step-by-Step Guide to Implementing Policy Governance, p. 241)

Lake County School District
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AGENDA COVER MEMO

TO: Board of Education
PRESENTER(S): John Baker
MEMO PREPARED BY: John Baker
INVITED GUESTS:
TIME ALLOTTED ON AGENDA:
DATE OF MEETING:
ATTACHMENTS: 1

RE: *GP-5 Pre Monitor*

TOPIC SUMMARY

Monitoring Report: GP5 President's Role

March 31, 2025

1. Policy Wording

GP-5 President's Role

The President of the Board ensures the integrity of the Board's processes and normally serves as the Board's official spokesperson. Accordingly, the President has the following authority and duties:

1. Monitor Board behavior to ensure that it is consistent with its own rules and policies and those legitimately imposed on it from outside the organization.
 - a. Conduct and monitor Board meeting deliberations to ensure that only Board issues, as defined in Board policy, are discussed.
 - b. Ensure that Board meeting deliberations are fair, open and thorough, but also efficient, timely, orderly and to the point.
 - c. Chair Board meetings with all the commonly-accepted power of that position as described in *Robert's Rules of Order* and in accordance with law.
2. Make interpretive decisions that fall within the topics covered by Board policies on *Governance Process* and *Board/Superintendent Relationship*, except where the Board specifically delegates portions of this authority to others, using any reasonable interpretation of the provisions in those policies:
 - a. Refrain from exercising any authority as an individual to supervise or direct the Superintendent.
3. Represent the Board to outside parties in announcing Board-stated positions and in stating decisions and interpretations within the areas delegated to the President, delegating this authority to other Board members when appropriate, but remaining accountable for its use.
4. Sign all contracts authorized by the Board.

In the absence or inability of the President, the Vice President has all of the powers and duties of the President.

2. Interpretation

GP-5 outlines the special duties assigned to the role of Board President. These duties include:

1. Ensuring the board follows all applicable policies and rules, both internal and external, specifically in presiding over board meetings.
2. Making interpretive decisions on Board Policies when required.
3. Acting as Board spokesperson for Board positions and decisions.
4. Signer for contracts authorized by the board.

3. Evidence

1. Ensuring the board follows all applicable policies and rules, both internal and external, specifically in presiding over board meetings.

I have worked hard to ensure that our board meetings are run according to our regulations and to ensure: Robert's Rules are followed, the discussions stay on topic, and the discussions are fair.

2. Making interpretive decisions on Board Policies when required.

I try my best to do this as seldom as possible. However when the need arises, I try to stick as close to a policy as possible, and involve another board member if possible.

3. Acting as Board spokesperson for Board positions and decisions.

I am very careful to only state board decisions when representing the board. I am also very careful to specify when giving my opinions that they are mine alone.

4. Signer for contracts authorized by the board.

I only sign contracts that have been approved by a board decision.

4. Conclusion / Monitoring Report Compliance Status

I report partial compliance with GP 5. While I believe we do very well in following the board meeting requirements, item 1 in the policy is not worded that the responsibility ends there. It more sounds like the board president should be ensuring that the board is following all policies, and as we are finding in our review/pre-monitoring work, we have work to do to ensure we are in compliance.

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AGENDA COVER MEMO

TO: Board of Education
PRESENTER(S): Kerry Charles
MEMO PREPARED BY: Kerry Charles
INVITED GUESTS:
TIME ALLOTTED ON AGENDA: 20
ATTACHMENTS: 0

RE: GP-6 Board Committee Principles and GP-7 Agenda Planning

Background:

The Board is working towards a monitoring process that is effective and efficient. The following reports on GP-6 and GP-7 were written with these intentions:

- 1.) To concisely state the goals of the policy.
- 2.) To provide brief evidence
- 3.) To assess the Board's compliance.
- 4.) To outline possible Board work in these policy areas.
- 5.) To make recommendations for future revision.

These reports are written in the first person. After discussion, they can be revised to express Board opinion and approved in the consent agenda.

Feedback on structure, process, and content is encouraged. In places where I was unsure or lacked information, it is stated in the reports.

Monitoring Report: GP-6 Board Committee Principles

March 31, 2025

Monitoring Period:

I. Policy

Here is a link to the policy:

<https://www.lakecountyschools.net/wp-content/uploads/2014/04/GP-6.pdf>

II. Interpretation

The reason for GP-6 is to ensure that board committees serve as advisors to the Board, not as directors or advisors to the superintendent or staff. In general advisory boards may not speak for the board, and they may not monitor Board policies they helped to create. Board committee meetings are subject to the open meetings law.

III. Evidence

The LCSD BOE works with six committees. Here is a table listing the committees and the Board's monitoring items under GP-6:

Committee Characteristics/ Roles					
Committee	Advises the Board	Meetings Posted/ Open	Directs/ Advises District Staff	Speaks for the Board	Monitors a Policy it helped to create
DAC	Yes	Yes- District Calendar and committee tab on LCSD page	No	No	
Finance Committee	Yes	Yes- District Calendar and committee tab on LCSD page	No	No	
The Center Policy Council	Yes	Yes- District Calendar	No	No	
Mountain BOCES	No	Yes- Under "Our Team and Board" on Mtn. BOCES website	No	No	n/a
LURA	No		No	No	n/a
Student Senate	No	No	No	No	n/a

I believe that the DAC, Finance Committee, and the Center Policy Council are Board Committees and that we are Board representatives on Mountain BOCES, the LURA and Student Senate. I am unsure if the LURA meetings are posted or open, and I have no knowledge of which/ if any policies our Board Committees helped create, so I did not include that information on the table.

IV. Compliance

I believe that the DAC, Finance Committee, and the Center Policy Council are Board Committees and that the Board and the committees are in compliance with GP-6.

V. Monitoring Work

Immediate:

- Determine monitoring period
- Discuss/ amend interpretation
- Review and edit table
- Update statement of compliance, if needed

Future:

- Check in with district staff and leadership about potential direction or advice coming directly from Board Committees
- Research which, if any, Board policies were developed with assistance from Board committees.

VI. Considerations for Revision

None

Monitoring Report: GP-7 Agenda Planning

March 31, 2025

Monitoring period

I. Policy

Here is a link to the policy:

<https://www.lakecountyschools.net/wp-content/uploads/2014/04/GP-7.pdf>

II. Interpretation

GP-7 states that the Board will have a planned annual agenda/cycle that is set by the Friday before spring break, and geared towards meeting the Board's goals. The yearly agenda will contain plans for obtaining input, governance education, and education on distinct priorities. The Board President and Superintendent will plan the monthly agenda and the board will efficiently handle consent agenda items.

In addition, Point 4 in GP-7 states:

Monitoring of Governance Process, Board-Superintendent Relationship and Staff/Superintendent Guidelines policies will be included on the agenda for separate discussion only if monitoring reports show policy violations or if policy criteria are to be debated. An item may be removed from the consent agenda only upon approval of a majority of the Board.

This seems to say that the Board will only discuss the monitoring of GPs, BSRs, and SSGs if a report says that we are not in compliance, or if the policy is to be debated. Because it mentions a vote to bring an item out of the consent agenda, it implies that monitoring reports are meant to be written by Board members or the Superintendent, reviewed by Board members, and approved in the consent agenda. It does not mention the SPs.

III. Evidence

Here is a table with the most important considerations under GP-7:

Requirement	Yes	No
Annual planning cycle completed before spring break		X
Agenda geared towards board goals		
Contains plans for obtaining input		
Contains plans for governance education		
Contains plans for education on district policies		
Board President and Superintendent plan monthly agenda		

Board efficiently handles consent agenda items	X	
Only non-compliant monitoring reports of GPs, BSRs, and SSGs or policies up for debate are included on the agenda for discussion		X
Items are removed from the consent agenda only with majority Board approval	X	

Here is a link to the management oversight calendar for 2024-2025 that is part of our Strategic Policies (SP-4C-1):

<https://www.lakecountyschools.net/wp-content/uploads/2024/12/SP-4C-1.pdf>

Most of this GP describes the creation of an annual agenda/cycle. I absolutely think that we should use this table when editing and evaluating the new management oversight calendar next month. We are late in developing our agenda, but I think we should assess compliance based on the new oversight calendar. I am unsure about how to determine the monitoring period.

IV. Compliance

I recommend that we assess our compliance with GP-7 after we discuss the interpretation of the policy and possibly the new oversight calendar next month.

V. Monitoring Work

Immediate:

- Determine monitoring period
- Discuss/ amend interpretation
- Review and edit table
- Update statement of compliance, if needed

Within 60 days:

- Review and edit table
- Assess Compliance

Potential:

- Review/ Monitor SP- 4 in conjunction with GP-7
(<https://www.lakecountyschools.net/wp-content/uploads/2018/01/SP-4.pdf>)
because they seem to be closely related.

VI. Considerations for Revision

- Change completion date.
- Decide if we want to regularly discuss monitoring reports, and amend point four accordingly.