



TOWN OF ELIZABETH

UPDATED 11/15/22

TOWN OF ELIZABETH

BOARD OF TRUSEES SPECIAL MEETING

Tuesday, November 15, 2022, at 7:00 PM

Town Hall, 151 S. Banner Street

In Person or Virtual Meeting Attendance -

Conferencing Access Information, listen only mode:

<https://us02web.zoom.us/j/81147532244?pwd=WDIyOGhMamlxUjIeXcyZGIFdXVUdz09>

Join via phone, listen only mode: US:1-719-359-4580

Meeting ID: 811 4753 2244

Passcode 413673

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

AGENDA CHANGES

CONSENT AGENDA

1. Minutes of the Regular Meeting of October 25, 2022

OLD BUSINESS

2. Discussion and possible action on Ordinance 22-10, an Ordinance rezoning the property known as the Elizabeth West Property from Agriculture (A-1) District to Planned Unit Development (PUD) District – Patrick Davidson

BRIEF RECESS

PUBLIC HEARING

3. New Liquor License Application for Catalina's Diner – Michelle Oeser

NEW BUSINESS

4. Discussion and possible action on the approval of a liquor license for Catalina's Diner – Michelle Oeser
5. Swear in Corporal Alex Allen – Michelle Oeser

**ACTION MAY BE TAKEN ON ANY AND ALL ITEMS LISTED ON THE AGENDA
ACCOMMODATIONS FOR DISABILITIES MAY BE MADE UPON REQUEST.**

- [6.](#) Discussion and possible action on posting the open Board of Trustee seats – Michelle Oeser

PUBLIC HEARING

- [7.](#) Proposed 2023 Budget Updated 11/14/22 – Patrick Davidson and Hannah Bruce

NEW BUSINESS

8. Discussion and possible direction on the Proposed 2023 Budget Updated 11/14/22 Patrick Davidson and Hannah Bruce

UNSCHEDULED PUBLIC COMMENT

MANAGERS REPORT

- [9.](#) Management Monitoring Reports

BOARD OF TRUSTEES REPORTS

STUDENT LIAISON REPORT

- [10.](#) Student Liaison Report Updated 11/14/22 – Karli Pronske

MINUTES

- [11.](#) Minutes of the Planning Commission Meeting of October 18, 2022

EXECUTIVE SESSION

12. To consider personnel matters, pursuant to C.R.S. § 24-6-402 (4)(f) regarding the Town Administrator Review, and to hold a conference with the Town’s attorney to receive legal advice regarding issues arising from the Town Administrator’s review pursuant to C.R.S. § 24-6-402(4)(b).

ADJOURNMENT

MEETING PROTOCOL AND STANDARDS OF CONDUCT

Public Participation

Public comment is encouraged and will be listed as an agenda item at every regular Board meeting.

Each individual wishing to be heard during the public comment period will be given up to three (3) minutes to make a comment.

The public comment period will not be used to make political endorsements or for political campaign purposes.

Questions from the Board will be for clarification purposes only. Public comment will not be used as a time for problem solving or reacting to comments made but, rather, for listening to the comments of citizens without taking any formal action.

The Board may direct the Town Administrator to provide information requested by a speaker during the public comment period.

Speakers are not allowed to make belligerent, accusatory, impertinent, slanderous, threatening, abusive, or disparaging comments.

The Mayor may elect to defer public comment on a specific issue that appears on the regular agenda until that specific item is addressed.

The Mayor may call for order when sidebar conversations occur in the audience. Those conversations are distracting from the Board addressing the topics at hand.

Members of the public who do not follow proper conduct after a warning in a public meeting may be barred from further participation at that meeting or removed from the Board Chambers pursuant to the Elizabeth Municipal Code and Colorado Revised Statutes.



Board of Trustees – Record of Proceedings

October 25, 2022

CALL TO ORDER

The Regular Meeting of the Board of Trustees of the Town of Elizabeth was called to order on Tuesday, October 25, 2022, at 7:00 pm by Mayor Megan Vasquez.

ROLL CALL

Present were Mayor Megan Vasquez, Mayor Pro Tem Angela Ternus, and Trustees Loren Einspahr, Tammy Payne, Linda Secrist, and Nick Snively. There was a quorum to do business.

Also present were Town Administrator Patrick Davidson, Town Clerk Michelle Oeser, Chief of Police Melvin Berghahn, Public Works Director Mike DeVol, Assistant Public Works Director James McErnie, Planner/Project Manager Zach Higgins, and Town Attorney Corey Hoffmann.

PLEDGE OF ALLEGIANCE

Mayor Vasquez led the Board in the Pledge of Allegiance.

UNSCHEDULED PUBLIC COMMENT

There was not public comment.

AGENDA CHANGES

No agenda changes from the Administration.

No agenda changes from the Board.

Agenda set.

CONSENT AGENDA

1. Minutes of the Regular Meeting of October 11, 2022

Motion by Trustee Einspahr, seconded by Trustee Payne, to approve the Consent Agenda. The vote of those Trustees present was 6 in favor and 0 opposed. Motion passed unanimously.

Mayor Vasquez closed the Regular Meeting and entered Public Hearing at 7:10 p.m.

PUBLIC HEARING

2. Elizabeth West Rezone from Agriculture (A-1) to Planned Unit Development (PUD)

Mr. Davidson gave a staff report and introduced Town Consultants.

Jim Marshall and his consultants gave a presentation to the Board on the Elizabeth West Rezoning.



Mayor Vasquez opened the Public Hearing to public comment at 7:28 p.m.

Diane Varner – Elbert County resident

Kristy Hayes – Elbert County resident

Brian Schar – Elbert County resident

Katherine Cohen – Town of Elizabeth resident

Susan Donohue – Elbert County resident

Paul Schwarzkopf – Town of Elizabeth resident

Don Means – Elbert County resident

Sandy Asper – Town of Elizabeth resident

Tonia Rumer – Town of Elizabeth resident

Walt Moore – Elbert County resident

Meghan Sweder and Jeffrey Massey submitted public comment by email, which was provided to the Board.

Discussion by the Board of Trustees followed.

Mayor Vasquez closed the Public Hearing and entered into New Business at 9:34 p.m.

NEW BUSINESS

3. Discussion and possible action on Ordinance 22-10, an Ordinance rezoning the property known as the Elizabeth West Property from Agriculture (A-1) District to Planned Unit Development (PUD) District

Motion by Trustee Payne, seconded by Trustee Snively, to continue possible action on Ordinance 22-10, an Ordinance rezoning the property known as the Elizabeth West Property from Agriculture (A-1) District to Planned Unit Development (PUD) District to the meeting scheduled November 15th at 7 p.m.

The vote of those Trustees present was 4 in favor and 2 opposed. Trustees Einspahr and Secrist opposed. Motion passed.

MANAGEMENT MONITORING REPORTS



- Town Administrator Patrick Davidson updated the Board regarding his participation in the FEMA presentations.
- Planner/Project Manager Zach Higgins updated the Board on feedback received regarding the Main Street Streetscape meeting.
- Discussion on the upcoming basement finish workshop.
- Town Clerk Michelle Oeser gave the Board an update on Town liquor license renewals.
- Ms. Oeser let the Board know that there will be an upcoming Public Hearing for a new liquor license.
- Discussion on the upcoming Elizabeth Chamber of Commerce Harvest Festival.
- Chief of Police Melvin Berghahn discussed an article in the Elbert County News referencing Officer Tucker.
- Chief Berghahn discussed the Student Academy.
- Public Works Director Mike DeVol updated the Board on the plans for the upgraded bridge in front of Town Hall.
- Mr. DeVol updated the Board on the progress of the lift station.
- Mr. DeVol told the Board that the apartments on Elizabeth Street are coming along.
- Mr. DeVol reported that warranty work is being completed on the paving project.
- Mr. DeVol reported that warranty work is being completed in Ritoro.
- Discussion on an issue with work trucks ignoring stops signs.
- Town Attorney Corey Hoffmann gave the Board an update on oral arguments of the Thornton case regarding Mayor and Trustee Terms.
- Mayor Vasquez let the Board know that the petition that was being passed around in the public audience was an appeal if the Board passed the Elizabeth West zoning.

BOARD OF TRUSTEE REPORTS

- Trustee Snively discussed attending the Mayors Summit.
- Mayor Pro Tem Ternus discussed attending the Main Street Streetscape meeting.
- Mr. Davidson updated the Board on staff contacts with Main Street business owners.
- Mayor Vasquez reminded Board members and Staff that they need to return their 365 reviews.
- Discussion on the Staff Christmas project and Senior Baskets.

STUDENT LIAISON REPORT

The Board reviewed the report provided by Student Liaison Karli Pronske. Ms. Oeser gave the Board an update on Ms. Pronske's planned Town involvement.

MINUTES

6. Minutes of the Main Street Board of Directors Meeting of September 8, 2022

7. Minutes of the Planning Commission Meeting of October 4, 2022



TOWN OF ELIZABETH

ADJOURNMENT

Motion by Trustee Secrist, seconded by Trustee Snively, to adjourn the meeting at 10:54 p.m.
The vote of those Trustees present was unanimously in favor. Motion carried.

Town Clerk Michelle Oeser

Mayor Megan Vasquez

ORDINANCE 22-10

AN ORDINANCE REZONING THE PROPERTY KNOWN AS THE ELIZABETH WEST PROPERTY FROM AGRICULTURE (A-1) DISTRICT TO PLANNED UNIT DEVELOPMENT (PUD) DISTRICT

BE IT ORDAINED BY THE BOARD OF TRUSTEES FOR THE TOWN OF ELIZABETH, COLORADO, THAT:

Section 1. Findings of Fact.

- A. The Town desires to rezone certain property within the Town of Elizabeth, Colorado, generally known as the Elizabeth West Property, as more particularly described in **Exhibit A**, attached hereto, and incorporated herein by this reference (the "Property") from Agriculture (A-1) District to Planned Unit Development (PUD) District.
- B. Public notice has been given of such rezoning pursuant to Section 16-4-30 of the Town of Elizabeth Municipal Code more than fifteen (15) days in advance of the public hearing.
- C. A need exists for rezoning the Property pursuant to Section 16-1-240 of the Town of Elizabeth Municipal Code.

Section 2. The Property is hereby rezoned from Agriculture (A-1) District to Planned Unit Development (PUD) District.

Section 3. The Development Plan and PUD Development Guide attached as **Exhibit B**, and incorporated herein by this reference, shall be the Development Plan and PUD Development Guide for the Property upon the effective date of this Ordinance.

Section 4. The Zoning Ordinance and Zoning Map are hereby amended to conform to the zoning change for the Property.

Section 5. The rezoning of the Property is approved with the following requirements related to the future development of the Property pertaining to the water serving the Property:

- A. All water associated with the Property, including all underlying Denver Basin groundwater, shall be conveyed to the Town within thirty (30) days of the effective date of this approval pursuant to that Annexation Agreement dated January 22, 2019, by and between BK2, LLC, New Point Properties, LLC, MF Investment Partners, LL and the Town, recorded in the records of the Elbert County Clerk and Recorders Office on March 11, 2019, at Reception No. 584214;

- B. The Town accepts the unadjudicated groundwater underlying the 119.5 acre MF Investment Partners LLC parcel within the Property (the "MFI Parcel"), and the Property Owner and the Developer, jointly and severally, shall reimburse the Town for the cost of adjudication of said unadjudicated groundwater pursuant to Section 13-4-50(c) of the Town of Elizabeth Municipal Code; provided however, the Town agrees that the Developer shall be responsible for adjudicating the groundwater as Applicant and shall name the Town as a co-applicant in the water court proceeding; and

- C. The Property may be subdivided based on 130.5 acre feet per year of Denver Basin groundwater (300-year supply), with any deviation as determined at the time of subdivision to be subject to an increase in cash-in-lieu payment; and the Property shall not be further subdivided or otherwise obtain any land use entitlements in excess of the amount in this subparagraph until entry of a final unappealable decree adjudicating the groundwater underlying the MFI Parcel, with any subdivision approval to be based on the actual adjudicated amount of groundwater pursuant to the final decree.

Section 6. Severability. If any section, paragraph clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or enforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 7. The Board of Trustees hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 8. This Ordinance shall become effective thirty (30) days after publication.

Read and approved at a meeting of the Board of Trustees of the Town of Elizabeth, Colorado, this ____ day of _____, 2022.

Passed by a vote of _____ for and _____ against and ordered published.

Megan Vasquez, Mayor

ATTEST

Michelle M. Oeser, Town Clerk



DATE: November 15, 2022
TO: Honorable Mayor and Board of Trustees
FROM: Michelle Oeser, Town Clerk
SUBJECT: Liquor License Application for Catalina's Diner

SUMMARY

Catalina's Diner currently holds a Beer and Wine Liquor License and wishes to expand options for their customers. They are requesting to be approved for a Hotel and Restaurant Liquor License. When applying for a renewal a license holder is only required to apply, pay fees, have a check done with the local police, and be approved by the Town. When applying for a new classification of a liquor license, the applicant must start at the beginning of the application process. All fees have been paid, and public hearing notice has been posted in both the newspaper and at Catalina's Restaurant.

The applicant has chosen to file the application concurrently with the Colorado Department of Revenue. This means it is under review by the State and should be ready to go if the Board approves the application.

Chief Berghahn does not have any concerns with this establishment holding a liquor license. There are no location distancing limitations on holding a license.

RECOMMENDATION

Staff recommends the approval of a Hotel and Restaurant License for Catalina's Diner.

ATTACHEMENT

Application

OCT 12 2022

Colorado Liquor Retail License Application

Town of Elizabeth

New License New-Concurrent Transfer of Ownership State Property Only Master file

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor and Beer Code: SBG.Colorado.gov/Liquor

1. Applicant is applying as a/an Individual Limited Liability Company Association or Other
 Corporation Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant if an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation **FFIN Number**
Catalina's Diner LLC [REDACTED]

2a. Trade Name of Establishment (DBA) **State Sales Tax Number** **Business Telephone**
[REDACTED] 303-646-2700

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
273 E Kiowa Ave

City Elizabeth County Elbert State CO ZIP Code 80107

4. Mailing Address (Number and Street) City or Town State ZIP Code
PO Box 1970 Elizabeth CO 80107

5. Email Address
catalinas.diner@yahoo.com

6. If the premises currently has a liquor or beer license, you must answer the following questions
Present Trade Name of Establishment (DBA) Present State License Number Present Class of License Present Expiration Date
[REDACTED] 03-03483 Beer & Wine (City) 12/08/2022

Section A Nonrefundable Application Fees* **Section B (Cont.) Liquor License Fees***

<input type="checkbox"/> Application Fee for New License.....\$1,100.00	<input type="checkbox"/> Liquor-Licensed Drugstore (County)\$312.50
<input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review\$1,200.00	<input type="checkbox"/> Lodging & Entertainment - L&E (City)\$500.00
<input type="checkbox"/> Application Fee for Transfer\$1,100.00	<input type="checkbox"/> Lodging & Entertainment - L&E (County)\$500.00

Section B Liquor License Fees*

<input type="checkbox"/> Add Optional Premises to H & R.....\$100.00 X _____ Total _____	<input type="checkbox"/> Manager Registration - H & R.....\$75.00
<input type="checkbox"/> Add Related Facility to Resort Complex\$75.00 X _____ Total _____	<input type="checkbox"/> Manager Registration - Tavern.....\$75.00
<input type="checkbox"/> Add Sidewalk Service Area.....\$75.00	<input type="checkbox"/> Manager Registration - Lodging & Entertainment.....\$75.00
<input type="checkbox"/> Arts License (City).....\$308.75	<input type="checkbox"/> Manager Registration - Campus Liquor Complex.....\$75.00
<input type="checkbox"/> Arts License (County).....\$308.75	<input type="checkbox"/> Optional Premises License (City).....\$500.00
<input type="checkbox"/> Beer and Wine License (City).....\$351.25	<input type="checkbox"/> Optional Premises License (County).....\$500.00
<input type="checkbox"/> Beer and Wine License (County).....\$436.25	<input type="checkbox"/> Racetrack License (City).....\$500.00
<input type="checkbox"/> Brew Pub License (City).....\$750.00	<input type="checkbox"/> Racetrack License (County).....\$500.00
<input type="checkbox"/> Brew Pub License (County).....\$750.00	<input type="checkbox"/> Resort Complex License (City).....\$500.00
<input type="checkbox"/> Campus Liquor Complex (City).....\$500.00	<input type="checkbox"/> Resort Complex License (County).....\$500.00
<input type="checkbox"/> Campus Liquor Complex (County).....\$500.00	<input type="checkbox"/> Related Facility - Campus Liquor Complex (City).....\$160.00
<input type="checkbox"/> Campus Liquor Complex (State).....\$500.00	<input type="checkbox"/> Related Facility - Campus Liquor Complex (County).....\$160.00
<input type="checkbox"/> Club License (City).....\$308.75	<input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....\$160.00
<input type="checkbox"/> Club License (County).....\$308.75	<input type="checkbox"/> Retail Gaming Tavern License (City).....\$500.00
<input type="checkbox"/> Distillery Pub License (City).....\$750.00	<input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00
<input type="checkbox"/> Distillery Pub License (County).....\$750.00	<input type="checkbox"/> Retail Liquor Store License-Additional (City).....\$227.50
<input checked="" type="checkbox"/> Hotel and Restaurant License (City).....\$500.00	<input type="checkbox"/> Retail Liquor Store License-Additional (County).....\$312.50
<input type="checkbox"/> Hotel and Restaurant License (County).....\$500.00	<input type="checkbox"/> Retail Liquor Store (City).....\$227.50
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City).....\$600.00	<input type="checkbox"/> Retail Liquor Store (County).....\$312.50
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County).....\$600.00	<input type="checkbox"/> Tavern License (City).....\$500.00
<input type="checkbox"/> Liquor-Licensed Drugstore (City).....\$227.50	<input type="checkbox"/> Tavern License (County).....\$500.00
	<input type="checkbox"/> Vintners Restaurant License (City).....\$750.00
	<input type="checkbox"/> Vintners Restaurant License (County).....\$750.00

* Note that the Division will not accept cash

Questions? Visit: SBG.Colorado.gov/Liquor for more information

Do not write in this space - For Department of Revenue use only

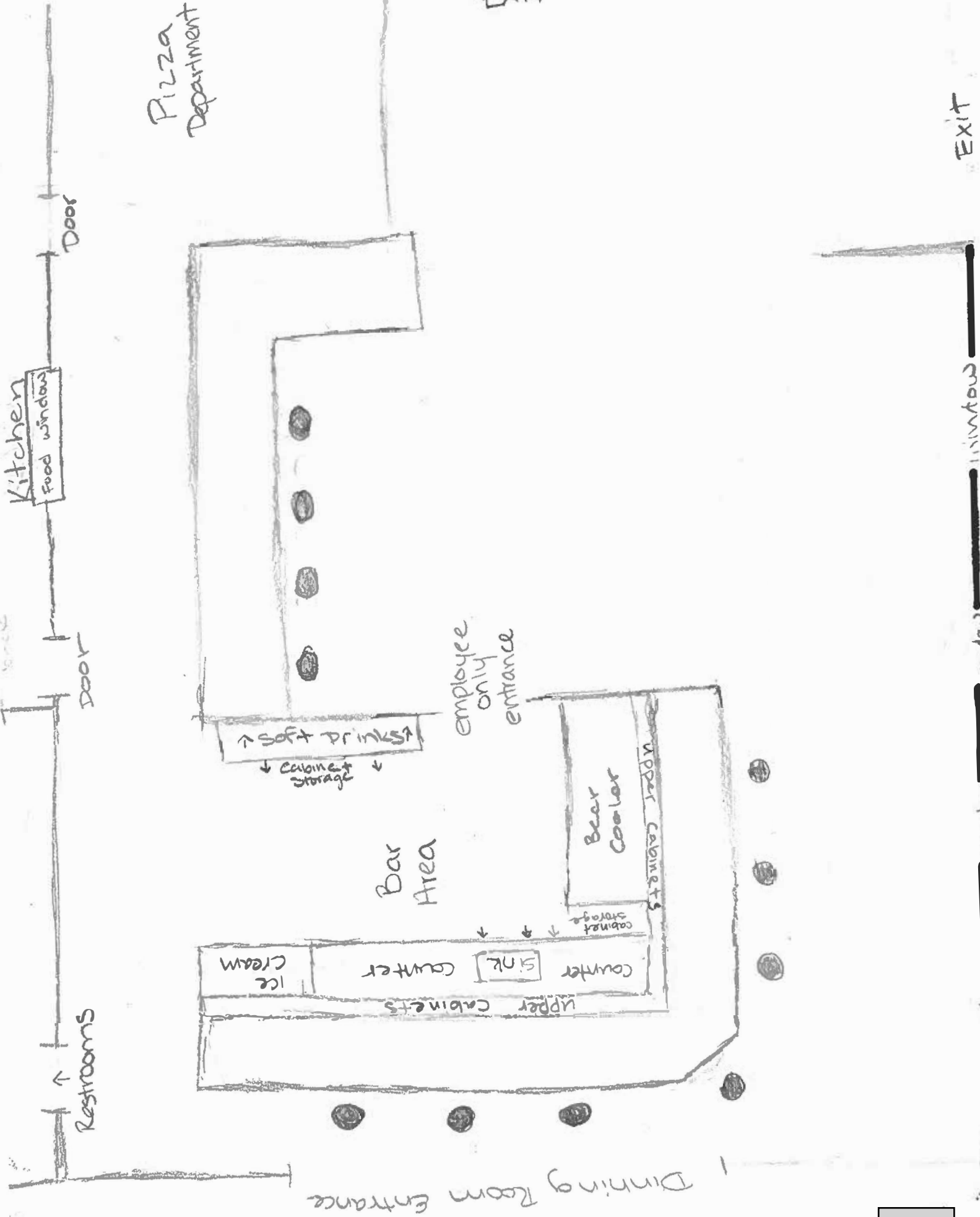
Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$
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Name <i>Catalina's Diner</i>	Type of License <i>Hotel & Restaurant</i>	Account Number		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
a. Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/>				
Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
13 b. Are you a Colorado resident?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		<input checked="" type="checkbox"/> <input type="checkbox"/>		
<i>Beer & Wine License / Catalina's Diner</i>				
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? <input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____		<input type="checkbox"/> <input type="checkbox"/>		
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord <i>Larry Romrell</i>	Tenant <i>Maria Larios</i>	Expires <i>06/2024</i>		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name <i>N/A</i>	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
Number of additional Optional Premise areas requested. (See license fee chart) _____				
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.				
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:				
a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
If "yes" a copy of license must be attached.				

Name Catalina's Diner		Type of License Hotel & Restaurant	Account Number	
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				Yes No
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?				<input type="checkbox"/> <input checked="" type="checkbox"/>
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?				<input type="checkbox"/> <input checked="" type="checkbox"/>
c. How long has the club been incorporated?				<input type="checkbox"/> <input checked="" type="checkbox"/>
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?				<input type="checkbox"/> <input checked="" type="checkbox"/>
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:				Yes No
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)				<input type="checkbox"/> <input checked="" type="checkbox"/>
22. Campus Liquor Complex applicants answer the following:				Yes No
a. Is the applicant an Institution of higher education?				<input type="checkbox"/> <input checked="" type="checkbox"/>
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the Institution of higher education to provide food services.				<input type="checkbox"/> <input checked="" type="checkbox"/>
23. For all on-premises applicants.				
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager Larios		First Name of Manager Javier		
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.				Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>
25. Related Facility - Campus Liquor Complex applicants answer the following:				Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.				
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager Larios Guzman		First Name of Manager Javier		
26. Tax Information.				Yes No
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?				<input type="checkbox"/> <input checked="" type="checkbox"/>
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?				<input type="checkbox"/> <input checked="" type="checkbox"/>
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members . In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant . All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name	Home Address, City & State	DOB	Position	%Owned
Maria Larios	[REDACTED]	[REDACTED]	Owner	100%
Name	Home Address, City & State	DOB	Position	%Owned
Javier Larios	[REDACTED]	[REDACTED]	Manager	0
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above.				
** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)				
** If total ownership percentage disclosed here does not total 100%, applicant must check this box:				
<input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				

Name <i>Catalina's Diner</i>	Type of License <i>Hotel & Restaurant</i>	Account Number	
Oath Of Applicant			
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.			
Authorized Signature <i>Maria G. Larios</i>	Printed Name and Title <i>Maria G. Larios (owner)</i>	Date <i>8/10/22</i>	
Report and Approval of Local Licensing Authority (City/County)			
Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)		
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-1 (Individual History Record) or a DR 8000 (Manager Permit) has been:			
<input checked="" type="checkbox"/> Fingerprinted <input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants			
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license			
(Check One)			
<input type="checkbox"/> Date of inspection or anticipated date _____ <input checked="" type="checkbox"/> Will conduct inspection upon approval of state licensing authority			
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
<input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.			
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.			
Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County	
Signature	Print	Title	Date
Signature	Print	Title	Date



Dry Storage
Room

Wall
Locker

Freezer

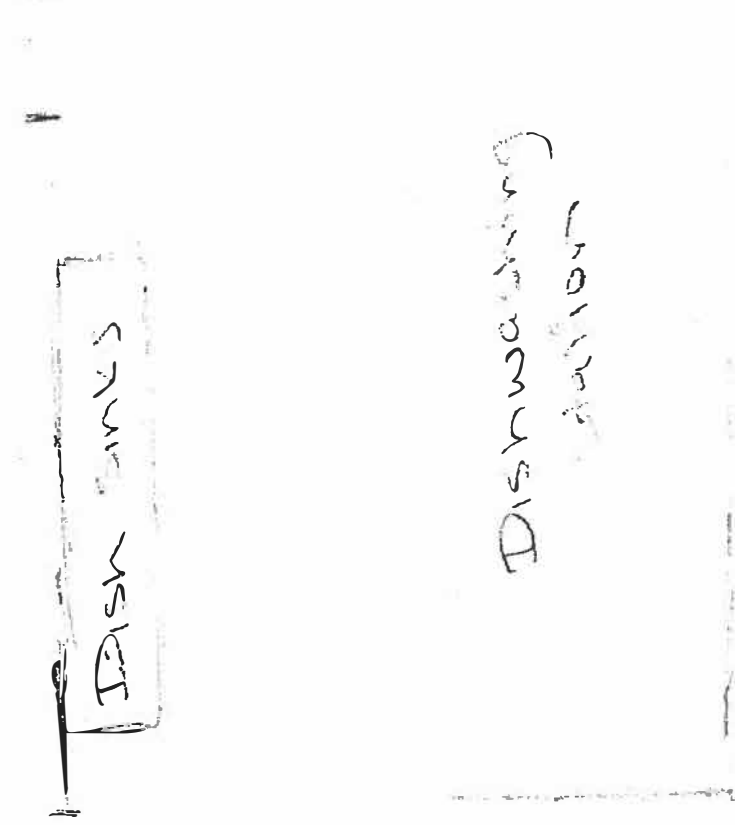
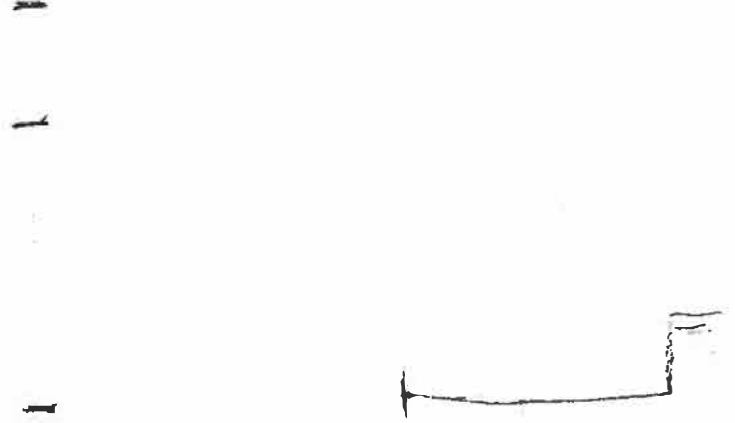
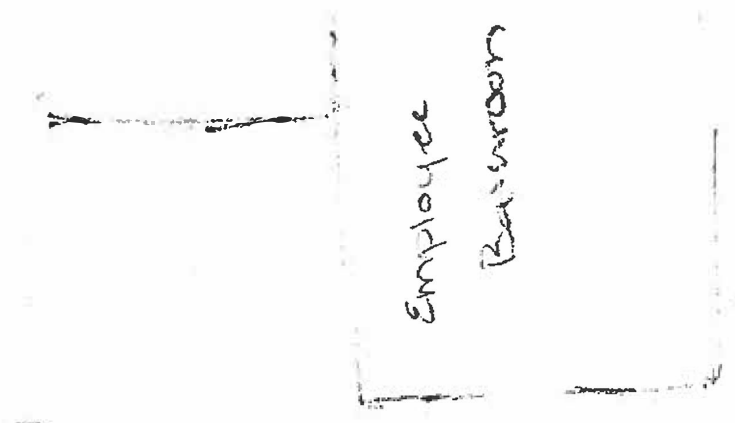


Dish Sinks

Dishwashing
Station

Kitchen

Employee
Bathroom



EXIT

Door

Window

Door

Tax Check Authorization, Waiver, and Request to Release Information

I, Maria Larios am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Catalina's Diner LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Catalina's Diner</u>		Serial/Ident. Number (E-mail/ID) Number [REDACTED]
Address <u>273 E Kiowa Ave</u>		
City <u>Elizabeth</u>	State <u>Colorado</u>	Zip <u>80107</u>
Home Phone Number	Business/Work Phone Number <u>303-646-2700</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Maria G. Larios</u>		
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Maria G. Larios</u>		Date signed <u>8/10/2022</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business <i>Catalina's Diner</i>		Home Phone Number [REDACTED]	
2. Your Full Name (last, first, middle) <i>Javier Larios Guzman</i>		3. List any other names you have used	
4. Mailing address (if different from residence)		Email Address	
5. List current residence address. Include any previous addresses within the last five years (attach separate sheet if necessary)			
Street and Number	City, State, Zip	From	To
[REDACTED]	[REDACTED]	March 2015	Present
[REDACTED]	[REDACTED]	March 2022	March 2022
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)			
Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From To
<i>Catalina's Diner</i>	<i>273 E. Kiowa Ave</i>	<i>Manager</i>	<i>2014 Present</i>
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.			
Name of Relative	Relationship to You	Position Held	Name of Licensee
<i>Maria Larios</i>	<i>sister</i>		
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<i>Applied for Beer & Wine license</i>			
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) Yes No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) Yes No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) Yes No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

1. [Redacted] c. Place of Birth Mexico, Colima d. U.S. Citizen Yes No

e. If naturalized, state where f. When g. Name of District Court

h. Naturalization Certificate Number i. Date of Certification j. If an Alien, Give Alien's Registration Card Number k. Permanent Residence Card Number

l. Height 5'5 m. Weight 210 n. Hair Color Black o. Eye Color Brown p. Gender Male q. Do you have a current Driver's License/ID? If so, give number and state. Yes No # [Redacted] state Colorado

14. Financial Information.
 a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ 2 million

b. List the total amount of the personal investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 2
 * If corporate investment only please skip to and complete section (d)
 ** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature Javier Larios Print Signature Javier Larios Title Manager Date 10-

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business <i>Catalina's Diner</i>	Home Phone Number [REDACTED]
2. Your Full Name (last, first, middle) <i>Larios Guzman Maria G</i>	3. List any other names you have [REDACTED]
4. Mailing address (if different from residence) [REDACTED]	Email Address [REDACTED]

5. List all employment within the last five years. (Attach separate sheet if necessary)

Street and Number	City, State, Zip	From	To
[REDACTED]	[REDACTED]	<i>Apr. 2022</i>	<i>Present</i>
[REDACTED]	[REDACTED]	<i>Dec. 2022</i>	<i>Apr. 2022</i>

6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
<i>Catalina's Diner</i>	<i>273 E Kiowa Ave. ^{Elizabeth} CO 80107</i>	<i>owner</i>	<i>2014</i>	<i>Present</i>
<i>HR Oral Surgery</i>	<i>300 Plaza Dr. Suite 175 Highlands Ranch, CO 80129</i>	<i>Assistant</i>	<i>Dec 2020</i>	<i>Jan 2022</i>

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative	Relationship to You	Position Held	Name of Licensee

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) Yes No

Beer and wine liquor license.

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) Yes No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) Yes No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) Yes No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) Yes No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

c. Place of Birth Mexico d. U.S. Citizen Yes No

e. If Naturalized, state where _____ f. When _____ g. Name of District Court _____

h. Naturalization Certificate Number _____ i. Date of Certification _____ j. If an Alien, Give Alien's Registration Card Number _____ k. Permanent Residence Card Number _____

l. Height _____ m. Weight _____ n. Hair Color Black o. Eye Color Brown p. Gender F q. Do you have a current Driver's License/ID? If so, give number and state. Yes No _____

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ 8,000

b. List the total amount of the personal investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ _____
 * If corporate investment only please skip to and complete section (d)
 ** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

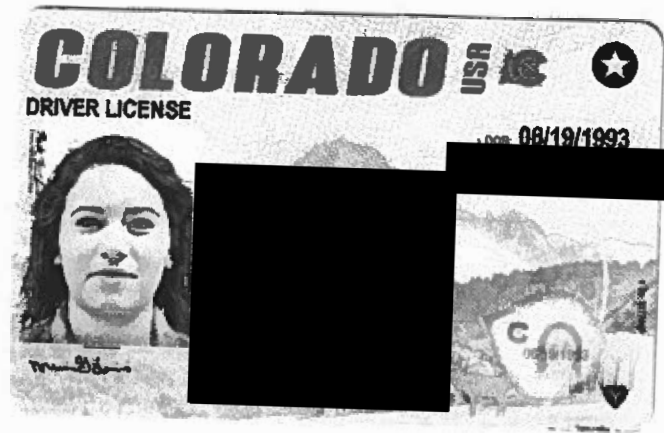
e. Loan Information (Attach copies of all notes or loans)

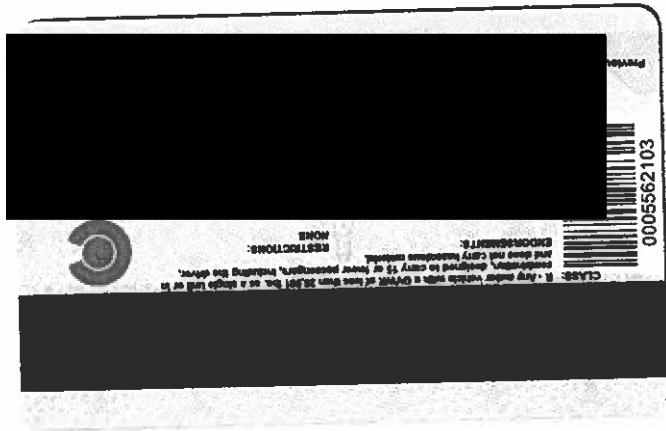
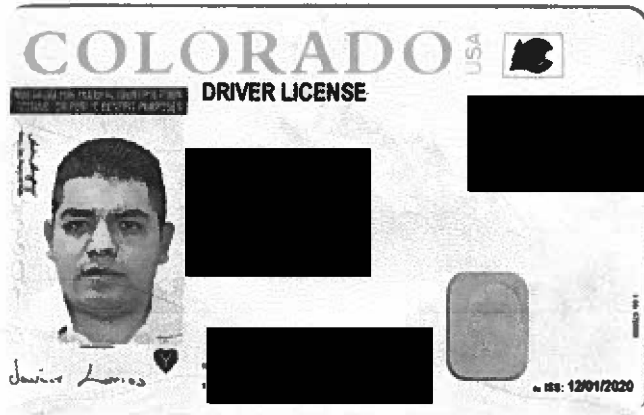
Name of Lender	Address	Term	Security	Amount

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature Maria G Larios Print Signature Maria G Larios Title Owner Date 10/10/19





OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Catalina's Diner LLC

is a

Limited Liability Company

formed or registered on 11/06/2013 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20131645190 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/05/2022 that have been posted, and by documents delivered to this office electronically through 10/08/2022 @ 19:10:05 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/08/2022 @ 19:10:05 in accordance with applicable law. This certificate is assigned Confirmation Number 14374476 .



Jena Griswold

Secretary of State of the State of Colorado

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

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



Colorado Secretary of State
 Date and Time: 11/06/2013 03:29 PM
 ID Number: 20131645190
 Document number: 20131645190
 Amount Paid: \$50.00

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

Catalina's Diner LLC

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "L.L.C.", "llc", or "ltd.". See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address

273 E Kiowa Ave

(Street number and name)

Elizabeth

(City)

CO

(State)

80107

(ZIP/Postal Code)

United States

(Province - if applicable)

(Country)

Mailing address

(leave blank if same as street address)

PO BOX 1970

(Street number and name or Post Office Box information)

Elizabeth

(City)

CO

(State)

80107

(ZIP/Postal Code)

United States

(Province - if applicable)

(Country)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

Larios-Guzman

(Last)

Maria

(First)

Guadalupe

(Middle)

(Suffix)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

273 E Kiowa Ave

(Street number and name)

Elizabeth

(City)

CO

(State)

80107

(ZIP Code)

Mailing address

(leave blank if same as street address)

PO BOX 1970

(Street number and name or Post Office Box information)

Elizabeth CO 80107
(City) (State) (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name
(if an individual) Larios-Guzman Maria Guadalupe
(Last) (First) (Middle) (Suffix)

or

(if an entity)
(Caution: Do not provide both an individual and an entity name.)

Mailing address 273 E Kiowa Ave
(Street number and name or Post Office Box information)

Elizabeth CO 80107
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

one or more managers.

or

the members.

6. (The following statement is adopted by marking the box.)

There is at least one member of the limited liability company.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Larios-Guzman Maria Guadalupe _____
(Last) *(First)* *(Middle)* *(Suffix)*
273 E Kiowa Ave
(Street number and name or Post Office Box information)

Elizabeth CO 80107
(City) *(State)* *(ZIP/Postal Code)*

_____ United States
(Province – if applicable) *(Country)*

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

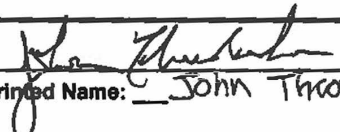
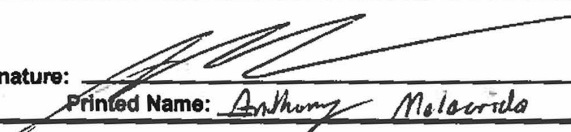


This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).




FOR A LIQUOR LICENSE

Applicant/Trade Name of Establishment:	Maria Larios and Javier Larios / Catalina's Diner
Proposed Location:	273 east Klowa Ave Elizabeth co 80107
Application For License Type:	Liquor License
LLA Public Hearing Date:	
Location:	Town of Elizabeth

BEFORE SIGNING THIS PETITION YOU NEED TO CONFIRM THE FOLLOWING:



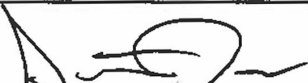

- | | |
|--|---|
| <ul style="list-style-type: none"> ➤ You are at least <u>twenty-one</u> (21) years of age. ➤ You are a resident within the designated area* (see attached map). ➤ You have <u>specified the correct address</u> for your residence. ➤ The petition circulator has witnessed your signature. ➤ Check the YES column if you <u>support</u> this type of license being issued > and/or the existing outlets do not adequately serve the reasonable requirements of the designated area. | <ul style="list-style-type: none"> ➤ You have signed your name only (first, middle and last name). You cannot sign for another individual. ➤ You have not signed another petition concerning the same application. ➤ You have read the petition in its entirety and understand its meaning. ➤ Check the NO column if you <u>oppose</u> this type of license being issued and/or the existing outlets adequately serve the <u>reasonable</u> requirements of the designated area. |
|--|---|



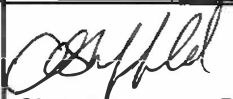



SIG #	Please SIGN and PRINT your Full Name	Complete Home Address including Space or Apartment No.	Resident of *Area?	Age (21 or older)	Today's Date	YES ✓	NO ✓
1	Signature:  Printed Name: <u>John Theodorakis</u>	[REDACTED]	Y	42	10/4/22	✓	
2	Signature:  Printed Name: <u>Anthony Melacorda</u>	[REDACTED]	Y	32	10/4/22	✓	
3	Signature:  Printed Name: <u>Jill McGuire</u>	[REDACTED]	Y	42	10/4/2022	✓	
4	Signature:  Printed Name: <u>Jordan Campo</u>	[REDACTED]	Y	34	10/4/22	✓	

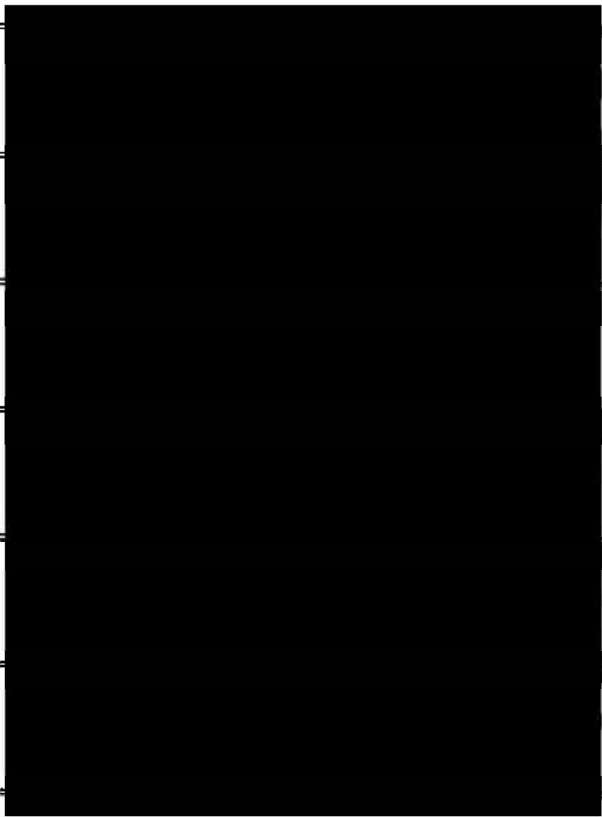
5	Signature:  Printed Name: JUSTIN MAHR		YES	47	10/4/22	✓	
6	Signature:  Printed Name: TIM GOODWIN		YES	67	10/5/22	✓	
7	Signature:  Printed Name: STIANNE COSENTINO		YES	27	10/5/22	✓	

FOR A LIQUOR LICENSE

Applicant:	
Trade Name of Establishment:	
Proposed Location:	
License Type:	

SIG #	Please SIGN and PRINT your Full Name	Complete Home Address including Space or Apartment No.	Resident of *Area?	Age (21 or older)	Today's Date	YES: ✓	NO: ✓
1	Signature:  Printed Name: Kalbi Williams		YES	21	10/5/22	✓	
2	Signature:  Printed Name: Kirstin Smith		YES	49	10/5/22	✓	
3	Signature:  Printed Name: Samantha Dyer		YES	23	10/5/22	✓	
4	Signature:  Printed Name: Hyle Stewart		YES	26	10/5/22	✓	

5	 Steven Ball Signature: _____ Printed Name:	Yes	27	05/13/19	✓
6	 Tonya Montgomerie Signature: _____ Printed Name:	Yes	54	10/6/22	✓
7	 Albie Sheffield Signature: _____ Printed Name:	Yes	37	10/7/22	✓
8	 Michelle Medrano Signature: _____ Printed Name: Michelle Medrano	Yes	42	10/7/22	✓
9	 Todd Clark Signature: _____ Printed Name:	Yes	41	10/8/22	✓
10	 Carrie Withuhn Signature: _____ Printed Name:	Yes	51	10/8/22	✓



9

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit: SBG.Colorado.gov/Liquor for more information**

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant Information <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input checked="" type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority) <input checked="" type="checkbox"/> E. All sections of the application need to be completed <input checked="" type="checkbox"/> F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application
II.	Diagram of the premises <input checked="" type="checkbox"/> A. No larger than 8 1/2" X 11" <input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input checked="" type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input checked="" type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input checked="" type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input checked="" type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input checked="" type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)
IV.	Background Information (DR 8404-I) and financial documents <input checked="" type="checkbox"/> A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: IdentoGO – https://uenroll.identogo.com/ Phone: 844-539-5539 (toll-free) Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 Details about the vendors and fingerprinting in Colorado can be found on CBI's website here: https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable) <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) <input type="checkbox"/> A. Certificate of Incorporation <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
VIII.	Limited Liability Company applicant information (if applicable) <input checked="" type="checkbox"/> A. Copy of articles of organization <input checked="" type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only)
IX.	Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application <input checked="" type="checkbox"/> A. \$75.00 fee <input checked="" type="checkbox"/> B. Individual History Record (DR 8404-I) <input checked="" type="checkbox"/> C. If owner is managing, no fee required

LEASE

**273 E. KIOWA, LLC
Landlord**

and

ccy

Tenant

LEASE

THIS LEASE ("Lease") is entered into by Landlord and Tenant on the Date which is set forth for reference only in the following Basic Lease Information.

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION.

1.1 Terms. In addition to the terms which are defined elsewhere in this Lease, the following defined terms are used in this Lease:

- (a) DATE: 10.21.22
- (b) LANDLORD: 273 E. Kiowa, LLC, a Colorado limited liability company.
- (c) TENANT: Maria Larios
TRADE NAME: _____
- (d) PREMISES: the land and building located at 273 East Kiowa, Elizabeth, Colorado 80107.
- (e) TERM: Beginning on the Commencement Date and expiring on the Termination Date (the "Initial Term").
- (f) COMMENCEMENT DATE: 10.21.22
- (g) EXPIRATION DATE: (i) If the Commencement Date is the first day of the calendar month, then the Expiration Date will be the 12 month anniversary of the day immediately preceding the Commencement Date, or (ii) if the Commencement Date is not the first day of a month, then the Expiration Date will be the _____ month anniversary of the last day of the month in which the Commencement Date occurs.
- (h) BASE RENT: The annual sum of ~~\$48,000.00~~ ^{\$ 2000}, subject to adjustment as provided in Section 3. *AK*
- (i) RENTABLE AREA OF THE PREMISES: [Intentionally deleted.]
- (j) SECURITY DEPOSIT: \$5,000.00. *omit AK*
- (k) PERMITTED USE: Operation of a restaurant, including the serving of beer and wine.

conditions set forth herein. Tenant shall not be required to pay any Rent for its use and enjoyment of the Furniture, Fixtures and Equipment separate from or in addition to the Base Rent and other Rent payable by Tenant under this Lease. Tenant agrees that it shall, throughout the Term, at Tenant's sole cost and expense, repair and maintain the Furniture, Fixtures and Equipment in good condition and repair and replace any items thereof which may from time to time wear out or otherwise require replacement; provided, however, Tenant shall not be obligated to replace dishes, glassware, kitchen utensils, flatware or other minor items that wear out from normal wear and tear during the Term of this Lease. The Furniture, Fixtures and Equipment shall remain Landlord's property throughout and after the expiration of the Term or earlier termination of this Lease, and after the expiration of the Term or sooner termination of this Lease, Tenant shall surrender possession of the Furniture, Fixtures and Equipment (other than replacements purchased by Tenant) to Landlord in good condition and repair, ordinary wear and tear excepted. Notwithstanding Landlord's ownership of the Furniture, Fixtures and Equipment, Tenant shall, at its sole cost and expense, throughout the Term, pay all personal property taxes levied thereon in accordance with the provisions of this Lease, and shall insure the same in accordance with the provisions of this Lease. Tenant shall, upon execution of this Lease and from time to time thereafter as requested by Landlord, execute such financing statements, memoranda of lease and other instruments or documents as may, in Landlord's reasonable opinion, be necessary or appropriate to protect Landlord's interest in the Furniture, Fixtures and Equipment from the claim of Tenant's creditors.

3. TERM, DELIVERY AND ACCEPTANCE.

3.1 Term. The duration of this Lease shall be the Term. The Initial Term will commence on the Commencement Date and expire on the Expiration Date.

3.2 Condition of Premises. Tenant hereby agrees that the Premises shall be taken "AS IS," "with all faults," "without any representations or warranties," and Tenant hereby acknowledges and agrees that it has investigated and inspected the condition of the Premises and the suitability of same for Tenant's purposes, and Tenant does hereby waive and disclaim any objection to, cause of action based upon, or claim that its obligations hereunder should be reduced or limited because of the condition of the Premises or the suitability of same for Tenant's purposes. Tenant acknowledges that neither Landlord nor any agent nor any employee of Landlord has made any representation or warranty with respect to the Premises or with respect to the suitability of the Premises for the conduct of Tenant's business and Tenant expressly represents and warrants that Tenant has relied solely on its own investigation and inspection of the Premises in its decision to enter into this Lease and let the Premises in an "As Is" condition. Landlord shall not be responsible for any items of damage caused by Tenant, its agents, independent contractors, suppliers, customers or invitees. No promises of Landlord to alter, remodel or improve the Premises have been made by Landlord to Tenant.

4. BASE RENT. During each Lease Year, Tenant agrees to pay Landlord, without notice or demand, Base Rent, in monthly installments in an amount equal to 1/12 of Base Rent, on or before the first day of each and every successive calendar month during the Term, except that the first month's installment of Base Rent, together with any other Rent required to be paid under this Lease, shall be paid upon the execution hereof. The Base Rent installment for any period of less than one month shall be a prorated portion of the monthly installment provided

herein, based upon a 30 day month. Base Rent and all other Rent due hereunder shall be paid to Landlord, without deduction or offset, in lawful money of the United States of America, at Landlord's Address or at such other place as Landlord may from time to time designate in writing.

5. TAXES.

5.1 Taxes Payable by Tenant. Tenant will pay promptly when due all sales, use, merchandise and personal property taxes on Tenant's personal property in the Premises and any other taxes payable by Tenant, the nonpayment of which might give rise to a lien on the Premises or Tenant's interest in the Premises.

5.2 Exemption from Sales Tax Lien. As provided in Colo. Rev. Stat. § 39-26-117 and § 39-26-205(3), as amended from time to time, the Premises and all of the improvements and installations (other than Tenant's trade fixtures) made to or installed in the Premises (whether constructed by, for or at the expense of Landlord or Tenant) and the Furniture, Fixtures and Equipment, all of which shall be deemed property owned by Landlord (pending any other direction from Landlord under Section 11), shall be exempt from any lien for sales and use taxes otherwise imposed or collected by the taxing authorities of the State of Colorado. In order to secure this exemption, Landlord shall execute a memorandum of this Lease for filing with the Colorado Department of Revenue as prescribed by that agency.

6. SECURITY DEPOSIT. \$5,000.00. *omit*

7. USE.

7.1 General. The Premises will be used only for the Permitted Use and for no other purpose. Tenant will not: (i) do or permit to be done in or about the Premises, nor bring to, keep or permit to be brought, kept or maintained in the Premises, anything or any condition which is prohibited by or will in any way conflict with any law, statute, ordinance or governmental rule or regulation which is now in force or which may be enacted or promulgated after the date of this Lease; (ii) use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose; or (iii) cause, maintain or permit any nuisance in, on or about the Premises or commit or allow to be committed any waste in, on or about the Premises. Tenant will not (a) advertise any distress, fire, bankruptcy, liquidation, relocation or closing or going out of business sale unless such advertisements are true, and Landlord gives its prior written consent; (b) warehouse and stock within the Premises any goods, items or merchandise other than that which Tenant intends to offer for sale in the operation of the restaurant to be operated by Tenant on the Premises; or (c) use or permit the use in the Premises of any pinball machines, video games or other devices or equipment for amusement or recreation.

7.2 Operation of Tenant's Business. Tenant's business in the Premises will be conducted only under the Trade Name; Tenant will not use or permit the Premises to be used under any other name or trade name without Landlord's prior written consent. Tenant's local advertising will refer to the business conducted at the Premises and will mention the address of the Premises. Tenant acknowledges that the identity of Tenant, the specific character of Tenant's business, and the anticipated use of the Premises have been material considerations to Landlord's

entry into this Lease. Any material change in the character of Tenant's business or use from that contemplated in this Lease will constitute an "Event of Default" under this Lease. Tenant will carry on its business diligently and continuously at the Premises through the Term of this Lease and will keep the Premises open for business in accordance with Section 7.3. Tenant hereby acknowledges that it has investigated whether the Premises and Tenant's proposed use of the Premises and its proposed manner of operation will comply with all applicable laws, and Tenant assumes the risk that the Premises and Tenant's proposed use of the Premises and its proposed manner of operation are, and will continue to be, in compliance with all applicable laws, including, without limitation, the Americans With Disabilities Act of 1990 and all zoning laws regulating the use and enjoyment of the Premises. Tenant hereby waives any defense to its obligations hereunder based upon the legal doctrines of frustration, impossibility or other defenses based on its inability to use the Premises for the purposes for which they were leased hereunder.

7.3 Continuous Operations. Following the Commencement Date, Tenant agrees to continuously operate its business in the Premises during the Term, except that Tenant shall not have any obligation to be open and operating on nationally recognized holidays.

7.4 Hazardous Materials. Tenant will not store, use or dispose of any hazardous materials in, on or about the Premises. Tenant will be solely responsible for and will defend, indemnify and hold Landlord, its shareholders, officers, directors, members, partners, lenders, and agents and employees harmless from and against all claims, costs and liabilities, including reasonable attorneys' fees, court costs, and other expenses of litigation (i) arising out of or in connection with Tenant's breach of its obligations contained in this Section 7.4, or (ii) arising out of or in connection with the removal, clean-up and restoration work and materials necessary to return the Premises and any other property of whatever nature located in the Premises to their condition existing prior to the appearance of Tenant's hazardous materials in the Premises. Tenant's obligations under this Section will survive the expiration or other termination of this Lease.

8. UTILITIES. Tenant covenants and agrees to pay directly all charges for water, sewage disposal, trash removal, gas, electricity, light, heat, air-conditioning, power, telephone or other utility services used or consumed in, or supplied to the Premises. Landlord shall incur no liability to Tenant in the event that any utility becomes unavailable from any source of supply for any reason. All utilities required by Tenant shall be contracted for by Tenant in Tenant's own name with the appropriate utility supplier. Tenant shall pay for all such utilities from time to time as invoiced by the suppliers of such utilities.

9. LANDLORD'S SERVICES.

9.1 Landlord's Repair and Maintenance. Landlord will maintain the structural components of the Premises (including the roof, the foundation and the load bearing walls of the building which is a part of the Premises), the systems (including the mechanical, plumbing, electrical and HVAC systems and equipment), and the parking area of the Premises (except for snow removal), in reasonably good order and condition; provided, however that such obligations shall be subject to the provisions of Sections 7.2, 24 and 25 hereof. Notwithstanding

the foregoing, Landlord is not responsible for stopped drains, air handler filter replacement or snow removal.

9.2 Limitation on Liability. Landlord will not be liable to Tenant or any other person, for direct or consequential damages, or otherwise, for any failure of supply of any heat, air conditioning, elevator, cleaning, lighting, or other service. Landlord shall not be responsible for any electrical current surges. Landlord reserves the right temporarily to discontinue such utilities and services, or any of them, at such times as may be necessary by reason of accident, repairs, alterations or improvements, strikes, lockouts, riots, acts of God, governmental preemption in connection with a national or local emergency, any law, rule, order or regulation of any governmental agency, conditions of supply and demand which make any product unavailable, Landlord's compliance with any mandatory governmental energy conservation or environmental protection program, or any voluntary governmental energy conservation program at the request of or with consent or acquiescence of Tenant, or any other happening. Landlord will not be liable for damages for injury to persons or property or interruption of business for any discontinuance, nor will such discontinuance in any way be construed as an eviction of Tenant, cause an abatement of Rent, or operate to release Tenant from any of Tenant's obligations under this Lease.

10. TENANT'S REPAIR AND MAINTENANCE. Except for those items expressly required to be maintained and repaired by Landlord pursuant to Section 9, Tenant, at its sole cost and expense, will maintain and repair all equipment, personal property and trade fixtures located in the Premises, the storefront of the Premises, and all glass surfaces within the Premises, in good working order and in good, clean and sanitary condition, reasonable wear and tear excluded. In addition, Tenant shall, at its sole cost and expense, be responsible for all snow removal, unclogging and repair of stopped drains and air handler filter replacement. Tenant will immediately advise Landlord of any damage to the Premises. If Tenant fails to fulfill its repair obligations as set forth in this Section 10, and such breach or failure to comply continues for 30 days after written notice by Landlord specifying Tenant's breach or failure to comply (unless the breach or failure to comply cannot reasonably be cured within such 30-day period, in which case, if Tenant does not in good faith commence to cure such breach or failure to comply within such 30-day period or does not diligently complete such cure within 60 days after notice from Landlord), then at Landlord's option, Landlord may fulfill Tenant's repair obligations at the expense of Tenant, and such expense, including an amount sufficient to reimburse Landlord for overhead and related expenses, will be collectible as Rent and will be paid to Landlord by Tenant within 10 days after delivery of a statement for such expense.

11. ALTERATIONS; ADDITIONS. Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. Landlord may impose, as a condition to granting such approval, such requirements as Landlord, in its sole discretion, may deem desirable, including, without limitation, requiring that plans and specifications be submitted for Landlord's approval, that payment and performance bonds be posted, that construction be accomplished during a specified time period and that such alterations, additions or improvements be removed from the Premises 30 days prior to the end of the Term and that the Premises be restored to their condition

at the commencement of the Lease, ordinary wear and tear excluded. If Landlord, at the time of granting Tenant such approval to make such alterations, additions or improvements, does not require that such alterations, additions or improvements be removed from the Premises 30 days prior to the end of the Term and the Premises to be restored to their condition at the commencement of the Lease, then Tenant shall leave any such alterations, additions or improvements in the Premises at the expiration of the Term of the Lease unless Landlord directs otherwise by notice to Tenant given on or before the expiration or earlier termination of the Term. All alterations, additions, or improvements made by Tenant to the Premises shall be done in accordance with all applicable laws, regulations, ordinances, rules, or other requirements of all governmental or other authorities. Except with respect to items that Tenant is required by Landlord to remove from the Premises in accordance with this Section 11 above, any alterations, additions or improvements to or of the Premises, including, but not limited to, wall coverings, paneling, built-in cabinet work, and work stations, but excluding movable furniture, equipment and trade fixtures placed in the Premises by Tenant, shall at once become a part of the Premises and Landlord's property and shall be surrendered with the Premises.

12. LIENS. Tenant shall keep the Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant. In the event that any such liens are filed against the Premises, Tenant may contest the same so long as Tenant contests the same diligently and in good faith and so long as adequate security (in Landlord's sole discretion) is provided by Tenant to Landlord to protect Landlord and the Premises from such lien. Notwithstanding anything to the contrary, if any action is commenced to foreclose any such lien, Tenant shall within 10 days cause a bond or other security to be deposited with the appropriate court so as to cause such lien to be released from the Premises. In addition to any other requirements set forth in this Lease, at least 10 days prior to the commencement of any work or the furnishing of any materials within the Premises by or at the direction of Tenant, Tenant shall give Landlord written notice of Tenant's intention to commence such work, and Tenant shall, within five days of the date of such notice to Landlord, post and keep posted in a conspicuous place upon the Premises, a notice, pursuant to Colorado Revised Statutes § 38-22-105 and any similar law or regulation, notifying all laborers and materialmen providing labor or materials to the Premises that the Premises and Landlord's interest therein are not subject to any lien for the same. Tenant's obligations under this Section will survive the expiration or earlier termination of this Lease.

13. END OF TERM. At the end of the Term, Tenant will promptly quit and surrender the Premises broom-clean, in good order and repair, ordinary wear and tear excepted. If Tenant is not then in default, Tenant may remove from the Premises any trade fixtures, equipment and movable furniture placed in the Premises by Tenant, whether or not such trade fixtures or equipment are fastened to the Premises; provided, however, that Tenant will not remove any trade fixtures or equipment if the removal of such fixtures or equipment will result in impairing the structural strength of the Premises. Whether or not Tenant is in default, Tenant will remove such alterations, additions, improvements, trade fixtures, equipment and furniture as Landlord has requested in accordance with Section 11. Tenant will fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions and improvements. All trade fixtures, equipment, furniture, inventory, effects, alterations, additions and improvements on the Premises after the end of the Term will be deemed conclusively to have been abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of

by Landlord without notice to Tenant or any other person and without obligation to account for them, and Tenant will reimburse Landlord for all expenses incurred in connection with such property, including without limitation the cost of repairing any damage to the Premises caused by the removal of such property. Tenant's obligation to observe and perform this covenant will survive the expiration or other termination of this Lease.

14. ASSIGNMENT AND SUBLETTING.

14.1 General. Tenant shall not, either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the Premises, or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the Premises, or any portion thereof (any of which shall be referred to as a "Transfer"), without first obtaining the written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. A consent to one Transfer shall not be deemed to be a consent to any subsequent Transfer. Consent to any such Transfer shall in no way relieve Tenant of any liability under this Lease. Any Transfer without such consent shall be void, shall confer no rights upon any third person and shall, at the option of the Landlord, constitute an "Event of Default" under the terms of this Lease. Further, this provision shall serve as notice to any assignee, subtenant, licensee, concessionaire or other transferee that a Transfer without Landlord's prior written consent shall be void and of no force and effect.

14.2 Rights of Landlord. If Tenant's interest in this Lease is assigned, whether or not in violation of the provisions of this Lease, Landlord may collect Rent from the assignee; if the Premises or any part thereof are sublet to, or occupied by, or used by, any person other than Tenant, whether or not in violation of this Lease, Landlord, after default by Tenant under this Lease, may collect Rent from the subtenant, user or occupant. In either case, Landlord shall apply the net amount collected to the Rents reserved in this Lease, but neither any such assignment, subletting, occupancy, nor use, nor any such collection or application, shall be deemed a waiver of any term, covenant or condition of this Lease or the acceptance by Landlord of such assignee, subtenant, occupant or user as a tenant. Tenant agrees to pay to Landlord any reasonable attorneys' fees and other expenses incurred by Landlord in connection with any proposed assignment of Tenant's interest in this Lease or any proposed subletting of the Premises or any part thereof.

14.3 Effectiveness of Assignment or Sublease. No permitted or approved assignment or subletting shall be effective or valid for any purpose whatsoever unless and until a counterpart or copy of the assignment or sublease shall have been first delivered to Landlord, and, in the event of an assignment, until Tenant has delivered to Landlord a written agreement executed and acknowledged by Tenant and such assignee wherein such assignee assumes jointly and severally with Tenant the due performance of Tenant's obligations under this Lease throughout the entire Term, notwithstanding any other or further assignment.

14.4 Certain Transfers. Any transfer by operation of law or otherwise, of (i) Tenant's interest in this Lease, (ii) 50% or greater equity, capital, profits or voting interest in Tenant (whether stock, partnership interest or otherwise, and aggregating the current transfer

with previous transfers), or (iii) practical control of Tenant and its affairs shall be deemed an assignment of this Lease for purposes of this Section 14.

15. SIGNS. The design, size, location and manner of installation of all signs in, on or about the Premises shall be within Landlord's exclusive control. In addition to the foregoing, Tenant shall be bound by and abide by all rules and regulations promulgated by the Town of Elizabeth or the County of Elbert regarding the design, size, location and manner of installation of all signs in, on or about the Premises. If Landlord consents to any signs, such signs shall be installed and maintained at Tenant's expense.

16. HOLD HARMLESS; NON-LIABILITY OF LANDLORD. Tenant shall indemnify and hold Landlord and its shareholders, officers, directors, members, partners, lenders, agents and employees harmless from and against any and all claims, demands, suits, causes of action and judgments, and all costs and expenses related thereto (including reasonable attorneys' fees, court costs, and other expenses), and all damages (including without limitation consequential damages), losses and liabilities of any kind or nature whatsoever for or attributable to the injury, death, disability or illness of any person or persons, or damage to any property occurring in, on or about the Premises or arising from Tenant's use of the Premises. In any action or proceeding against Landlord by reason of such claim, if Landlord elects, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

17. INSURANCE OBLIGATIONS.

17.1 Coverages. Tenant agrees that, from and after the date of this Lease, Tenant shall carry and maintain, at its own cost and expense, the following types, amounts and forms of insurance:

17.1.1. Liability Insurance. Tenant shall carry and maintain commercial general liability insurance with a combined single limit of not less than \$2,000,000.00 in respect to any one accident or occurrence, insuring against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and including contractual liability coverage for the performance of Tenant's indemnity obligations under this Lease, liquor liability insurance, personal injury insurance, premises operation insurance, products/completed operations hazard insurance, broad form property damage insurance and independent contractor's insurance and any other endorsements that Landlord may require to cover any particular use of the Premises permitted by this Lease. The amounts of the insurance required hereunder shall be subject to adjustment from time to time as requested by Landlord, based upon Landlord's determination as to the amounts of such insurance generally required for comparable tenants, premises and buildings in the general geographical location of the Premises or as required by a lienholder with an interest in the Premises.

17.1.2. Casualty Insurance. Tenant shall carry and maintain a policy or policies of insurance insuring all merchandise, equipment, trade fixtures, appliances, furnishings, and personal property in the Premises, in an amount not less than their full replacement cost without deduction for depreciation from time to time during the Term, providing protection against all perils included within the classifications of fire, extended coverage, vandalism,

malicious mischief, special extended peril (all risk), mechanical equipment, glass breakage and sprinkler and fire suppression system leakage. The replacement cost shall be determined by agreement or appraisal made at the expense of Tenant by an accredited insurance appraiser approved by Landlord. Such agreement or appraisal may be required from time to time by either party whenever property, fixtures, or improvements have increased in value, or three years have elapsed since the last such agreement or appraisal. All policy proceeds will be used for the repair or replacement of the property damaged or destroyed unless this Lease is terminated pursuant to Section 24 or 25 below.

17.1.3. Other Insurance. Tenant shall carry workmen's compensation insurance as required by law covering all of Tenant's employees. Tenant shall also carry insurance for all plate glass of the Premises covering all risks for the benefit of Landlord and Tenant in amounts and with a company satisfactory to Landlord.

17.2 Policy Provisions. The policies of insurance required to be carried by Tenant pursuant to Section 17.1 shall be with insurance companies authorized to transact business in the State of Colorado that are reasonably acceptable to Landlord or insurance companies that are rated A+, XV or better in "Best's Key Rating Guide." All such policies shall name Landlord as an additional insured thereunder, as its interests may appear (and, if requested by Landlord, such policies shall also name as additional insureds thereunder any other person or entities as Landlord may designate) and shall be subject only to such exclusions as Landlord may reasonably approve. Without Landlord's prior written consent, no such policy shall provide for a deductible in excess of \$1,000.00. Each such policy shall obligate the issuer thereof to notify Landlord in writing not less than 30 days before any expiration date, cancellation or modification of such policy. All such policies shall be written as primary policies not contributing with, and not in addition to, coverage which Landlord or any other person may carry and shall provide that Landlord's coverage or interest thereunder shall not be affected by any act or omission of Tenant. Tenant shall furnish to Landlord, on or before the date of this Lease and from time to time upon request by Landlord, certificates of insurance on ACORD Form 27 (or another form approved by Landlord in advance) which shall set forth the specifics and particulars of coverage in sufficient detail to assure Landlord that the insurance requirements herein set forth have been satisfied and are in full force and effect. In the event Tenant shall fail to provide and maintain the insurance required hereunder, Landlord, at Landlord's sole option (and without waiving any rights against Tenant for breaching the provisions set forth above), may obtain such insurance or any portion thereof and pay the premiums in regard thereto, whereupon within five days after written demand therefor given by Landlord to Tenant, Tenant shall reimburse Landlord for such premiums.

17.3 Landlord's Insurance. During the Term, Landlord shall carry and maintain a policy or policies of insurance for fire and extended coverage insuring the Premises and all improvements, buildings, structures and systems (including mechanical, plumbing, electrical and HVAC systems) in the Premises, in an amount not less than their full replacement cost without deduction for depreciation from time to time during the Term (with coverage at Landlord's option by endorsement or otherwise, for vandalism, malicious mischief, special extended peril (all risk), mechanical equipment, sprinkler and fire suppression system leakage, boilers and rental loss).

17.4 Waivers of Claims for Property Losses. Landlord and Tenant hereby waive any and all rights to recover against the other, or against their respective shareholders, officers, directors, members, partners, employees, contractors and agents, for damage to such waiving party or loss of its property or the property of others under its control. In addition, Landlord and Tenant agree that neither them nor their shareholders, officers, directors, members, partners, lenders, agents and employees shall be liable to the other for any loss or damage to property in the Premises or to business resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Premises or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness, or any such injury or damage from any other cause whatsoever including the acts or omissions of either Landlord or Tenant or any other Tenant, occupant or visitor of the Premises. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Premises. Landlord and its agents and employees shall not be liable for interference with light or air, or for any latent defect in the Premises. Landlord shall have no obligation to provide security guards, patrols, devices or systems for the Premises, and shall not be liable for any failure to provide such security services.

17.5 Waiver of Subrogation. All property insurance policies carried by Landlord or Tenant with respect to the Premises and the property of Landlord or Tenant on the Premises, shall waive any right of the insurer of one party to subrogation against the other party to the extent permitted by law. If any insurance policy cannot be obtained with a waiver of subrogation, or is obtainable only by the payment of an additional premium charge above that charged by insurance companies issuing policies without waiver of subrogation, the party undertaking to obtain the insurance shall notify the other party of this fact. The other party shall have a period of 10 days after receiving the notice either to place the insurance with a company that is reasonably satisfactory to the notifying party and that will carry the insurance with a waiver of subrogation, or to agree to pay the additional premium if such a policy is obtainable at additional cost. If the insurance cannot be obtained or the party in whose favor a waiver of subrogation is desired refuses to pay the additional premium charged, then Landlord and Tenant are relieved of the obligation to obtain a waiver of subrogation rights with respect to the particular insurance involved.

18. LANDLORD'S LIEN. In addition to any statutory landlord's lien and in order to secure payment of all Base Rent and other sums of money becoming due from Tenant under this Lease, and to secure payment of any damages or loss which Landlord may suffer by reason of the breach by Tenant of any covenant, agreement or condition contained in this Lease, Tenant hereby grants to Landlord a security interest in and an express contractual lien upon all goods, inventory, equipment, fixtures, furniture, improvements and other personal property, and all proceeds thereof, of Tenant presently or which may hereafter be situated on the Premises. Tenant's personal property may not be removed from the Premises, except in the ordinary course of business, without Landlord's prior written consent if any Event of Default is in existence. Upon the occurrence of an "Event of Default" (as defined in Section 22 hereof), in addition to any other available remedies, Landlord shall have all the rights of a secured party under the Colorado Uniform Commercial Code with respect to the property covered by the security interest herein granted. Upon request by Landlord, Tenant agrees to execute and deliver to Landlord such financing statements as may be required to perfect the security interest of Landlord granted herein. Tenant hereby appoints Landlord as its true and lawful attorney-in-fact for purposes of

executing any financing statement or other instrument necessary to perfect Landlord's security interest, and Landlord is authorized to execute such financing statement or instrument upon Tenant's failure to do so.

19. RULES AND REGULATIONS. Tenant shall faithfully observe and comply with such Rules and Regulations as Landlord shall from time to time promulgate and/or modify. Landlord shall have the right to amend, delete, and make such other rules and regulations concerning the Premises as Landlord deems reasonably necessary, which rules and regulations shall be binding upon Tenant upon delivery of a notice thereof to Tenant.

20. HOLDING OVER. If Tenant shall hold over after the expiration of the Term or of Tenant's right of possession, without written agreement providing otherwise, Tenant shall be deemed to be a tenant from month to month, at a monthly Base Rent, payable in advance, equal to 150% of monthly Base Rent payable during the last year of the Term. Tenant shall be bound by all of the other terms, covenants and agreements of this Lease as the same may apply to a month-to-month tenancy. Nothing contained herein shall be construed to give Tenant the right to hold over at any time, and Landlord may exercise any and all remedies at law or in equity to recover possession of the Premises, as well as any damages incurred by Landlord, due to Tenant's failure to vacate the Premises and deliver possession to Landlord as herein provided.

21. ENTRY BY LANDLORD. Landlord reserves, and shall at any and all reasonable times have, the right to enter the Premises to inspect the same, to show the Premises to prospective purchasers of the Premises or tenants, to post notices of nonresponsibility, and to repair the Premises or any portion of the Premises as Landlord may deem necessary or desirable (as provided in Sections 9 and 10 hereof), all without abatement of Rent, and Landlord may for such purposes erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, provided that the entrance to the Premises shall not be unreasonably blocked thereby, and further provided that the business of the Tenant shall not be interfered with unreasonably. Tenant hereby waives and releases any claim against Landlord or its agents or employees for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby, arising out of Landlord's actions in accordance with this Section 21. Landlord shall have the right to use any and all means which Landlord may deem proper to open any doors in an emergency in order to obtain entry to the Premises, without liability to Tenant except for any failure to exercise due care for Tenant's property. Any entry to the Premises obtained by Landlord in accordance with this Section 21 shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

22. DEFAULT AND REMEDIES.

22.1 Events of Default. Each of the following shall constitute an "Event of Default" under this Lease:

22.1.1 Failure to Pay Rent or Other Amounts. If Tenant fails to pay when due, Base Rent or any other Rent or any other amount payable by Tenant under the terms of this Lease, and such failure shall continue for five days after written notice from Landlord to

Tenant of such failure; provided, however, that Tenant shall not be entitled to more than two notices of such failure during any calendar year and if, after two such notices are given in any calendar year, Tenant fails, during such calendar year, to pay any such amounts when due, such failure shall constitute an Event of Default without further notice by Landlord or additional cure period.

22.1.2 Violation of Lease Terms. If Tenant breaches or fails to comply with any provision of this Lease applicable to Tenant, and such breach or failure to comply is not covered by the provisions of Section 22.1.1 above or other paragraphs of this Section 22.1 and continues for a period of 30 days after notice thereof by Landlord to Tenant, or, if such breach or failure to comply cannot reasonably be cured within such 30-day period, if Tenant shall not in good faith commence to cure such breach or failure to comply within such 30-day period or shall not diligently complete such cure within 60 days after such notice from Landlord; provided, however, that if such breach or failure to comply causes or results in (i) a dangerous condition on the Premises, or (ii) any insurance coverage carried by Landlord or Tenant with respect to the Premises being jeopardized, then an Event of Default shall exist if such breach or failure to comply is not cured as soon as reasonably possible after notice thereof by Landlord to Tenant, and in any event is not cured within 30 days after such notice. For purposes of this Section 22.1.2, financial inability shall not be deemed a reasonable ground for failure to immediately cure any breach of, or failure to comply with, the provisions of this Lease.

22.1.3 Non-occupancy of Premises. Tenant shall fail to operate its business on the Premises as provided in Section 7.3 or shall vacate and abandon the Premises.

22.1.4 Transfer of Interest Without Consent. If Tenant's interest under this Lease or in the Premises shall be transferred to or pass to or devolve upon any other party in violation of the provisions of Section 14 hereof.

22.1.5 Execution and Attachment Against Tenant. If Tenant's interest under this Lease or in the Premises shall be taken upon execution or by other process of law directed against Tenant, or shall be subject to any attachment at the instance of any creditor or claimant against Tenant and such attachment shall not be discharged or disposed of within 15 days after the levy thereof.

22.1.6 Bankruptcy or Related Proceedings. If Tenant shall file a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any similar act of any state, or shall voluntarily take advantage of any such law or act by answer or otherwise, or shall be dissolved, or shall make an assignment for the benefit of creditors, or if involuntary proceedings under any such bankruptcy or insolvency law or for the dissolution of Tenant shall be instituted against Tenant, or if a receiver or trustee shall be appointed for the Premises or for all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or such receivership or trusteeship vacated within 60 days after such institution or appointment.

22.2 Landlord's Remedies. Time is of the essence hereof. Upon the occurrence of any Event of Default, Landlord shall have the right, at Landlord's election, then or at any time thereafter, to exercise any one or more of the following remedies:

22.2.1 Cure by Landlord. Upon an Event of Default, Landlord may, at Landlord's option, but without obligation to do so, and without releasing Tenant from any obligations under this Lease, make any payment or take any action as Landlord may deem necessary or desirable. Subject to Section 10 of this Lease, Landlord may do so without demand on, or written notice to, Tenant and without giving Tenant an opportunity to cure such Event of Default. Tenant covenants and agrees to pay to Landlord, within 10 days after demand, all advances, costs and expenses of Landlord in connection with the making or any such payment or the taking of any such action, including reasonable attorney's fees, together with interest at the rate set forth in Section 28.8, from the date of payment of any such advances, costs and expenses by Landlord.

22.2.2 Termination of Lease and Damages. Upon an Event of Default, Landlord may terminate this Lease, effective at such time as may be specified by written notice to Tenant, and demand (and, if such demand is refused, recover) possession of the Premises from Tenant. Tenant shall remain liable to Landlord for all amounts owing as of the date of such Termination, plus damages in an amount equal to the Base Rent and other Rent which would have been owing by Tenant hereunder for the balance of the Term, had this Lease not been terminated, less the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to such termination, after deducting all Landlord's expenses in connection with such recovery of possession or reletting. All past due amounts shall be immediately due and payable to Landlord. Landlord shall be entitled to collect and receive damages for Rent owing for the balance of the Term from Tenant on the days on which Base Rent and any other amounts would have been payable if this Lease had not been terminated. Alternatively, at the option of Landlord, Landlord shall be entitled to recover such damages forthwith from Tenant, as damages for loss of the bargain and not as a penalty, in an aggregate sum which, at the time of such termination of this Lease, represents the present value of the amount, if any, by which (a) the aggregate of Base Rent and any other Rent payable by Tenant hereunder that would have accrued for the balance of the Term (including any Renewal Term for which Tenant had previously exercised a Renewal Option) exceeds (b) the amount, if any, of such Base Rent and any other Rent which Tenant establishes Landlord can reasonably expect to recover by reletting the Premises for the remainder of the Term (taking into consideration loss of rent while finding a new tenant, tenant improvements and rent abatements necessary to secure a new tenant, leasing brokers' commissions, attorneys' fees and other costs which Landlord might incur in leasing the Premises to a new tenant), plus attorneys' fees and any other sum of money and damages owed by Tenant to Landlord for events or actions occurring prior to the date of termination.

22.2.3 Repossession and Reletting. Upon an Event of Default, and at any time before the date, if ever, Landlord elects to terminate this Lease pursuant to Section 22.2.2 above, Landlord may reenter and take possession of the Premises or any part thereof, without demand or notice, and repossess the same and expel Tenant and any party claiming by, through or under Tenant, and remove the effects of both, with or without process of law, and using such force for such purposes as may be necessary, without being liable for prosecution on account thereof or being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of Rent or right to bring any proceeding for breach of covenants or conditions. No such reentry or taking possession of the Premises by Landlord shall be construed as an election by Landlord to terminate this Lease unless a written notice of such intention is given to Tenant. No notice from Landlord hereunder or under a forcible entry and detainer

statute or similar law shall constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right, following any reentry or reletting, to exercise its right to terminate this Lease by giving Tenant such written notice, in which event this Lease will terminate as specified in such notice. After recovering possession of the Premises, Landlord may, from time to time, but shall not be obligated to, relet the Premises, or any part thereof, for the account of Tenant, for such term or terms and on such conditions and upon such other terms as Landlord, in its discretion, may determine. Landlord may make such repairs, alterations or improvements as Landlord may consider appropriate to accomplish such reletting, and Tenant shall reimburse Landlord upon demand for all costs and expenses, including without limitation costs of such repairs, alterations or improvements, brokerage commissions and attorneys' fees, which Landlord may incur in connection with such reletting. Landlord may collect and receive the rents for such reletting, but Landlord shall in no way be responsible or liable for any failure to relet the Premises, or any part thereof, or for any failure to collect any rent due upon such reletting. Notwithstanding Landlord's recovery of possession of the Premises, Tenant shall continue to pay on the dates herein specified, the Base Rent and any other Rent which would be payable hereunder if such repossession had not occurred, less a credit for the net amounts, if any, actually received by Landlord through any reletting of the Premises.

22.2.4 Landlord's Bankruptcy Remedies. Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove and obtain as liquidated damages in any bankruptcy, insolvency, receivership, reorganization or dissolution proceeding, an amount equal to the maximum allowable by any statute or rule of law governing such proceeding in effect at the time when such damages are to be proved, whether or not such amount is greater than, equal to, or less than the amounts recoverable, either as damages or rent, under this Lease.

22.3 Remedies Cumulative. Exercise of any of the remedies of Landlord under this Lease shall not prevent the concurrent or subsequent exercise of any other remedy provided for in this Lease or otherwise available to Landlord at law or in equity.

23. DEFAULT BY LANDLORD.

23.1 Notice and Cure. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than 30 days after written notice by Tenant to Landlord specifying Landlord's failure; provided, however, that if the nature of Landlord's obligations is such that more than 30 days are required for performance, then Landlord shall not be in default if Landlord commences performance within such 30 day period and thereafter diligently prosecutes the same to completion. In no event shall Tenant have the right to terminate this Lease, or have any right to offset against, or any abatement of, any monies owing by Tenant hereunder, as a result of Landlord's default, and Tenant's remedies shall be limited to damages and/or an injunction.

23.2 Limitation on Recovery. In no event shall Landlord at any time be liable to Tenant for any damages, costs, or expenses in excess of Landlord's interest in the Premises. All judgments against Landlord shall be enforced only against such interest and not against any other present or future asset of Landlord. In no event shall Tenant make any claim against or seek to impose any personal liability upon Landlord, any general or limited partner of Landlord, or any principal of any firm or corporation that may hereafter be or become the Landlord, or any

agent of any of them. Tenant hereby waives any rights Tenant may now or hereafter have of recourse against any such person, or against any present or future asset of such person.

24. DAMAGE AND DESTRUCTION.

24.1 Termination Options. If the Premises are damaged by fire or other casualty Landlord will, promptly after learning of such damage, notify Tenant in writing of the time necessary to repair or restore such damage, as estimated by Landlord's architect, engineer or contractor. If such estimate states that repair or restoration of all of such damage that was caused to the Premises cannot be completed within 180 days from the date of such damage (or within 30 days from the date of such damage if such damage occurred within the last 12 months of the Term), then Tenant will have the option to terminate this Lease. If such estimate states that repair or restoration of all of such damage that was caused to the Premises cannot be completed within 180 days from the date of such damage, or if such damage occurred within the last 12 months of the Term and such estimate states that repair or restoration of all such damage that was caused to the Premises cannot be completed within 30 days from the date of such damage, or if such damage is not insured against by the insurance policies maintained or required to be maintained by Landlord according to Section 17.3, then Landlord will have the option to terminate this Lease. Any option to terminate granted above must be exercised by written notice to the other party given within 10 days after Landlord delivers to Tenant the notice of estimated repair time. If either party exercises its option to terminate this Lease, the Term will expire and this Lease will terminate 10 days after notice of termination is delivered; provided, however, that Rent for the period commencing on the date of such damage until the date this Lease terminates will be reduced to the reasonable value of any use or occupation of the Premises by Tenant during such period and Landlord will be entitled to all proceeds of the insurance policy described in Section 17.3 applicable to any damaged leasehold improvements in the Premises.

24.2 Repair Obligations. If the Premises are damaged by fire or other casualty and neither party terminates this Lease according to Section 24.1, then Landlord will repair and restore such damage with reasonable promptness, subject to delays for insurance adjustments and delays caused by matters beyond Landlord's control. Landlord will have no liability to Tenant if such repairs and restoration are not in fact completed within the estimated time period, provided that Landlord promptly commences and diligently pursues such repairs and restoration to completion. Notwithstanding the foregoing, if the repair or restoration of all such damage that was caused to the Premises is not completed within six months after the date of the damage, Tenant may elect to terminate this Lease by delivering written notice thereof to Landlord. In no event will Landlord be obligated to repair, restore or replace any of the property required to be insured by Tenant according to Section 17.1.2. Tenant agrees to repair, restore or replace, at its expense, all leasehold improvements required to be insured by Tenant according to Section 17.1.2 as soon as possible after the date of damage, to at least the condition existing prior to their damage. However, in connection with its repair and restoration of such damage, Landlord may, at its option, elect to repair and restore the damage, if any, caused to any or all of such leasehold improvements required to be insured by Tenant. If Landlord makes such election, Landlord will be entitled to all proceeds of the insurance policy described in Section 17.1.2 applicable to the leasehold improvements Landlord so elects to repair or restore and may limit its repair or restoration of such leasehold improvements to that which may be paid for in full by such proceeds.

24.3 Rent Abatement. If any fire or casualty damage renders the Premises untenantable and if this Lease is not terminated according to Section 24.1, then Rent will abate beginning on the date of such damage. Such abatement will end on the date Landlord has substantially completed the repairs and restoration Landlord is required to perform according to Section 24.2 and Tenant has had a reasonable period of time to substantially complete any repairs and restoration Tenant is required to perform according to Section 24.2. Such abatement will be in an amount bearing the same ratio to the total amount of Rent for such period as the portion of the Premises that cannot reasonably be used bears to the entire Premises. In no event will Landlord be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from damage caused by fire or other casualty or the repair of such damage, provided however that, to the extent Tenant remains in possession of a portion of the Premises, Landlord will take all reasonable steps to minimize the disruption to Tenant's business and use of such portion of the Premises during the period of repair.

25. CONDEMNATION. If all or substantially all of the Premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or is sold to the condemning authority in lieu of condemnation, then this Lease will terminate as of the date when physical possession of the Premises is taken by the condemning authority. If less than all or substantially all of the Premises is thus taken by or sold to a condemning authority, and if, after such partial taking or sale, in Landlord's reasonable judgment, alteration or reconstruction of the Premises is not economically justified, Landlord may terminate this Lease by giving written notice to Tenant within 60 days after Landlord is notified of the action by a condemning authority to take the Premises or purchase the Premises in lieu of a taking. If over 50% of the Premises is thus taken by or sold to a condemning authority, Tenant may terminate this Lease if in Tenant's reasonable judgment, the Premises cannot be operated by Tenant in an economically viable fashion because of such partial taking. Such termination option of Tenant must be exercised by written notice to Landlord given not later than 60 days after Tenant is notified of the taking by or sale to a condemning authority of the Premises. Termination by Landlord or Tenant shall be effective as of the date when physical possession of the affected portion of the Premises is taken by the condemning authority. If neither Landlord nor Tenant elects to terminate this Lease upon a partial taking by or sale to a condemning authority of the Premises, the Base Rent payable under this Lease will be reduced in proportion to the portion of the Premises which was so taken or sold, and Landlord will, at Landlord's expense, promptly restore and reconstruct the Premises to substantially their former condition to the extent that the same may be feasible. In no event shall Landlord be required to spend any amount for such restoration or reconstruction in excess of the net amount received by Landlord as compensation or damages for the part of the Premises so taken. In the event of any taking by or sale to a condemning authority whatsoever, Landlord alone shall be entitled to conduct all negotiations regarding any compensation to be paid in connection therewith and to receive any and all awards and/or settlements which may be given (including any award for the value of any unexpired term of this Lease), and Tenant shall have no claim and hereby waives any claim for the value of any unexpired Term of this Lease. In the event and only in the event that there is a separate award to Tenant for the value of Tenant's business (but not for the value of any unexpired term of this Lease), any such specific separate award to Tenant may be paid directly to Tenant.

26. TRANSFERS AND ENCUMBRANCES OF LANDLORD'S INTEREST.

26.1 Sale, Conveyance and Assignment. Subject only to Tenant's rights under this Lease, nothing in this Lease will restrict Landlord's right to sell, convey, assign or otherwise deal with the Premises or Landlord's interest under this Lease.

26.2 Effect of Sale, Conveyance or Assignment. A sale, conveyance or assignment of the Premises will automatically release Landlord from liability under this Lease from and after the effective date of the transfer, except for any liability relating to the period prior to such effective date; Tenant will look solely to Landlord's transferee for performance of Landlord's obligations relating to the period after such effective date. This Lease will not be affected by any such sale, conveyance or assignment, and Tenant will attorn to Landlord's transferee.

26.3 Subordination. This Lease is and will be subject and subordinate in all respects to any ground lease, mortgage or deed of trust now or later encumbering the Premises, and to all their renewals, modifications, supplements, consolidations and replacements (in any case, an "**Encumbrance**"). While such subordination will occur automatically, Tenant agrees upon request by and without cost to Landlord or any successor in interest, to promptly execute and deliver to Landlord or the holder of an Encumbrance such instruments) as may be reasonably required to evidence such subordination. Tenant hereby appoints Landlord as its true and lawful attorney-in-fact for purposes of executing any instruments reasonably required to evidence such subordination, and Landlord shall be entitled to execute such instruments upon Tenant's failure to do so. In the alternative, however, the holder of an Encumbrance may unilaterally elect to subordinate such Encumbrance to this Lease.

26.4 Attornment. If the interest of Landlord is transferred to any person (a "**Transferee**") by reason of the termination, foreclosure, or proceedings for enforcement of an Encumbrance, or by delivery or a deed in lieu of such foreclosure or proceedings, Tenant will immediately and automatically attorn to the Transferee. Upon attornment this Lease will continue in full force and effect as a direct lease between the Transferee and Tenant, upon all of the same terms, conditions and covenants as stated in this Lease. Tenant agrees, upon request by and without cost to the Transferee, to promptly execute and deliver to the Transferee such instruments as may be reasonably required to evidence such attornment. Tenant hereby appoints Landlord as its true and lawful attorney-in-fact for purposes of executing any instruments reasonably required to evidence such attornment, and Landlord shall be entitled to execute such instruments upon Tenant's failure to do so.

27. [Intentionally Omitted.]

28. GENERAL PROVISIONS.

28.1 Plats and Riders. Clauses, plats, riders, addenda, exhibits and schedules, if any, affixed to this Lease are a part hereof.

28.2 Waiver. The waiver by Landlord of any term, covenant or condition herein contained shall not be effective unless in writing and signed by Landlord, and any such waiver shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent

acceptance of Rent by Landlord shall not be deemed to be a waiver of any preceding default by Tenant or any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such Rent.

28.3 Joint Obligation. If there be more than one Tenant, the obligations hereunder imposed shall be joint and several.

28.4 Headings. Section titles of this Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.

28.5 Binding Effect. Subject to the provisions of Section 14, the covenants and conditions herein contained shall inure to the benefit of and bind the heirs, successors, executors, administrators and permitted assigns of the parties hereto.

28.6 Recordation. Tenant shall not record this Lease or any memorandum of it. Any such recording made by Tenant without Landlord's consent and joinder will constitute an Event of Default. By executing this Lease Tenant appoints Landlord as Tenant's true and lawful attorney-in-fact for the purpose of executing and recording any document required to clear title of the Premises from the effect of Tenant's recording, and Landlord is authorized to execute such document upon Tenant's refusal to do so.

28.7 Quiet Possession. Upon Tenant's paying the Rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire Term hereof, subject to all the provisions of this Lease, as against persons claiming by, through, or under Landlord.

28.8 Late Charges, Interest. Tenant hereby acknowledges that late payment by Tenant to Landlord of Base Rent or any other Rent due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of Base Rent or any other sum due from Tenant is not received by Landlord or Landlord's designee within 10 days after such amount is due, then, without any notice to Tenant thereof, Tenant shall pay to Landlord a late charge equal to 10% of the overdue amount plus any attorney's fees, court costs, and other expenses of collection or litigation incurred by Landlord by reason of Tenant's failure to pay such amount. The parties hereby agree that such late charges represent a fair and reasonable estimate of the costs that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. In addition, any Base Rent or other amounts not paid when due hereunder shall bear interest from the date due until paid at the lesser of the Prime Rate plus 3% per annum or the maximum lawful rate of interest.

28.9 Prior Agreements. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior or contemporaneous agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or supplemented except by an agreement in writing signed by the parties hereto. This Lease shall not be effective or binding or, any party until fully executed by both parties hereto.

28.10 Inability to Perform; Covenants Independent. This Lease and the obligations of Tenant hereunder shall not be affected or impaired because Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so. It is the intent of the parties that this Lease be construed as if the covenants contained herein between Landlord and Tenant are independent and not dependent and that Rent shall be payable without offset, reduction or abatement for any cause except as otherwise specifically provided in this Lease.

28.11 Partial Invalidity. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

28.12 Choice of Law. This Lease shall be governed by and construed in accordance with the laws of the State of Colorado.

28.13 Attorneys' Fees. In the event any action or proceeding is brought by either party against the other under this Lease, the prevailing party, whether by judgment or out of court settlement, shall be entitled to recover its court costs and reasonable attorneys' fees in such action or proceeding, including costs of appeal, if any, plus other expenses of litigation.

28.14 Notices. All notices, demands, approvals or consents which are required or permitted to be given by either party to the other hereunder shall be in writing. All notices and demands by Landlord to Tenant shall be delivered by hand; or sent by United States mail, first class postage prepaid; or sent by an overnight courier service, charges prepaid, in any case addressed to Tenant at Tenant's Address, or to such other Tenant's Address as Tenant may from time to time designate in a notice to Landlord pursuant to this Section. All notices, demands, approvals and consents by Tenant to Landlord shall be delivered by hand; or sent by United States Mail, first class postage prepaid; or sent by an overnight courier service, charges prepaid, in any case addressed to Landlord at Landlord's Address or to such other Landlord's Address as Landlord may from time to time designate in a notice to Tenant pursuant to this Section. Any notice shall be deemed given and received upon receipt, or if delivery is refused, on the date of such refusal.

28.15 Tenant Statement. Tenant shall at any time and from time to time, upon not more than five days' written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed, (c) setting forth the date of commencement of Base Rent payments and expiration of the Term, and

(d) setting forth such other matters as Landlord may reasonably request. Tenant hereby appoints Landlord as its true and lawful attorney-in-fact for purposes of executing such a statement, and Landlord is hereby authorized to execute such a statement upon Tenant's failure to do so. Any such statement may be relied upon by the prospective purchaser or encumbrancer of all or any portion of the Building of which the Premises are a part.

28.16 Tenant's Authority. The individual executing this Lease on behalf of Tenant represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of Tenant, in accordance with the bylaws and other corporate documents, partnership agreement, trust agreement or other governing instruments or documents of Tenant, and further represents and warrants that this Lease is binding on Tenant in accordance with its terms.

28.17 Brokers. Tenant warrants that it has had no dealings with any real estate broker or agents in connection with the negotiation of this Lease and it knows of no real estate broker or agent who is entitled to a commission in connection with this Lease. In the event any claim is made for brokerage commissions by any person or entity as the result of acts or action of Tenant, Tenant, its heirs, successors, and assigns, hereby agree to indemnify and hold Landlord harmless from any and all such claims, including costs, expenses and reasonable attorneys' fees incurred by Landlord in connection with any such claim. The foregoing agreement and warranty shall inure to the benefit of Landlord, its successors, and assigns, and Tenant agrees to give testimony to this effect in case any action or proceeding is instituted by any real estate broker, licensed or otherwise, in connection with this transaction.

28.18 Continuing Liability. No termination or expiration of this Lease shall relieve Tenant of any obligation to pay or reimburse sums to Landlord or to indemnify or hold Landlord harmless from any claim or liability, where such obligation accrues or arises prior to such termination or expiration of this Lease, and Tenant shall be required to perform such obligations notwithstanding such termination or expiration.

28.19 No Merger. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation hereof, shall not work a merger of this Lease, unless Landlord otherwise elects, and shall either terminate any or all existing subleases or concessions, or operate as an assignment thereof to Landlord, whichever Landlord shall elect.

28.20 Time. In the event that a deadline for performance by either party under this Lease falls on a Saturday, Sunday or holiday generally recognized by banking institutions in Colorado, performance will be deemed timely if completed on the next business day.

28.21 Guaranties. The following named individuals will execute a Guaranty of Lease ("Guaranty") in the form of Exhibit B attached hereto, pursuant to which each of such individuals will jointly and severally guaranty the payment and performance of Tenant's obligations under this Lease, pursuant to the terms and conditions of such Guaranty: *over 7*

IN WITNESS WHEREOF, the undersigned have executed this Lease as of the day and year first above written.

ADDENDUM TO LEASE

This Addendum to Lease (this "Addendum") is made as of _____, 2005 by and between 273 E. Kiowa, LLC, a Colorado limited liability company ("Landlord"), and Catalina's Diner, a Maria Larios ("Tenant").

1. **Recitals.** Landlord and Tenant are parties to that certain Lease dated _____, 2005 (the "Form Lease"). This Addendum is attached to and is intended to modify the Form Lease. Capitalized terms used in this Addendum shall have the meanings given to them in the Form Lease. In the event of any inconsistency between the provisions of the Form Lease and this Addendum, the provisions of this Addendum shall control. The Form Lease and this Addendum shall be collectively referred to as the "Lease."

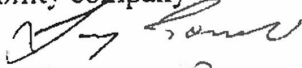
2. **Base Rent.** Effective the first day of the second Lease Year, and on the first day of each Lease Year thereafter, the Base Rent for the Lease Year then beginning will be increased by 2.5% over the Base Rent that was in effect the previous Lease Year.

3. **Additional Maintenance Obligations of Landlord.** In addition to those obligations of Landlord set forth in Section 9.1 of the Form Lease, the Landlord will provide maintenance of the existing landscape limited to mowing of lawn and care of the flowers.

4. **No Other Modification.** Except as modified by this Addendum the Form Lease remains in full force and effect.

LANDLORD:

273 E. Kiowa, LLC, a Colorado limited liability company


By: Larry Rommel
Its: Owner

TENANT:

Catalina's Diner
Maria Larios

By: Maria Larios
Title: _____



TOWN OF ELIZABETH

STATE OF COLORADO)

COUNTY OF ELBERT) SS.

TOWN OF ELIZABETH

OATH OF OFFICE

I, Alex Allen, do solemnly swear that I will support the Constitution of the United States and of the State of Colorado and Ordinances of the Town of Elizabeth, and faithfully perform the duties of the office of Police Corporal, upon which I am about to enter.

Alex Allen

Subscribed and sworn to before me this 15th day of November 2022.

Michelle M. Oeser, Town Clerk



TO: Honorable Mayor and Board of Trustees
FROM: Michelle Oeser Town Clerk
DATE: November 15, 2022
SUBJECT: Posting Open Board Seats

SUMMARY

On September 13, 2022, the Town Board approved Resolution 22R42 declaring candidates elected and canceling the 2023 Board elections. With the election season at an end, the Town Board has two open Trustee seats. Now Mayor elect Snively’s seat, and the seat left by the resignation of Trustee DiLoreto. The Town Clerk is requesting direction from the Board to post the open seats.

If given direction to post the positions, information on submitting a letter of interest will be posted in the Ranchland News, on the Town website, in the December Town Newsletter, and on the Town Hall information board.

RECOMMENDATION

Staff recommends the Board approve posting information on the open Trustee positions straightaway.

TOWN OF ELIZABETH



Proposed 2023 Budget

*Revised as of 11/14/2022

COMBINED BALANCE SHEET
SUMMARY OF 2023 TOTAL BUDGET
2023 PROPOSED BUDGET

	FUND 10 GENERAL FUND	FUND 21 STREET MAINT. FUND	FUND 32 STREET CAP FUND	FUND 52 WTR SWR FUND	FUND 31 CAP IMP FUND	TOTAL BUDGET
Revenues	3,014,000	408,200	1,552,000	2,210,000	1,715,000	8,899,200
Transfer from Other Funds	280,000	143,297	0	0	0	423,297
SUB-TOTAL	<u>3,294,000</u>	<u>551,497</u>	<u>1,552,000</u>	<u>2,210,000</u>	<u>1,715,000</u>	<u>9,322,497</u>
Beginning Balance	2,247,763	894,099	2,693,938	4,277,246	8,352,302	18,465,349
TOTAL REVENUES	5,541,763	1,445,597	4,245,938	6,487,246	10,067,302	27,787,846
Expenditures	(3,400,292)	(598,247)	(3,006,863)	(3,904,280)	(1,505,690)	(12,415,372)
Transfer to Other Funds	<u>0</u>	<u>0</u>	<u>(50,000)</u>	<u>(175,000)</u>	<u>(58,500)</u>	<u>(283,500)</u>
TOTAL EXPENSES	(3,400,292)	(598,247)	(3,056,863)	(4,079,280)	(1,564,190)	(12,698,872)
ENDING CASH BAL	2,141,471	847,349	1,189,076	2,407,966	8,503,112	15,088,974
EMERG RESERVE	(102,009)	(17,947)	(90,206)	(122,378)	(46,926)	(379,466)
CONSERVATION TRST RES	(82,905)	0	0	0	0	(82,905)
DEBT RESERVE	0	0	(249,000)	(36,685)	0	(285,685)
ARPA RESERVE	(393,614)	0	0	0	0	(393,614)
Year End Balance	<u><u>1,562,943</u></u>	<u><u>829,402</u></u>	<u><u>849,870</u></u>	<u><u>2,248,902</u></u>	<u><u>8,456,187</u></u>	<u><u>13,947,304</u></u>

TOWN OF ELIZABETH
GENERAL FUND SUMMARY
2023 PROPOSED BUDGET

	2021 ACTUAL	2022 APPROVED	2022 ESTIMATED	2023 PROPOSED
REVENUES				
REVENUES	3,100,092	2,977,843	2,854,357	3,014,000
TRANSFER IN	<u>175,000</u>	<u>280,000</u>	<u>280,000</u>	<u>280,000</u>
SUB-TOTAL	3,275,092	3,257,843	3,134,357	3,294,000
BEGINNING FUND BALANCE	<u>1,382,494</u>	<u>1,984,260</u>	<u>2,059,998</u>	<u>2,247,763</u>
TOTAL REVENUES	4,657,586	5,242,103	5,194,355	5,541,763
EXPENDITURES				
EXPENDITURES	(2,523,847)	(3,254,424)	(2,803,296)	(3,400,292)
TRANSFER OUT	<u>(73,742)</u>	<u>(143,297)</u>	<u>(143,297)</u>	<u>0</u>
TOTAL EXPENSES	(2,597,589)	(3,397,721)	(2,946,593)	(3,400,292)
ENDING FUND BALANCE	<u>2,059,998</u>	<u>1,844,382</u>	<u>2,247,763</u>	<u>2,141,471</u>
EMERGENCY RESERVE	(77,928)	(101,932)	(88,398)	(102,009)
CONSERVATION TRUST RESERVE	(99,405)	(107,905)	(107,905)	(82,905)
ARPA RESERVE	<u>0</u>	<u>(196,807)</u>	<u>(196,807)</u>	<u>(393,614)</u>
YEAR END BALANCE	<u><u>1,882,666</u></u>	<u><u>1,437,739</u></u>	<u><u>1,854,653</u></u>	<u><u>1,562,943</u></u>

**TOWN OF ELIZABETH
GENERAL FUND SUMMARY
2023 PROPOSED BUDGET**

REVENUES		2021 ACTUAL	2022 APPROVED	2022 ESTIMATED	2023 PROPOSED
10-31	Taxes	1,646,496	1,709,536	1,807,357	1,865,000
10-32	Licenses, Fees, and Charges	430,873	255,000	255,000	260,000
10-33	Intergovernmental	100,311	14,000	14,000	13,000
10-34	Grants	103,691	226,807	0	50,000
10-36	Other	818,722	772,500	778,000	826,000
10-39	Transfers In	175,000	280,000	280,000	280,000
	TOTAL REVENUE	<u>3,275,093</u>	<u>3,257,843</u>	<u>3,134,357</u>	<u>3,294,000</u>
EXPENDITURES					
10-41	Town Clerk	807,050	813,145	724,817	885,293
10-42	Judicial	15,055	20,636	28,386	36,660
10-43	Legislative	24,601	35,371	24,721	39,892
10-46	Police Department	1,052,748	1,453,570	1,283,930	1,486,217
10-49	Parks	80,462	202,502	104,942	170,489
10-52	Twn Adminstr	0	175,125	166,125	198,552
10-53	Community Development	470,188	554,075	470,375	583,190
10-59	Transfer Out	73,742	143,297	143,297	0
	TOTAL EXPENDITURES	<u>2,523,847</u>	<u>3,397,721</u>	<u>2,946,593</u>	<u>3,400,292</u>

**TOWN OF ELIZABETH
GENERAL FUND REVENUES
2023 PROPOSED BUDGET**

ACCOUNT NUMBER	SOURCE	2021 ACTUAL	2022 APPROVED	2022 ESTIMATED	2023 PROPOSED
TAXES:					
10-31-1000	Property Taxes	630,210	710,786	720,000	750,000
10-31-2000	Specific Ownership Tax	112,322	105,000	87,000	115,000
10-31-3100	1% Sales Tax	<u>903,963</u>	<u>893,750</u>	<u>1,000,357</u>	1,000,000
	SUB-TOTAL	1,646,496	1,709,536	1,807,357	1,865,000
LICENSES, FEES, AND CHARGES:					
10-32-1000	Franchise Tax	88,702	75,000	75,000	80,000
10-32-2000	Building Permit	306,501	150,000	150,000	150,000
10-32-3000	Other Licenses, Fees and Chg	<u>35,670</u>	<u>30,000</u>	<u>30,000</u>	<u>30,000</u>
	SUB-TOTAL	430,873	255,000	255,000	260,000
INTERGOVERNMENTAL:					
10-33-1000	Highway Users Tax	82,297	-	-	-
10-33-2000	Cigarette Tax	8,436	5,500	5,500	3,000
10-33-3000	Conservation Trust Fund	<u>9,577</u>	<u>8,500</u>	<u>8,500</u>	<u>10,000</u>
	SUB-TOTAL	100,311	14,000	14,000	13,000
10-34-1000	GRANTS:	<u>12,346</u>	<u>226,807</u>	<u>-</u>	<u>50,000</u>
OTHER:					
10-36-1000	Interest	3,125	2,500	8,000	8,000
10-36-3100	Fines and Forfeitures	62,881	70,000	70,000	73,000
10-36-4000	Public Improvement Fee	681,468	665,000	665,000	710,000
10-36-7000	Police Revenue	46,924	35,000	35,000	35,000
10-36-9000	Other Revenue	<u>24,323</u>	<u>-</u>	<u>-</u>	<u>-</u>
	SUB-TOTAL	818,722	772,500	778,000	826,000
	TOTAL REVENUES	3,008,747	2,977,843	2,854,357	3,014,000
TRANSFERS IN:					
10-39-7000	Transfer From Water Fund	175,000	175,000	175,000	175,000
10-39-7003	Transfer From Cap Imp Fund	-	55,000	55,000	55,000
10-39-7004	Transfer From Street Cap Fund	-	50,000	50,000	50,000
	SUB- TOTAL	175,000	280,000	280,000	280,000
	GRAND TOTALS	<u>3,183,747</u>	<u>3,257,843</u>	<u>3,134,357</u>	<u>3,294,000</u>

**TOWN OF ELIZABETH
GENERAL FUND EXPENDITURES
2023 PROPOSED BUDGET**

FUND NO. 10 ACCOUNT NUMBER 41

DEPARTMENT: TOWN CLERK

ACCOUNT NUMBER	ACCOUNT TITLE	2021 ACTUAL	2022 APPROVED	2022 ESTIMATED	2023 PROPOSED
10-41-1100	Salaries & Wages	245,542	171,150	160,000	189,000
10-41-1150	Town Clerk Salary	-	87,675	87,675	96,800
10-41-1300	Overtime	84	-	-	-
10-41-1400	Workers' Compensation	306	260	260	372
10-41-1500	Health Insurance	53,988	54,000	54,000	58,000
10-41-1550	Retirement	6,652	7,765	7,765	8,000
10-41-1600	FICA	19,052	19,800	5,000	21,864
10-41-1700	Colo Unemployment	731	1,035	500	857
10-41-1800	Tuition Reimbursement	-	5,000	3,000	10,000
10-41-1825	Memberships - Employee	612	1,500	1,200	1,500
10-41-1850	Training, Travel and Lodging	2,240	13,000	5,000	13,000
10-41-1900	Allowances	2,156	2,700	2,200	-
10-41-1950	Other Benefits	-	-	-	-
10-41-2500	Audit	25,800	28,500	26,194	28,000
10-41-3000	Community Engagement	1,304	2,400	2,400	3,400
10-41-3200	Contracted Services	100,598	4,500	4,500	5,000
10-41-3250	Finance - Contracted	11,089	-	-	-
10-41-3260	Finance - Out of Scope	1,284	-	-	-
10-41-3320	Contributions and Sponsorships	2,075	3,000	3,000	3,000
10-41-3350	County Treasurer & Other Fees	12,509	17,500	17,500	18,000
10-41-3400	Legal Publications	7,648	10,000	8,500	11,000
10-41-3450	Elections	-	15,000	-	25,000
10-41-4000	Bldg Maint and Repairs	16,653	20,000	20,000	12,000
10-41-4400	Equipment and Maint	8,930	12,000	12,000	12,000
10-41-4500	Furniture	2,598	5,000	3,400	3,500
10-41-4600	Office Supplies	10,912	13,000	11,000	11,000
10-41-4700	Postage	8,205	12,000	8,500	15,500
10-41-4800	Telephone/Internet	12,669	12,600	12,000	15,500
10-41-4900	Utilities	4,828	5,600	7,000	8,000
10-41-5100	Human Resources - Contracted	623	10,000	623	5,000
10-41-5250	IT - Contracted	27,578	30,000	29,600	33,000
10-41-5300	IT - Hardware	9,310	15,000	15,000	20,000
10-41-5325	IT - Software Purchases	600	5,000	-	2,000
10-41-5350	IT - Software Contracts	24,506	42,000	38,000	45,000
10-41-5400	Insurance	80,196	99,000	98,000	116,000
10-41-5500	Legal - Contracted	45,388	55,660	50,000	60,000
10-41-5600	Memberships - Town	9,634	11,500	11,000	13,000
10-41-5700	Public Relations	1,012	2,500	2,500	5,000
10-41-5800	Town Hall Events	40,199	7,500	7,500	8,500
10-41-9000	Other	9,537	10,000	10,000	7,500
	SUB- TOTAL	807,050	813,145	724,817	885,293

**TOWN OF ELIZABETH
GENERAL FUND EXPENDITURES
2023 PROPOSED BUDGET**

FUND NO. 10 ACCOUNT NUMBER 42

DEPARTMENT: JUDICIAL

ACCOUNT NUMBER	ACCOUNT TITLE	2021 ACTUAL	2022 APPROVED	2022 ESTIMATED	2023 PROPOSED
10-42-1200	Salaries & Wages- Muni Judge	7,912	10,000	10,000	15,000
10-42-1300	Salaries & Wages - Asst Judge	-	-	-	4,000
10-42-1400	State Comp	154	240	240	500
10-42-1600	FICA	605	810	810	1,500
10-42-1700	Colo Unemployment	24	36	36	60
10-42-1825	Memberships - Employee	-	-	-	-
10-42-1850	Training, Travel and Lodging	-	2,300	1,800	2,600
10-42-3200	Court Prosecutor - Contracted	5,438	6,500	12,000	12,000
10-42-9000	Other	923	750	3,500	1,000
	SUB-TOTAL	15,055	20,636	28,386	36,660

FUND NO. 10 ACCOUNT NUMBER 43

DEPARTMENT: LEGISLATIVE

ACCOUNT NUMBER	ACCOUNT TITLE	2021 ACTUAL	2022 APPROVED	2022 ESTIMATED	2023 PROPOSED
10-43-1100	BOT - Salaries & Wages	14,421	14,400	14,400	14,400
10-43-1200	PC - Compensation	1,829	3,000	3,000	3,600
10-43-1400	BOT - Workers' Compensation	9	11	11	9
10-43-1450	PC - Workers' Compensation	-	-	-	2
10-43-1600	BOT - FICA	1,336	1,400	1,400	1,102
10-43-1650	PC - FICA	-	-	-	275
10-43-1700	BOT - Colo Unemployment	51	60	60	43
10-43-1750	PC - Colo Unemployment	-	-	-	11
10-43-1850	BOT - Train, Trvl, Lodg	5,432	8,000	5,000	8,000
10-43-3700	Training, Trvl, Lodg - PC	-	4,000	100	4,000
10-43-4400	BOT - Equipment	-	2,500	-	2,500
10-43-4450	PC - Equipment	-	-	-	3,000
10-43-5000	BOT - Meals	1,413	1,500	600	2,000
10-43-6000	BOT - Plan Commission (PC - Meal	-	-	-	250
10-43-9000	BOT- Other	111	500	150	700
	SUB- TOTAL	24,601	35,371	24,721	39,892

**TOWN OF ELIZABETH
GENERAL FUND EXPENDITURES
2023 PROPOSED BUDGET**

FUND NO. 10 ACCOUNT NUMBER 46

DEPARTMENT: POLICE

ACCOUNT NUMBER	ACCOUNT TITLE	2021 ACTUAL	2022 APPROVED	2022 ESTIMATED	2023 PROPOSED
10-46-1100	Salaries & Wages	566,880	767,000	650,000	850,000
10-46-1210	Holiday Pay	11,766	-	-	-
10-46-1240	Contracted Overtime	1,965	5,000	3,500	8,000
10-46-1300	Overtime	8,826	12,000	12,000	15,000
10-46-1400	Workers' Compensation	16,371	23,000	23,000	24,324
10-46-1500	Health Insurance	143,461	195,000	180,000	195,000
10-46-1550	Retirement	8,225	10,800	10,800	10,000
10-46-1600	FICA	9,837	11,122	15,000	18,583
10-46-1605	FPPA	55,726	69,030	69,030	80,750
10-46-1700	Colo Unemployment	1,647	3,068	2,500	2,619
10-46-1800	Tuition Reimb	1,149	5,250	-	-
10-46-1825	Memberships - Employee	778	1,500	1,500	1,500
10-46-1850	Training, Travel and Lodging	6,820	15,000	6,500	15,000
10-46-1900	Allowances	5,770	7,800	7,800	-
10-46-3000	Community Outreach	3,177	3,000	-	3,500
10-46-3200	Contracted Services	51,697	70,000	75,000	75,000
10-46-3600	Mobile Data Laptops	4,229	4,500	4,500	5,000
10-46-3625	Weapons - Lethal	-	-	-	-
10-46-3650	Weapons - Non-Lethal	4,959	6,000	2,500	6,000
10-46-3675	Other Equipment	24,248	-	-	-
10-46-4000	Bldg Maint & Repairs	18,856	21,000	10,000	21,000
10-46-4300	Drug, Screen, Psy & Poly Test	4,859	4,000	2,500	4,000
10-46-4400	Equipment and Maintenance	13,496	12,000	12,000	12,000
10-46-4500	Furniture	4,582	2,500	1,000	5,000
10-46-4650	Office Supplies	9,479	12,000	7,000	14,000
10-46-4700	Postage	622	1,000	700	1,000
10-46-4800	Telephone & Internet	14,642	16,000	16,000	17,800
10-46-4900	Utilities	4,712	7,000	7,000	7,000
*	Vehicle Depreciation	-	-	6,100	14,640
10-46-6400	Training and Ammunition	3,112	3,000	1,500	3,000
10-46-6600	Uniforms	10,076	15,000	5,500	23,000
10-46-8000	Vehicles and Leases	-	100,000	95,000	-
10-46-8050	Vehicle Maint & Repairs	10,954	25,000	30,000	27,500
10-46-8075	Fuel	17,604	20,000	20,000	20,000
10-46-9000	Other	12,224	6,000	6,000	6,000
	SUB-TOTAL	1,052,748	1,453,570	1,283,930	1,486,217

* New Account numbers effective 01/01/2023

**TOWN OF ELIZABETH
GENERAL FUND EXPENDITURES
2023 PROPOSED BUDGET**

FUND NO. 10 ACCOUNT NUMBER 49

DEPARTMENT: PARKS

ACCOUNT NUMBER	ACCOUNT TITLE	2021 ACTUAL	2022 APPROVED	2022 ESTIMATED	2023 PROPOSED
10-49-1100	Salaries & Wages	33,782	39,500	39,500	54,856
10-49-1300	Overtime	2,499	3,000	3,000	4,200
10-49-1400	Workers' Compensation	1,574	1,900	1,900	2,300
10-49-1500	Health Insurance	8,550	7,800	9,800	11,000
10-49-1550	Retirement	998	1,185	1,185	2,000
10-49-1600	FICA	2,917	3,022	3,022	4,518
10-49-1700	Colo Unemployment	110	158	158	177
10-49-1825	Memberships - Employee	-	-	-	-
10-49-1850	Training, Travel and Lodging	40	150	-	150
10-49-1900	Allowances	436	487	487	-
*	Uniforms	-	-	-	840
10-49-4000	Bldg Maint & Repairs	10,522	20,000	5,500	20,000
10-49-4800	Telephone and Cellphones	3,037	3,800	3,800	4,800
10-49-4900	Utilities	3,864	5,000	7,000	8,000
*	Vehicle Depreciation	-	-	490	2,448
10-49-6100	Parks Maintenance	5,509	100,000	25,000	35,000
10-49-6300	Parts and Repairs	4,804	9,500	600	8,000
10-49-6500	Tree City USA	100	2,000	-	2,500
*	Vehicle Maint & Repairs	-	-	-	3,000
*	Fuel	-	-	-	3,000
*	Diesel	-	-	-	1,200
10-49-9000	Other	1,721	5,000	3,500	2,500
	SUB-TOTAL	80,462	202,502	104,942	170,489

FUND NO. 10 ACCOUNT NUMBER 52

DEPARTMENT: TWN ADMINSTR

ACCOUNT NUMBER	ACCOUNT TITLE	2021 ACTUAL	2022 APPROVED	2022 ESTIMATED	2023 PROPOSED
10-52-1100	Salaries & Wages	-	150,000	150,000	160,500
10-52-1400	Workers' Compensation	-	150	150	193
10-52-1500	Health Insurance	-	-	-	13,000
10-52-1550	Retirement	-	4,500	-	4,500
10-52-1600	FICA	-	11,475	11,475	12,278
10-52-1700	Colo Unemployment	-	600	600	482
10-52-1800	Tuition Reimbursement	-	-	-	-
10-52-1825	Memberships - Employee	-	500	-	-
10-52-1850	Training, Travel and Lodging	-	7,000	2,000	2,500
10-52-1900	Allowances	-	900	1,900	3,900
10-52-3900	Cell Phones	-	-	-	1,200
	SUB-TOTAL	0	175,125	166,125	198,552

* New Account numbers effective 01/01/2023

**TOWN OF ELIZABETH
GENERAL FUND EXPENDITURES
2023 PROPOSED BUDGET**

FUND NO. 10 ACCOUNT NUMBER 53

DEPARTMENT: COMM DEVELOPMENT

ACCOUNT NUMBER	ACCOUNT TITLE	2021 ACTUAL	2022 APPROVED	2022 ESTIMATED	2023 PROPOSED
10-53-1100	Salaries & Wages- Comm Dev	117,053	225,000	190,000	226,000
10-53-1300	Overtime Community Development	-	-	-	500
10-53-1400	Workers' Compensation	149	225	225	271
10-53-1500	Health Insurance	22,250	34,000	34,000	34,000
10-53-1550	Retirement	3,603	6,750	6,750	7,000
10-53-1600	FICA	9,440	17,100	15,000	17,289
10-53-1700	Colo Unemployment	359	900	900	680
10-53-1825	Memberships - Employee	-	1,200	1,000	1,400
10-53-1850	Training, Travel and Lodging	508	7,000	2,500	7,000
10-53-1900	Allowances	1,367	3,600	1,200	-
10-53-1950	Other Benefits	-	-	-	-
10-53-2500	Community Events	-	45,000	45,000	60,000
10-53-3000	Building Permits	231,292	112,500	112,500	115,000
10-53-3200	Contracted Services	58,796	25,000	40,000	30,000
10-53-3425	Elizabeth Main Street	22,153	33,000	10,000	33,000
10-53-3450	Historic Advisory Board	1,593	37,000	8,000	37,000
10-53-3475	Marketing Materials & Publ	1,626	5,000	2,500	5,000
10-53-3900	Cell Phone	-	-	-	1,000
10-53-4000	GIS	-	800	800	800
10-53-4400	Equipment	-	-	-	1,500
10-53-4500	Furniture	-	-	-	750
10-53-4600	Office Supplies	-	-	-	2,000
10-53-4600	Postage	-	-	-	2,500
10-53-9000	Other	-	-	-	500
	SUB-TOTAL	470,188	554,075	470,375	583,190

FUND NO. 10 ACCOUNT NUMBER 59

DEPARTMENT: TRANSFERS OUT

ACCOUNT NUMBER	ACCOUNT TITLE	2021 ACTUAL	2022 APPROVED	2022 ESTIMATED	2023 PROPOSED
10-59-9933	Transfer Out	73,742	143,297	143,297	-
	SUB-TOTAL	73,742	143,297	143,297	-
	GRAND TOTAL	<u>2,523,848</u>	<u>3,397,721</u>	<u>2,946,593</u>	<u>3,400,292</u>

TOWN OF ELIZABETH
STREET MAINTENANCE FUND SUMMARY
2023 PROPOSED BUDGET

	2021 ACTUAL	2022 APPROVED	2022 ESTIMATED	2023 PROPOSED
REVENUES				
REVENUES	<u>419,883</u>	<u>579,867</u>	<u>533,103</u>	<u>408,200</u>
SUB- TOTAL	419,883	579,867	533,103	408,200
BEGINNING FUND BALANCE	<u>824,292</u>	<u>773,947</u>	<u>831,960</u>	<u>894,099</u>
TOTAL REVENUE	1,244,175	1,353,814	1,365,063	1,302,299
EXPENDITURES				
EXPENDITURES	<u>(412,215)</u>	<u>(497,658)</u>	<u>(470,964)</u>	<u>(598,247)</u>
TOTAL EXPENSES	(412,215)	(497,658)	(470,964)	(598,247)
ENDING FUND BALANCE	<u>831,960</u>	<u>856,156</u>	<u>894,099</u>	<u>704,052</u>
EMERGENCY RESERVE	<u>(12,366)</u>	<u>(14,930)</u>	<u>(14,129)</u>	<u>(17,947)</u>
YEAR END BALANCE	<u><u>819,594</u></u>	<u><u>841,226</u></u>	<u><u>879,970</u></u>	<u><u>686,105</u></u>

**TOWN OF ELIZABETH
STREET MAINTENANCE FUND SUMMARY
2023 PROPOSED BUDGET**

REVENUES		2021 ACTUAL	2022 APPROVED	2022 ESTIMATED	2023 PROPOSED
21-31	Taxes	169,472	155,470	167,054	160,000
21-33	Intergovernmental	155,963	260,700	191,752	222,200
21-36	Other Sources of Rev	20,706	20,400	31,000	26,000
21-39	Transfers In	<u>73,742</u>	<u>143,297</u>	<u>143,297</u>	<u>0</u>
TOTAL REVENUE		<u><u>419,883</u></u>	<u><u>579,867</u></u>	<u><u>533,103</u></u>	<u><u>408,200</u></u>
EXPENDITURES					
21-49	Streets & Highways	<u>412,215</u>	<u>497,657</u>	<u>470,964</u>	<u>598,247</u>
TOTAL EXPENDITURES		<u><u>412,215</u></u>	<u><u>497,658</u></u>	<u><u>470,964</u></u>	<u><u>598,247</u></u>

**TOWN OF ELIZABETH
STREET MAINTENANCE FUND REVENUES
2023 PROPOSED BUDGET**

ACCOUNT NUMBER	SOURCE	2021 ACTUAL	2022 APPROVED	2022 ESTIMATED	2023 PROPOSED
TAXES:					
21-31-3000	General Sales Tax	135,594	134,063	150,054	150,000
21-31-4000	Use Tax	<u>33,878</u>	<u>21,407</u>	<u>17,000</u>	<u>10,000</u>
	SUB-TOTAL	169,472	155,470	167,054	160,000
INTERGOVERNMENTAL:					
21-33-1000	Highway Users Tax	0	100,000	31,052	60,000
21-33-1050	Road & Bridge	144,467	150,000	150,000	150,000
21-33-6100	M.V. Registration (\$1.50)	4,670	4,300	4,300	5,000
21-33-6200	M.V. Registration (\$2.50)	<u>6,827</u>	<u>6,400</u>	<u>6,400</u>	<u>7,200</u>
	SUB-TOTAL	155,963	260,700	191,752	222,200
OTHER SOURCES:					
21-36-1000	Investment Income	353	400	3,000	4,000
21-36-4000	Public Improvement Fee	20,353	20,000	18,000	22,000
21-36-9000	Other Revenue	<u>0</u>	<u>0</u>	<u>10,000</u>	<u>0</u>
	SUB-TOTAL	20,706	20,400	31,000	26,000
TRANSFERS IN:					
21-39-7000	Transfer from General Fund	<u>73,742</u>	<u>143,297</u>	<u>143,297</u>	<u>143,297</u>
	SUB-TOTAL	73,742	143,297	143,297	143,297
	GRAND TOTAL	<u><u>419,883</u></u>	<u><u>579,867</u></u>	<u><u>533,103</u></u>	<u><u>551,497</u></u>

**TOWN OF ELIZABETH
STREET MAINTENANCE FUND EXPENDITURES
2023 PROPOSED BUDGET**

FUND NO. 21 ACCOUNT NUMBER 49

DEPARTMENT: STREETS & HIGHWAYS

ACCOUNT NUMBER	ACCOUNT TITLE	2021 ACTUAL	2022 APPROVED	2022 ESTIMATED	2023 PROPOSED
21-49-1100	Salaries & Wages- Pub Works	97,695	118,500	118,500	164,567
21-49-1300	Overtime	7,497	9,000	8,000	13,000
21-49-1400	Workers' Compensation	3,787	5,700	5,700	6,900
21-49-1500	Health Insurance	25,212	23,400	32,000	38,000
21-49-1550	Retirement	2,993	3,555	3,555	5,000
21-49-1600	FICA	8,561	9,065	9,065	13,584
21-49-1700	Colo Unemployment	331	474	474	533
21-49-1850	Training, Travel and Lodging	-	500	-	-
21-49-1900	Allowances	1,463	1,463	1,500	-
21-49-2600	Uniforms	-	-	-	2,520
21-49-3200	Contracted Services	59,565	70,000	60,000	70,000
21-49-3500	De-icing Supplies	1,017	21,500	8,000	7,500
21-49-3650	Lights and Signals	19,118	18,000	16,000	18,000
21-49-3900	Phones	-	-	-	2,700
21-49-4000	Maintenance and Repairs	77,657	97,000	95,000	100,000
*	Vehicle Depreciation	-	-	1,470	7,344
21-49-5800	ROW Maintenance	106,560	105,000	110,000	105,000
21-49-6100	Signs	235	1,500	1,000	21,500
*	Vehicle Maint & Repairs	-	-	-	9,000
*	Fuel	-	-	-	9,000
*	Diesel	-	-	-	3,600
21-49-9000	Other	524	13,000	700	500
	SUB-TOTAL	412,215	497,657	470,964	598,247
	GRAND TOTAL	412,215	497,657	470,964	598,247

* New Account numbers effective 01/01/2023

TOWN OF ELIZABETH
STREET CAPITAL IMPROVEMENT FUND SUMMARY
2023 PROPOSED BUDGET

	2021 ACTUAL	2022 APPROVED	2022 ESTIMATED	2023 PROPOSED
REVENUES				
REVENUES	<u>1,607,812</u>	<u>1,427,228</u>	<u>1,530,482</u>	<u>1,552,000</u>
SUB-TOTAL	1,607,812	1,427,228	1,530,482	1,552,000
BEGINNING FUND BALANCE	<u>5,609,488</u>	<u>4,349,707</u>	<u>3,341,122</u>	<u>2,693,938</u>
TOTAL REVENUE	7,217,301	5,776,935	4,871,604	4,245,938
EXPENDITURES				
EXPENDITURES	(3,876,178)	(4,597,112)	(2,127,666)	(3,006,863)
TRANSFER OUT	<u>0</u>	<u>(50,000)</u>	<u>(50,000)</u>	<u>(50,000)</u>
TOTAL EXPENDITURES	(3,876,178)	(4,647,112)	(2,177,666)	(3,056,863)
ENDING FUND BALANCE	<u>3,341,122</u>	<u>1,129,823</u>	<u>2,693,938</u>	<u>1,189,076</u>
EMERGENCY RESERVE (TABOR)	(116,285)	(144,000)	(63,830)	(90,206)
2014 NOTE DEBT SERVICE RESERVE	(281,500)	(265,500)	(265,500)	(249,000)
2015 NOTE DEBT SERVICE RESERVE	<u>(72,000)</u>	<u>(48,500)</u>	<u>(48,500)</u>	<u>(24,500)</u>
YEAR END BALANCE	<u><u>2,871,337</u></u>	<u><u>720,323</u></u>	<u><u>2,364,608</u></u>	<u><u>849,870</u></u>

**TOWN OF ELIZABETH
STREET CAPITAL IMPROVEMENT FUND SUMMARY
2023 PROPOSED BUDGET**

		2021 ACTUAL	2022 APPROVED	2022 ESTIMATED	2023 PROPOSED
REVENUES					
32-31	Taxes	1,530,243	1,399,228	1,520,482	1,542,000
32-39	Miscellaneous	<u>77,569</u>	<u>28,000</u>	<u>10,000</u>	<u>10,000</u>
	TOTAL REVENUES	<u><u>1,607,812</u></u>	<u><u>1,427,228</u></u>	<u><u>1,530,482</u></u>	<u><u>1,552,000</u></u>
EXPENDITURES					
32-49	Street Capital	3,382,834	4,159,446	0	2,550,000
32-59	Debt Service	493,344	487,666	487,666	506,863
	TOTAL EXPENDITURES	<u><u>3,876,178</u></u>	<u><u>4,647,112</u></u>	<u><u>2,177,666</u></u>	<u><u>3,056,863</u></u>

PROPOSED

**TOWN OF ELIZABETH
STREET CAPITAL IMPROVEMENT FUND REVENUES
2023 PROPOSED BUDGET**

ACCOUNT NUMBER	SOURCE	2021 ACTUAL	2022 APPROVED	2022 ESTIMATED	2023 PROPOSED
TAXES:					
32-31-3000	General Sales Tax	1,220,350	1,206,563	1,350,482	1,350,000
32-31-4000	Use Tax	<u>309,894</u>	<u>192,665</u>	<u>170,000</u>	<u>192,000</u>
	SUB-TOTAL	1,530,243	1,399,228	1,520,482	1,542,000
MISCELLANEOUS:					
32-36-1000	Investment Income	2,569	3,000	10,000	10,000
32-36-3000	Misc Revenue	<u>75,000</u>	<u>25,000</u>	<u>-</u>	<u>-</u>
	SUB-TOTAL	77,569	28,000	10,000	10,000
	GRAND TOTAL	<u><u>1,607,812</u></u>	<u><u>1,427,228</u></u>	<u><u>1,530,482</u></u>	<u><u>1,552,000</u></u>

PROPOSED

**TOWN OF ELIZABETH
STREET CAPITAL IMPROVEMENT FUND EXPENDITURES
2023 PROPOSED BUDGET**

FUND NO. 32 ACCOUNT NUMBER 49

DEPARTMENT: STREET CAPITAL

ACCOUNT NUMBER	ACCOUNT TITLE	2021 ACTUAL	2022 APPROVED	2022 ESTIMATED	2023 PROPOSED
32-49-1000	Drainage Improvements	45,803	-	-	-
32-49-1100	Salaries & Wages	-	24,750	-	-
32-49-1300	Overtime	-	-	-	-
32-49-1400	Workers' Compensation	-	25	-	-
32-49-1500	Health Insurance	-	3,300	-	-
32-49-1550	Retirement	-	742	-	-
32-49-1600	FICA	-	1,893	-	-
32-49-1700	Colo Unemployment	-	99	-	-
32-49-1825	Memberships - Employee	-	165	-	-
32-49-1850	Training, Travel and Lodging	-	1,650	-	-
32-49-1900	Allowances	-	322	-	-
32-49-3000	Paving Projects - CR 13 South	-	750,000	750,000	-
32-49-4000	Road Base	-	15,000	10,000	-
32-49-6600	Right of Way Easements	63,274	50,000	35,000	35,000
32-49-8000	Street Paving	3,178,495	1,000,000	500,000	160,000
32-49-9000	Concrete Street Repairs	95,263	250,000	35,000	310,000
32-49-9100	Equipment	-	287,500	150,000	300,000
32-49-9101	Rotomill	-	1,200,000	-	1,400,000
*	Hydro-Vac Trailer	-	-	-	22,500
*	Wheeled Tire Loader (Used)	-	-	-	37,500
32-49-9200	Curb & Gutter Work	-	5,000	-	20,000
32-49-9300	Sidewalk Replacement Progr	-	250,000	10,000	40,000
32-49-9305	Main St Streetscape Design	-	269,000	150,000	175,000
32-49-9310	Transfer to General Fund	-	50,000	50,000	50,000
SUB-TOTAL		3,382,834	4,159,446	1,690,000	2,550,000

FUND NO. 32 ACCOUNT NUMBER 59

DEPARTMENT: DEBT SERVICE

ACCOUNT NUMBER	ACCOUNT TITLE	2021 ACTUAL	2022 APPROVED	2022 ESTIMATED	2023 PROPOSED
2014 Refunding Note					
32-59-9700	Principal	240,000	245,000	245,000	0
32-59-9750	Interest	12,077	6,101	6,101	0
2015 Refunding Bonds					
32-59-9800	Principal	165,000	165,000	165,000	** 440,000
32-59-9850	Interest	75,668	70,965	70,965	66,263
32-59-4000	Paying Agent Svc	600	600	600	600
TOTAL DEBT SERVICE		493,344	487,666	487,666	506,863
GRAND TOTAL		3,876,178	4,647,112	2,177,666	3,056,863

* New Account numbers effective 01/01/2023

**Reflects acceleration of bond repayment.

TOWN OF ELIZABETH
WATER SEWER FUND SUMMARY
2023 PROPOSED BUDGET

	2021 ACTUAL	2022 APPROVED	2022 ESTIMATED	2023 PROPOSED
REVENUES				
REVENUES	3,281,109	2,530,700	1,997,000	2,210,000
OTHER FINANCING SOURCES	253,094	-	-	-
SUB-TOTAL	3,534,203	2,530,700	1,997,000	2,210,000
BEGINNING FUNDS AVAILABLE	5,120,914	3,130,340	4,921,770	4,277,246
TOTAL FUNDS AVAILABLE	8,655,117	5,661,040	6,918,770	6,487,246
EXPENDITURES				
EXPENDITURES	(927,255)	(2,852,362)	(2,392,088)	(3,829,782)
DEBT SERVICE	(2,631,092)	(74,436)	(74,436)	(74,498)
TRANSFER OUT	(175,000)	(175,000)	(175,000)	(175,000)
TOTAL EXPENDITURES	(3,733,347)	(3,101,798)	(2,641,524)	(4,079,280)
ENDING FUNDS AVAILABLE	4,921,770	2,559,242	4,277,246	2,407,966
EMERGENCY RESERVE	(112,000)	(93,054)	(79,246)	(122,378)
DEBT SERVICE RESERVE	(276,516)	(212,061)	(212,061)	(36,685)
YEAR END BALANCE	<u>4,597,709</u>	<u>2,254,127</u>	<u>3,985,939</u>	<u>2,248,902</u>

**TOWN OF ELIZABETH
WATER SEWER FUND SUMMARY
2023 PROPOSED BUDGET**

REVENUE		2021 ACTUAL	2022 APPROVED	2022 ESTIMATED	2023 PROPOSED
52-34	Charge for Services	1,420,530	1,325,000	1,260,000	1,430,000
52-34	Tap Fees	1,722,300	1,112,000	660,000	700,000
52-36	Miscellaneous	138,279	93,700	77,000	80,000
52-39	Other Financing Sources	<u>253,094</u>	<u>-</u>	<u>-</u>	<u>-</u>
	TOTAL REVENUES	<u><u>3,534,203</u></u>	<u><u>2,530,700</u></u>	<u><u>1,997,000</u></u>	<u><u>2,210,000</u></u>
EXPENDITURES					
52-57	Water Operations	534,454	630,331	460,469	893,430
52-58	Sewer Operations	392,801	529,031	421,619	601,352
52-57/58	Capital Outlay	-	1,693,000	1,510,000	2,335,000
52-63/64	Debt Service	2,631,092	74,436	74,436	74,498
52-65	Transfer Out	175,000	175,000	175,000	175,000
	TOTAL EXPENDITURES	<u><u>3,733,347</u></u>	<u><u>3,101,798</u></u>	<u><u>2,641,524</u></u>	<u><u>4,079,280</u></u>

**TOWN OF ELIZABETH
WATER SEWER FUND REVENUES
2023 PROPOSED BUDGET**

ACCOUNT NUMBER	SOURCE	2021 ACTUAL	2022 APPROVED	2022 ESTIMATED	2023 PROPOSED
CHARGE FOR SERVICES:					
52-34-4100	Water Sales	742,876	650,000	650,000	750,000
52-34-4200	Sewer Sales	<u>677,655</u>	<u>675,000</u>	<u>610,000</u>	<u>680,000</u>
	SUB-TOTAL	1,420,530	1,325,000	1,260,000	1,430,000
TAP FEES:					
52-34-8100	Water Tap Fees	825,500	520,000	210,000	250,000
52-34-8200	Sewer Tap Fees	<u>896,800</u>	<u>592,000</u>	<u>450,000</u>	<u>450,000</u>
	SUB-TOTAL	1,722,300	1,112,000	660,000	700,000
MISCELLANEOUS:					
52-36-1000	Investment Income	2,057	2,700	12,000	10,000
52-36-9000	Other Revenue	<u>136,222</u>	<u>91,000</u>	<u>65,000</u>	<u>70,000</u>
	SUB-TOTAL	138,279	93,700	77,000	80,000
OTHER FINANCING SOURCES:					
52-39-7003	Transfer In From Cap Imp Fund	<u>253,094</u>	<u>0</u>	<u>0</u>	<u>0</u>
	SUB-TOTAL	253,094	0	0	0
	GRAND TOTAL	<u><u>3,534,203</u></u>	<u><u>2,530,700</u></u>	<u><u>1,997,000</u></u>	<u><u>2,210,000</u></u>

**TOWN OF ELIZABETH
WATER SEWER FUND EXPENDITURES
2023 PROPOSED BUDGET**

FUND NO. 52 ACCOUNT NUMBER 57

DEPARTMENT: WATER OPERATIONS

ACCOUNT NUMBER	ACCOUNT TITLE	2021 ACTUAL	2022 APPROVED	2022 ESTIMATED	2023 PROPOSED
52-57-1100	Salaries & Wages- Water	103,913	130,875	120,000	164,567
52-57-1201	Seasonal Maintenance	-	-	-	-
52-57-1300	Overtime	7,497	9,000	6,000	13,000
52-57-1400	Workers' Compensation	3,803	6,295	4,200	6,900
52-57-1500	Health Insurance	25,210	25,050	32,000	38,000
52-57-1550	Retirement	2,993	3,925	3,500	5,000
52-57-1600	FICA	8,588	10,012	10,000	165,561
52-57-1700	Colo Unemployment	331	524	524	533
52-57-1825	Memberships - Employee	585	900	650	900
52-57-1850	Training, Travel and Lodging	37	1,325	-	1,325
52-57-1900	Allowances	1,841	1,625	1,625	-
52-57-1950	Other Benefits	-	-	-	-
52-57-2600	Uniforms	-	-	-	2,500
52-57-3200	Contracted Services	106,473	140,000	85,000	160,000
52-57-4800	Telephone and Cellphones	-	1,800	-	2,700
52-57-4900	Utilities	79,954	90,000	85,000	100,000
52-57-5400	Insurance	7,479	10,000	10,000	11,000
*	Vehicle Depreciation	-	-	1,470	7,344
52-57-5500	Legal - Contracted	98	8,000	-	7,500
52-57-6000	Maintenance and Repairs	166,726	150,000	75,000	150,000
52-57-7500	Chemical Supplies	6,857	9,000	5,500	18,000
52-57-7550	Water Supplies	13,257	14,000	14,000	15,000
*	Vehicle Maint & Repairs	-	-	-	9,000
*	Fuel	-	-	-	9,000
*	Diesel	-	-	-	3,600
52-57-9000	Other	(1,188)	18,000	6,000	2,000
	SUB- TOTAL	534,454	630,331	460,469	893,430

FUND NO. 52 ACCOUNT NUMBER 57

DEPARTMENT: CAPITAL OUTLAY

ACCOUNT NUMBER	ACCOUNT TITLE	2021 ACTUAL	2022 APPROVED	2022 ESTIMATED	2023 PROPOSED
52-57-9100	Ritiro Wells	-	700,000	1,500,000	1,300,000
52-57-9900	Water Line Upgrade	-	25,000	-	85,000
	SUB- TOTAL	-	725,000	1,500,000	1,385,000

*** New Account numbers effective 01/01/2023**

**TOWN OF ELIZABETH
WATER SEWER FUND EXPENDITURES
2023 PROPOSED BUDGET**

FUND NO. 52 ACCOUNT NUMBER 58

DEPARTMENT: SEWER OPERATIONS

ACCOUNT NUMBER	ACCOUNT TITLE	2021 ACTUAL	2022 APPROVED	2022 ESTIMATED	2023 PROPOSED
52-58-1100	Salaries & Wages	103,912	130,875	120,000	164,567
52-58-1300	Overtime	7,497	9,000	7,000	13,000
52-58-1400	Workers' Compensation	3,825	6,295	4,200	6,900
52-58-1500	Health Insurance	25,167	25,050	32,000	38,000
52-58-1550	Retirement	2,993	3,925	3,500	5,000
52-58-1600	FICA	12,424	10,012	10,000	13,584
52-58-1700	Colo Unemployment	479	524	524	533
52-58-1825	Memberships - Employee	-	900	-	900
52-58-1850	Training, Travel and Lodging	42	1,325	-	1,325
52-58-1900	Allowances	1,794	1,625	1,625	-
52-58-2600	Uniforms	-	-	-	2,500
52-58-3200	Contracted Services	46,789	110,000	70,000	90,000
52-58-4800	Telephone and Cellphones	6,669	9,000	8,500	10,700
52-58-4900	Utilities	60,852	70,000	65,000	70,000
52-58-5400	Insurance	9,216	12,000	12,000	15,400
*	Vehicle Depreciation	-	-	1,470	7,344
52-58-6000	Maintenance and Repairs	102,978	130,000	85,000	130,000
52-58-7500	Sewer Supplies	1,139	2,500	500	5,000
*	Vehicle Maint & Repairs	-	-	-	9,000
*	Fuel	-	-	-	9,000
*	Diesel	-	-	-	3,600
52-58-9000	Other	7,025	6,000	300	5,000
	SUB- TOTAL	392,801	529,031	421,619	601,352

FUND NO. 52 ACCOUNT NUMBER 58

DEPARTMENT: CAPITAL OUTLAY

ACCOUNT NUMBER	ACCOUNT TITLE	2021 ACTUAL	2022 APPROVED	2022 ESTIMATED	2023 PROPOSED
52-58-9400	WTP Upgrades	-	968,000	10,000	950,000
	SUB- TOTAL	-	968,000	10,000	950,000

* New Account numbers effective 01/01/2023

**TOWN OF ELIZABETH
WATER SEWER FUND EXPENDITURES
2023 PROPOSED BUDGET**

FUND NO. 52 ACCOUNT NUMBER 63 & 64

DEPARTMENT: DEBT SERVICE

ACCOUNT NUMBER	ACCOUNT TITLE	2021 ACTUAL	2022 APPROVED	2022 ESTIMATED	2023 PROPOSED
52-63-6300	2007 CWRPDA Pymt- Principal	56,882	57,928	57,928	62,398
52-63-6400	2007 CWRPDA- Interest	17,193	16,508	16,508	12,100
52-64-6500	2008 CWRDPA Loan- Principal	2,507,229	-	-	-
52-64-6600	2008 CWRPDA Loan- Interest	49,789	-	-	-
	TOTAL DEBT SERVICE	<u>2,631,092</u>	<u>74,436</u>	<u>74,436</u>	<u>74,498</u>

FUND NO. 52 ACCOUNT NUMBER 65

DEPARTMENT: TRANSFERS OUT

ACCOUNT NUMBER	ACCOUNT TITLE	2021 ACTUAL	2022 APPROVED	2022 ESTIMATED	2023 PROPOSED
52-65-9900	Transfer to General Fund	<u>175,000</u>	<u>175,000</u>	<u>175,000</u>	<u>175,000</u>
	SUB- TOTAL	175,000	175,000	175,000	175,000
	GRAND TOTAL	<u>3,733,347</u>	<u>3,101,798</u>	<u>2,641,524</u>	<u>4,079,280</u>

TOWN OF ELIZABETH
CAPITAL IMPROVEMENT FUND SUMMARY
2023 PROPOSED BUDGET

	2021	2022	2022	2023
REVENUES	ACTUAL	APPROVED	ESTIMATED	PROPOSED
REVENUES	<u>1,859,154</u>	<u>1,657,698</u>	<u>1,693,535</u>	<u>1,715,000</u>
SUB-TOTAL	1,859,154	1,657,698	1,693,535	1,715,000
BEGINNING BALANCE	<u>5,707,956</u>	<u>6,537,879</u>	<u>6,804,267</u>	<u>8,352,302</u>
TOTAL REVENUE	7,567,110	8,195,577	8,497,802	10,067,302
EXPENDITURES				
EXPENDITURES	(509,747)	(1,207,846)	(90,500)	(1,505,690)
TRANSFER OUT	<u>(253,094)</u>	<u>(55,000)</u>	<u>(55,000)</u>	<u>(58,500)</u>
TOTAL EXPENSES	(762,841)	(1,262,846)	(145,500)	(1,564,190)
ENDING CASH BALANCE	<u>6,804,267</u>	<u>6,932,731</u>	<u>8,352,302</u>	<u>8,503,112</u>
EMERGENCY RESERVE	(15,292)	(37,885)	(4,365)	(46,926)
YEAR END BALANCE	<u><u>6,788,975</u></u>	<u><u>6,894,846</u></u>	<u><u>8,347,937</u></u>	<u><u>8,456,187</u></u>

**TOWN OF ELIZABETH
CAPITAL IMPROVEMENT FUND
2023 PROPOSED BUDGET**

REVENUES					
ACCOUNT NUMBER	SOURCE	2021 ACTUAL	2022 APPROVED	2022 ESTIMATED	2023 PROPOSED
TAXES:					
31-31-3000	Sales Tax	1,355,944	1,340,625	1,500,535	1,500,000
31-31-4000	Use Tax	338,776	214,073	140,000	150,000
31-34-1000	Grants	-	-	-	-
31-36-1000	Investment Income	2,567	3,000	18,000	15,000
31-36-9000	Other Revenue	161,867	100,000	35,000	50,000
	GRAND TOTAL	<u>1,859,154</u>	<u>1,657,698</u>	<u>1,693,535</u>	<u>1,715,000</u>

PROPOSED

**TOWN OF ELIZABETH
CAPITAL IMPROVEMENT FUND
2023 PROPOSED BUDGET**

FUND NO. 31 ACCOUNT NUMBER 80

DEPARTMENT: CAPITAL IMPROVEMENT

EXPENDITURES		2021	2022	2022	2023
ACCOUNT NUMBER	ACCOUNT TITLE	ACTUAL	BUDGET	ESTIMATED	BUDGET
31-80-0100	Land Purchase	405,579	250,000	-	250,000
31-80-0600	Town Event Park	-	125,000	-	119,900
31-80-1100	Salaries & Wages	-	24,750	-	-
31-80-1400	Workers' Compensation	-	25	-	-
31-80-1500	Health Insurance	-	3,300	-	-
31-80-1550	Retirement	-	742	-	-
31-80-1600	FICA	-	1,893	-	-
31-80-1700	Colo Unemployment	-	99	-	-
31-80-1825	Memberships - Employee	-	165	-	-
31-80-1850	Training, Travel and Lodging	-	1,650	-	-
31-80-1900	Allowances	-	322	-	-
31-80-3220	Asset Assessment	-	25,000	-	-
31-80-3400	Facilities Master Plan	-	75,000	-	75,000
31-80-3425	Community Studies	-	50,000	-	-
31-80-3450	Senior Center	-	50,000	-	450,000
31-80-3475	Capital Planning	-	15,000	-	-
31-80-4000	Equipment	17,200	-	2,500	15,000
*	Hydro-Vac Trailer	-	-	-	22,500
*	Wheeled Tire Loader (Used	-	-	-	37,500
31-80-5500	Town Hall Bldg Improvemer	44,051	100,000	2,000	100,000
31-80-5550	Library Partnership	-	400,000	-	-
31-80-6000	Playground Upgrades	40,339	-	-	65,000
31-80-6500	Trail Systems	2,578	9,900	6,500	4,500
*	PD Building Improvement	-	-	-	75,000
*	Banner & Elm Property	-	-	-	150,000
*	Community Garden	-	-	-	25,000
*	PW Trucks	-	-	-	111,290
31-80-9100	Town Hall Landscaping	-	75,000	79,500	5,000
31-80-9900	Transfer to Water Fund	253,094	-	-	3,500
31-809901	Transfer to General Fund	-	55,000	55,000	55,000
* New Account numbers effective 01/01/2023					
	SUB-TOTAL	762,841	1,262,846	145,500	1,564,190
	GRAND TOTAL	<u>762,841</u>	<u>1,262,846</u>	<u>145,500</u>	<u>1,564,190</u>



November 15, 2022

Management Team Updates

Town Clerk – Michelle Oeser

- Allison learned a lot and did a great presentation at the Annual Caselle Conference.
- The small house across the street from Town Hall is ready to hold all the generous donations and is set up to assemble Senior Baskets. Collection boxes are out and already filling up.
- Allison and Harmony traveled to Northglenn to see a passport location in action.
- We will be working to design a seal specifically for passports. A couple of ideas will be brought to the Board for final approval. At first thought, we are thinking of having the Town logo without the words and just the trees and the Town information surrounding the trees. Again, just our first thought.
- Harmony and Allison are working on updating the Food Truck Code. This will be presented to the Board in the near future. The update is designed to make the process easier and less confusing for both the applicant and Staff.
- Staff has visited with two cleaning companies and hope to have one in place by the end of November.
- A thank you note was sent to Walmart and the Elizabeth Fire Department for donating to the Senior Baskets this year.
- The Staff Christmas party is scheduled for December 9th at 1:00 pm.

Police – Chief Melvin Berghahn

📎 See attached Stats

Public Works and Utilities – Mike DeVol

📎 No Report

Report Criteria:

Report type: Summary
Check.Check number = {SQL} (tblCheck.CheckNumber in (SELECT c.CheckNumber
FROM dbo.tblCheck c INNER JOIN
dbo.tblCheckDetail cd ON c.ID = cd.tblCheckID
GROUP BY c.CheckNumber
HAVING (SUM(cd.Amount) >= 20000)))
Check.Type = {<>} "Adjustment"

Payee	Check Number	Amount	
Rambo Dirt and Excavation	10277	26,586.06	Bar Ditch Grading / Shoulder Grade / Erosion Control
SILL-TERHAR MOTORS, INC.	10299	93,450.00	Two Police Vehicles
A.D. Miller Services, Inc.	10072201	135,603.98	Ritor o Well House
Grand Totals:		255,640.04	



TO: Honorable Mayor and Board of Trustees
FROM: Zach Higgins, AICP Planner/Project Manager
DATE: November 15, 2022
SUBJECT: Main Street Streetscape Design Project

PUBLIC FEEDBACK SUMMARY

The Town of Elizabeth and CORE Engineering have hosted three public meetings this year for the Streetscape Design Project and used a MSBOD Main Street Business Outreach event to gain feedback as well. All property owners along both sides Main Street from SH 86 to the southern end of Main Street have been sent certified mail notice of the first two meetings and regular mail notice of the latest Check-In meeting. Staff has collected feedback on multiple occasions in person while meeting with business owners, commercial property owners, and residents. Most recently, staff was directed to obtain feedback regarding the parallel or diagonal parking option from all property/business owners. Attempts have been made to collect that feedback and the sum of those efforts are outlined below in reference to the Check-In meeting.

Kickoff Meeting

The Main Street Streetscape Design Kickoff Meeting was held on March 10th. This Kickoff meeting had over 25 people in attendance which included Main Street Board members, Planning Commissioners, Historic Advisory Board members, Board of Trustees, Town Staff, Main Street residents, Main Street property owners, and Main Street business owners. The materials presented at this meeting included an overlay of the previously Board of Trustees approved street section and accompanying NV5 “typical layout” on each block of Main Street. The survey work had begun but was not completed, creating some minor technical issues with the drawings when presenting to the public. In general, the presented material was there to generate conversation and give a general representation of the basics of the plan. Due to the nature of these very preliminary drawings, there were concerns regarding curb cuts and driveways not being included and side street running into current buildings. These concerns have since been addressed with the updated survey information. As well, concerns were raised regarding the Main Street block from Walnut to Maple being included in this project since it is residential on both sides of the street. Elizabeth Fire had discussed that if that section of the street were to be improved that they would like to see Main Street then connected to Maple Street. It was discussed that the extension of Maple to Main Street would be cost prohibitive at this time, when considering that some of the residents in that block of Main Street did not want additional street or sidewalk improvements. In general, the business owners, property owners, and most residents were looking forward to the project and the continued development of design.

30% Design Meeting



The Main Street Streetscape 30% Design Meeting was held on June 30th. The 30% Design Meeting had about 25 attendees with a similar mix of Town Advisory Board members, property and business owners, and residents. The materials presented at this meeting were provided by DHM Design and CORE Engineering. CORE's drawings showed more technical engineering details and DHM's drawings and boards were more aesthetic in nature. Between the Kickoff Meeting and the 30% Design Meeting, DHM and CORE met with the MSBOD where the idea was proposed to present two options for parking to the public.

At the 30% Design meeting the attendees were presented with a parallel parking option and diagonal parking option. The majority feedback received was in favor of the parallel parking option. Those in attendance liked the additional pedestrian space for movement and business utilization. Attendees were in favor of the additional foot per drive lane to accommodate larger vehicles and trailers. Given a few of the difficult grade change locations from the street to sidewalk that exist, attendees were in favor of the solutions discussed when additional space was provided in the sidewalk and amenity zone. Solutions presented to deal with the problem grade change areas with the diagonal parking did not receive positive feedback. In general, the business and property owners were comfortable with the loss of parking spaces on Main Street with the parallel parking option. Some additional side street parking on the East side of Main Street was shown and seen as a favorable solution to regain some of the lost parking spots. DHM Design presented some preliminary drawings which showed a large number of planters which ran the majority of the block. There were concerns brought up about how and who would maintain this large amount of green space. Town Staff has since discussed these concerns with DHM and they are working on providing an option with greatly reduced planter space.

The drawings presented showed no parking on the West side of Main Street in front of the residences from Poplar to Walnut. This configuration received mixed feedback. Staff and the MSBOD are scheduled to canvass the residents of those blocks in the coming weeks regarding the options of no parking with improvements, parking with improvements, or parking with no improvements in front of their properties.

MSBOD Business Meet and Greet

The MSBOD held a Meet and Greet with the Main Street Business owners on July 28th. This event had about 15 attendees. The same materials were presented from the 30% Design Meeting. The parallel parking option received the majority of the positive feedback during this event.

Check-In Meeting

The MSBOD held a Design Check-in Meeting on October 13th, 2022. At this meeting, CORE introduced a third option showing the requested "combination" parking which included both parallel and diagonal parking. Concerns were raised regarding the timeline of the project being delayed. Also, where will residents put snow shoveled from the larger sidewalks? Staff and CORE took written feedback at the meeting and have received emailed comments continually since the meeting. Staff has also sought the feedback from the remainder of business owners and property owners.



Streetscape Public Comment obtained at the 10/13/2022 Check-In meeting:

- Paul Hunter – 427 Main Street, Elizabeth, CO

Would like parallel parking on West side of Main Street. Does not care if the Streetscape is improved or not.

- Bonnie Forsyth – 577 Main Street, Elizabeth, CO

Prefers no parking on West side of Main Street. Is concerned about littering in her yard.

- Ed Beard – Carriage Shoppes – 392 Main Street, Elizabeth, CO

The level of intensity is going up regarding this project and business owners are concerned about the speed of the project. Business owners want to invest in confidence. Concerned about timeline.

- Tammy Siewert – Mountain Man Fruit & Nut Co. – 207 Main Street, Elizabeth, CO

Visitors to Mountain Man have wanted diagonal parking. That has been their number one comment.

- Randy Wallace – Randy’s Antiques and Art – 211 Main Street, Elizabeth, CO

Parallel and Diagonal both. Need more parking than what we currently have. Comfortable with railing if required.

- Don Means – Farmers Insurance – 166 Main Street, Elizabeth, CO

In support of one-way Main Street, one lane of traffic in the southern direction for the first few blocks of Main Street.

- Amy Schmidt – 128 West Broadway, Elizabeth, CO

Parallel parking on East side allows for sidewalk elevation corrections. Diagonal parking on West side allows for traffic coming in from SH 86. How about an emergency meeting to pull Community Development Director, plans, and Board together in order to exchange information and move forward?

Linda Bulmer – The Nest – 286 Main Street, Elizabeth, CO

Include side streets in plan. Parking Diagonal or parallel. Want to include side streets for more parking.

Feedback Received since the Check-In meeting below and attached:

- Tom Knowles – Wildflower Tack - 122 South Main Street, Elizabeth, CO

Diagonal parking, no bulb-outs (curb extensions)

- Randy Wallace – Randy’s Antiques and Art – 232 South Main Street, Elizabeth, CO



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

Likes combination parking, diagonal for more spots with parallel for trucks/trailers, no bulb-outs (curb extensions). Why does each block have to be the same especially where businesses have on-site parking? Works well now. Currently business owners shovel snow, who will be liable for shoveling after improvements?

- Brooks Bridle – Powder River Hat Company – 232 South Main Street, Elizabeth, CO

Ok with current width of sidewalk. Likes combination parallel and diagonal parking.

- Ione Vanek – IC Threadz – 244 South Main Street, Elizabeth, CO

Likes Combination parking. Should spend money somewhere else and keep as is to maintain old charm, no bulb-outs (curb extensions). Improve sidewalks for safety issues. Haven't had any drainage issues.

- Gail Lacinski – 341 South Main Street, Elizabeth, CO

Prefers diagonal parking especially on first two blocks. Stopped shopping in Golden when they switched to parallel downtown. The curb step between the road and sidewalk in front of 232 and 244 Main Street is a tripping hazard. Public parking lots would be great.

- Alice Halbrook – 653 South Main Street

Currently wants to keep street parking.

Also attached are excerpts from the Old Town Area Plan from the Comprehensive Plan relevant to the Streetscape project.



Don Means, LUTCF, FSCP
Insurance and Financial Services Agent
Means Agency, Inc
PO Box 1947, 166 S Main St
Elizabeth, CO 80107
Office 303-646-9701
Fax 303-646-9716
dmeans@farmersagent.com

Friday, October 14, 2022

Board of Trustees
PO Box 159
Elizabeth, CO 80107

Dear Trustees,

After attending the Streetscape Project meeting on October 13, 2022, I feel I must respond to the presentation that was presented.

First, I adamantly am opposed to the suggestion of parallel parking on Main Street UNLESS the town specifically addresses the need for additional parking! Parallel parking will reduce the number of parking spaces on the first block of Main Street by half. Many individuals do not realize that when CDOT removed the parking from Highway 86, those individuals now use the first block of Main Street for their parking needs. In addition, the town should NOT even consider the Gesin's location as a solution to the parking problem. It was mentioned in passing that the Gesin's lot would be a solution to the parking concerns. This may be one of the most valuable pieces of property in Elizabeth and should be developed accordingly. Once again, many, including several CDOT displacements and Main Street employees use this as an additional place to park.

Whether it is diagonal parking or parallel parking, with the increased businesses that are proposed for Main Street, a parking solution must be addressed. It was mentioned that parallel parking would lose approximately 17 parking spots. How is this addressed? A slight mention about looking at parking on side streets as a possibility last evening. Will this be included in the entire project for Main Street or is it just a temporary solution to pacify the immediate concern?

I am pleased that the Main Street is being redeveloped with the goal of increasing pedestrian traffic and revitalizing Olde Town. This is a positive addition to the entire town of Elizabeth. I am requesting that the Board of Trustees address the need for parking now and in the future with the growth we are seeing.

Regards,

A handwritten signature in blue ink that reads "Don Means".

Don Means

Sent: Monday, October 24, 2022 4:30 PM
To: Zach Higgins
Subject: Main Street project comments

Zach,

Thank you for all your work on this project, I appreciate the challenges in bringing together a plan that will meet the needs of Main Street. I wanted to add my personal thoughts in addition to the letter from the Main Street property owners.

I agree that the first two blocks of Main Street should retain diagonal parking. Most of the business on these blocks do not have available on-site parking and depend on street parking. If my customers do not have convenient parking, they will choose to drive by and not stop and shop, as is the case with other shop owners on the block. In addition, in chatting with customers about what is new and happening on Main Street, as I have shown the different options being put forward for parking, the number one comment that I get is that they want diagonal, and do not want parallel parking.

I fully support updating the sidewalks to be handicap accessible; one of my own family members is in a wheelchair, so having the option of traversing Main Street safely is obviously something important to me. Some form of bump outs to provide ramps and pedestrian visibility are also a plus. I do have a question about having trash receptacles or benches specifically on bump outs, as such could potentially reduce the visibility of pedestrians and thus defeat the purpose of enhancing safety.

I disagree that larger sidewalks and parallel parking are the only thing that will meet the goal *“To revitalize Main Street Elizabeth through the preservation of its character and history, the promotion of local creativity and economic development, and the enhancement of quality of life in both the lives and workplaces of residents and visitors of the community at large.”* There needs to be a balance between providing for vehicular traffic, parking, and pedestrian accommodations. Wider sidewalks with the resulting loss of parking are not the proper balance in my view, particularly in the first two blocks with no off-street parking.

Thank you for your time,

Tammy Siewert
303-321-0175
Mountain Man Nut & Fruit Co.
207 Main St., Elizabeth



207 Main St., Elizabeth, CO 80107
303-621-0175
www.mtnmaneliz.com

10/27/2022

To: Town of Elizabeth, Board of Trustees

From:

Ed Beard, The Carriage Shoppes
Russ Berget, Elizabeth Main Street Station
Linda Bulmer, The Nest
Jennifer and Eric Fleming, The Nest
Jeff Struthers, The Section House
Gail Lacinski, The Prickly Pear
Tammy Siewert, Mountain Man Nut & Fruit
Jim Patterson, The Elizabeth Brewing Company

Re:

1. Main Street Program and Streetscape Focus from the perspective of Main Street property owners.
2. Parking plan.
3. Timeline proposal.
4. Bump-out proposal.
5. Beautification proposal.
6. Lighting proposal.
7. Confidence.

Board of Trustees,

First, we thank you for the opportunity to submit input as part of the streetscape project. Each of us in this letter support this project that you are pursuing and are excited for the benefits that the project has the potential to present. Many of us have been closely following this process, as this project directly impacts our properties and businesses. Due to what was presented at the most recent meeting, it may be appropriate to reconnect with the original goal, the vision of the Main Street project, as the goal must remain as the main driver of decisions and timelines.

“To revitalize Main Street Elizabeth through the preservation of its character and history, the promotion of local creativity and economic development, and the enhancement of quality of life in both the lives and workplaces of residents and visitors of the community at large.”

As business owners on Main Street, we ask the Board to consider the following perspectives as partners in the future of the health and vitality of Main Street. These perspectives consider:

- Benefits and barriers to the baseline goal.
- Opinions of business and property owners.

PARKING: Parking is a package deal.

Angle parking comes with narrow sidewalks and sidewalk rails that present a barrier between guests and businesses. That is a direct interference with the goal to “enhancement of quality of lives.....visitors and the community.” Yet, angle parking allows for an increase to close parking access to businesses which is can promote a positive experience for Main Street visitors.

Parallel parking allows for spacious wider sidewalks and is statistically safer (*ie. Safety comparison of Types of Parking on Urban Streets in Nebraska*). The downside is a reduction in parking availability.

MAIN STREET PARKING PROPOSAL: A blend of diagonal and parallel parking.

- Mitigate transitional impacts to the extent possible with the parking option chosen.

TIMELINES: No timeline is not an option of which is the current timeline status. All goals have obstacles. As obstacles surface, timelines are adjusted to address challenges. Putting timelines on hold jeopardizes the prosperity of the baseline goal.

TIMELINE PROPOSAL: For Main Street business owners and the Main Street Board to work in partnership to re-establish the goal timeline.

- Regarding the timeline delay due to the traffic study. It is known what the traffic study determines. It is not known how or why the outcome of this study impacts the goal or inhibits the timeline. Traffic is what it is. Knowing the traffic statistics on Main Street doesn’t change anything, therefore, should not be an inhibitor to the Main Street goal or timeline.

TRAFFIC STUDY PROPOSAL: Eliminate the traffic study as a component of the Main Street Program timeline.

BUMP-OUTS: Bump-outs serve to increase pedestrian safety as well as provide additional room for amenities such as benches and trash receptacles. Bump-outs also reduce liability for vehicle operators, as it’s easier to monitor the crossing of pedestrians. It was noted that there is a potential that this element will be eliminated from the project due to the maintenance responsibilities.

BUMP-OUT PROPOSAL: With any capital investment comes maintenance responsibilities. In the case of bump-outs, the pros outweigh the cons. The maintenance issues are secondary to the broader goal. We’d encourage the town to look at how these bump-outs are maintained in other jurisdictions throughout the state.

BEAUTIFICATION ELEMENTS: Concerns with maintenance of beautification elements seem to be delaying discussions and decisions around landscaping and street tree elements. These elements are vital to the beautification and placemaking components of the project. It’s our understanding that again there are maintenance concerns in regard to adding plant material.

BEAUTIFICATION PROPOSAL: We propose landscaping and street tree elements be added to the project . Again, the maintenance issues are secondary to the broader goal and long-term vision, and there should be focus on adapting and growing.

LIGHTING: It was mentioned in the meeting that it's not certain if electrical/lighting will be a component of the project. The lights on streetscape were a great temporary solution but do not provide sufficient lighting for future safety, especially when the street is fully activated. Additionally, electrical will allow for connection during outdoor events along the Main Street.

LIGHTING PROPOSAL: We encourage the town to include electrical and lighting as part of this project.

CONFIDENCE:

The Town has an opportunity to benefit from significant private investment on Main Street that to date has never been an opportunity. The risk of private investment is supported by the Town's ability and willingness to stay focused on the goal, and effectively manage the obstacles posing as barriers to that goal.

As Main Street business and property owners, we appreciate our partnership with the Board of Trustees, and the wonderful opportunity to participate in the exciting and vibrant future of Main Street.



TO: Town of Elizabeth
FROM: Elizabeth Main Street Station, LLC
DATE: October 25, 2022
SUBJECT: Main Street Streetscape Project

We attended the October 13th Main Street Streetscape Project Meeting at Town Hall. The project team did a great job fielding questions and soliciting involvement in the discussion with the attendees. Per the project team's request for input, we wish to submit our comments on beautification and placemaking, outdoor seating, drainage and detention, Spruce Street, and the project timeline. We respectfully request the Board of Trustees and project team take our input into consideration as you move forward with this project. We appreciate the opportunity to submit feedback and thank you for pursuing this project which we believe will be a great benefit to Main Street and the community at large.

Beautification and Placemaking

We wanted to provide input that the beautification and placemaking aspects of the project are of great importance to us. Angled parking is the preference, and we'd encourage the Town to look at an angle that allows for a larger amenity/pedestrian zone and mitigates some of the transitioning impacts that were discovered during the engineered design portion of this process. We don't believe a rail adjacent to the property will be necessary, but that's still something we'd like to avoid.

Elements such as bump-outs, landscaping/plantings, street trees, lighting, and banner fixtures are all vital components of this project that and will enhance the value derived from this project. We understand that there are currently no concepts that are on the table for feedback in these areas, with the exception of bump-outs. We would like to make sure these elements remain as part of the project, as this is the kind of public investment that is sure to drive private investment for years to come. Likewise, these are the elements that will ensure Main Street remains unique and the heart of the community, especially with the new development which will include a great amount of private investment and innovative design.

Outdoor Seating

Our understanding is that one of the many benefits to this project is the potential for more outdoor gathering space which is a great draw and quality of life aspect, especially here in Colorado. The project team previously inquired on future outdoor restaurant seating along our property frontage and a portion of the new amenity zone. We are happy to collaborate with the Town on this request, as we believe it would be beneficial for both parties.



Drainage and Detention

We have been asked by the project team to consider the allocation of land for a detention pond that will serve a number of properties on Main Street, in addition to potentially part of the street itself. This request will require engineering work on our part and has already. We have requested information from the Town of Elizabeth so that we can accommodate this request. Information we requested includes what specific properties would be served, how the water would be routed to the detention pond, and if there's a potential to use a portion of the existing, unimproved, Spruce Street right-of-way adjacent to our property to accommodate a portion of the upsized pond. We have been unable to receive a response on these inquiries due to the project being in a holding pattern. That said, we have finalized our engineered design for the site and future pond. We are always open to discussions but need to move forward with our plans for the property.

Spruce Street

Our understanding is the Town is looking further into improving the Main Street "side streets" as part of the Main Street Streetscape project. Per the design and improvement of the other side streets along Main Street, we do not believe that we should be responsible for designing or improving Spruce Street now or in the future. We have discussed briefly with your project team, but again, we have not received anything short of a loose response. We request a more definitive response on your plans for designing and improving this street adjacent to our property.

Project Timeline

Last, but not least, we wish to comment on the project's schedule for both design and construction. Per the October 13th meeting, we understand that the project is delayed and that an updated schedule has not yet been solidified. With a capital improvement of this size and scope, it is completely understandable that setbacks and hurdles may require some pivoting. We would encourage the new schedule for both design and construction be solidified, communicated, and committed to.

Again, thank you for the consideration of our input on this project. We encourage anyone from the project team or Board of Trustees to reach out to our team at any time regarding this feedback or any other questions or concerns you may have. We look forward to continuing to work and collaborate with you.



To: Town of Elizabeth, Board of Trustees

From: Ed Beard, Janet McCracken, The Carriage Shoppes

Re: Main Street Project Parking Preference

May we first reconnect to the original driving vision and goal of the Main Street Program.

“To revitalize Main Street Elizabeth through the preservation of its character and history, the promotion of local creativity and economic development, and the enhancement of quality of life in both the lives and workplaces of residents and visitors of the community at large.”

Parking Preference: Only the parallel parking layout can achieve the Main Street Program goal. Parallel parking with wide sidewalks, no fenced barriers, with complimentary lighting and landscaping can achieve this goal of “enhancement of quality of life”. Angle parking includes narrow sidewalks and a guard rail barrier between the community and a business. Guard rail barriers completely interfere with a patrons Main Street experience. Therefore, angle parking is not an option in front of The Carriage Shoppes.

Angle parking in front of a specific business is convenient, but the goal is not convenient access to a single business. , The Carriage Shoppes is already a de facto public parking lot for all Main Street businesses. The culture already is to park and walk. Plus, since ample side street parking is available, nothing is lost with parallel parking. People already walk shop to shop and will continue to walk shop to shop. The experience is to leisurely visit Main Street in its entirety, not conveniently park if front of a single business.

Angle parking with narrow sidewalks and guard rail barriers with limited landscaping cannot be described has “....preserving character”. But wide spacious sidewalks, with ample room, benches, beautiful landscaping is the most direct means to achieve the goal of “.....preserving character”.

Thank you for your consideration,

Ed & Janet, The Carriage Shoppes

A handwritten signature in black ink that reads 'Ed Beard'.

From:
Sent: Friday, October 14, 2022 8:37 AM
To: Zach Higgins
Subject: Streetscape

Follow Up Flag: Follow up
Flag Status: Flagged

Zack,

Thank you for being available for the meeting last night. After careful consideration I feel that as a customer to the shops on block 1 and 2 there is not adequate parking to only employ parallel parking. This greatly reduces direct access to those business. If parallel parking was the chosen plan it would be essential to have side street parking be part of the plan. Block 1 and 2 do not have access to a larger parking lot at this time. Shops such as the Carraige Shoppes and Prickly Pear (and the future Mainstreet Station) will all have on sight parking and direct access to their businesses. The lack of direct parking, with the parallel parking option, will negatively impact such business as Small Town Donuts, Mountain Man, Randy's, the embroidery and hat shop, Elizabeth Brewing, and The Nest. It would be my request that diagonal parking remain available to our customers on block 1 and 2. Thank you for your time and consideration.

Kind Regards,
Jennifer Fleming
The Nest

From:
Sent: Monday, October 24, 2022 2:00 PM
To: Zach Higgins
Subject: Mainstreet Design Input

Zach and Manny,

Thank you for your presentation on the Main Street Designs. As a resident on Main Street since 2008, I wanted to give input on the presentation. I agree with merchant, Ed Beard, that we should consider the "mission statement/goals" that were discussed by Main Street Board.

When the first resolution was passed, the main goal was to achieve the *most parking spaces in* the design. Further discussion of the mission statement/goal in **enhancing our community** for current and future residents, businesses, and visitors, leads us to consider that the most parking design did and does not enhance our community in providing amenities for pedestrians and proprietors along with aesthetically pleasing grade solutions.

The parallel parking option presented could also be compromised by reducing the size of some of the parallel parking spaces to create a few more parking spaces. I know that we have larger vehicles in our community, but these vehicles would do what they currently do and take up multiple spaces on a first come first serve basis.

The parallel parking option best meets the statement of "enhancing our community" for residents and businesses in providing streetscape continuity for our current residential homes.

Our next step is to get this project approved and construction underway!! Capital Investment, **both for the town and business owners**, as well as Property Development are vital components for a vibrant downtown.

I urge the board to take **immediate action** to make this project happen, so we don't lose the **approved** development in place and discourage or dissuade any **potential** Main Street development opportunities that could enhance our community.

Sincerely,

Rachel White

Destination Properties by White, Inc.
Financial and Administrative Consulting
PO Box 2614
Elizabeth, CO 80107
email: raywaytoday@yahoo.com

Old Town Area Plan



Amphitheater

Agricultural Reserve



- Existing Building
- Redevelopment Site
- Proposed Government Office
- Proposed Public Parking
- Streetscape - Level 1
- Streetscape - Level 2
- Proposed Trail
- Proposed Fence
- Proposed Landscaping



Main Street Corridor

The Old Town Plan assumes that the Town would pursue the completion of streetscape design and implementation for a redesign of Main Street, from Highway 86 south to the current end of the street, to the south of Walnut Street. While the Town has approved a street section for the future Main Street design, including one travel lane in each direction and angled parking on either side of the street, the actual design of the streetscape remains to be completed. The following outlines key recommendations for this streetscape planning effort:

- The streetscape design should incorporate bulbouts and well-designed crosswalks to facilitate safe and inviting pedestrian movement.
- Sidewalks along Main Street should be of sufficient width to accommodate retail shopping and outdoor dining with ample room for an "amenity zone" between the street and the fronts of buildings.
- The streetscape design should incorporate attractive landscaping and sufficient areas for street trees.
- Streetscape design should incorporate public art (in the form of benches, trash cans, and related features designed as art pieces) and attractive lighting.
- The streetscape design should, ideally, include space for festivals or events to be held along or to the side of the street.
- The design should include attractive and effective signage and wayfinding to draw people into the Main Street district and direct them to appropriate destinations along Main Street or elsewhere in Elizabeth.

The Old Town Plan also recommends that the Town pursue the creation and adoption of a Form Based Code to guide the development or redevelopment of properties along the Main Street corridor. The Form Based Code would identify recommended guidelines for the interaction between buildings and the public right-of-way and would provide guidance concerning architecture and other design parameters that affect the quality of the public realm along the Main Street corridor.



While the Old Town Plan emphasizes the creation of a quality public realm along the edges of the buildings along Main Street and the public right-of-way, the Town should carefully plan for the interaction between the sides and rear sides of buildings along Main Street and adjoining streets or areas. For example, the Old Town Plan recommends that design guidelines be produced that would allow and encourage the development of patios and entrances from the rear sides of buildings along Main Street, facing the Running Creek corridor to the east. The Old Town Plan also recommends that the Town establish design guidelines for the Main Street area that manage the interaction between buildings along Main Street and side streets that run parallel to Main Street.



Development of Municipal Parking Lots and Facilities

Many downtown districts around the country face issues surrounding a lack of sufficient parking to serve residents, customers, and visitors. The Town should proactively plan for future parking facilities in the Old Town area in order to prepare for ongoing redevelopment and revitalization of this part of the community and accommodate its growth. The Old Town Plan graphic illustrates potential locations for municipal parking lots that would serve the range of different public and private sector developments in the Old Town vicinity.





TOWN OF ELIZABETH

POLICE DEPARTMENT
MELVIN BERGHANN, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

10/02/2022 to 10/15/2022



ELIZABETH POLICE DEPARTMENT'S MISSION STATEMENT:

“To provide a leadership role in creating an atmosphere of safety and community pride in the Town of Elizabeth by providing quality law enforcement services which utilize innovative approaches to address community needs.”

The following is an informational breakdown of EPD police activity from 10/02/2022 at 12:01 a.m. to 10/15/2022 at 11:59 p.m. This information is compiled from our Records Management System (RMS), identified as New World (NW), as well as Douglas County Regional Dispatch (DRDC) records.

All suspects/defendants are presumed innocent until proven guilty in a Court of Law.

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Elizabeth Police Department Activity Statistics Report

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Total Calls for Service:

322

Traffic Stops:

Total Stops:	Penalty Assessments:	Written Warnings:	Verbal Warnings:	Assisting Other Agencies
84	37	9	14	24

Parking Violations:

Total Parking Violations:	Parking Citations:	Parking Written Warnings:	Parking Verbal Warnings:
1	1	0	0

Other Calls for Service:

Call Type:	Number of Calls:
911	1
Animal Barking	1
Animal Complaint	3
Assist to Fire Department	1
Assist to Other Agency	2
Attempt to Contact	2
Business Check	9
Burglary	1
Citizen Assist	4
Citizen Contact	4
Criminal Mischief	1
Disturbance	2



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Drug Offense	1
Follow Up	14
Found Property	2
Harassment	1
Increased Patrol	104
Informational Report	7
Livestock Complaint	3
Medical Assist	3
Mental Health Hold	1
Motorist Assist	2
Municipal Ordinance Violation	5
Motor Vehicle Accident with Injuries	1
Motor Vehicle Accident Property Damage	1
Motor Vehicle Accident with Hazards	1
Park Check	1
Parking Complaint	1
Report Every Drunk Driver Immediately	5
Restraining Order Violation	2
School Education	28
Sex Offense	2
Suspicious Circumstance	4
Suspicious Vehicle	5
Theft	2
Traffic Complaint	2
Traffic Hazard	4
Traffic Stop	84
Unwanted Subject	1
VIN Verify	1
Warrant Pickup	1
Welfare Check	2



TOWN OF ELIZABETH

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Elizabeth Police Department Activity Statistics Report

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Open and Active Investigations:

Case/Incident Number:	Call Type:	Details:
22-5941	Child Abuse	Investigation of a child abuse. DHS has been notified.
22-6428	Harassment	Investigation of a harassment that occurred at a local school.
22-6597	Burglary	Investigation of a Burglary into a storage facility.

Please note that limited information regarding open investigations is available. This is to protect the integrity of the investigations.

Closed Case/Incident Reports:

Case/Incident Number:	Call Type:	Details:
22-6091	Child Abuse	EPD responded to a child abuse. After investigation, there was insufficient evidence to proceed with charges.
22-6400	Vape	Two (2) students at a local school were found to be in possession of a vape pen. Both students were referred to the 2 nd chance program, as this was their 1 st offense.
22-6544	Welfare Check	EPD received a report from a local school that a student had missed several weeks of class. After investigation, the student resided in Elbert County's jurisdiction. ECSO responded and checked the student's welfare.
22-6385	Criminal Mischief	A sign was damaged at a Town park. The suspects were not identified.



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22-3061	Harassment	EPD closed an investigation on several juveniles firing an "Orbez" toy gun at a local business. The suspect(s) were unable to be identified.
22-5712	Child Abuse	EPD responded to a physical child abuse at a local residence. After investigation, there was probable cause that a crime had occurred, and an arrest warrant was applied for.
22-4713	Fraud	EPD responded to a fraud that occurred by check. After investigation, the suspect was unable to be identified.
22-6659	Informational Report	EPD received information concerning a student at a local school. The student resided in Elbert County's jurisdiction. They responded and checked the student's welfare.
22-6651	Disturbance	EPD responded to a family disturbance between a stepfather and stepson. No crime occurred.
22-6217	Municipal Ordinance Violation-Weeds	EPD Community Services responded to a residence on report of overgrown weeds. The owner of the property came into compliance.
22-6211	Child Abuse	EPD responded to a residence on report of a physical child abuse. After investigation, there was probable cause that a crime had occurred. The suspect was issued a county summons for a criminal violation.
22-6505	Motor Vehicle Accident	EPD responded to a two-vehicle crash. After investigation, the at fault driver was issued a municipal summons.
22-6301	Civil	EPD responded to a report of a theft within Town. After investigation, the matter was deemed to be a civil issue.
22-6601	Traffic Stop	An EPD Officer pulled over a motorist for a traffic offense. Upon investigation, it was determined the driver did not have a valid license.
22-6572	Sex Offense	EPD responded to a local school on report of a juvenile exposing their genitals to another juvenile. The victim did not wish to pursue charges.
22-6348	Sex Offense	EPD responded to a local school on report of a juvenile exposing themselves on a school bus. After investigation, it was determined the bus was in Elbert County's jurisdiction

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		at the time of the offense, and the case was forwarded to them.
22-6639	Citizen Assist	A teacher at a local school received a disturbing phone call. No crime occurred.
22-6662	Found Property	EPD responded to a report of an abandoned electric rental scooter. The owner was contacted.
22-6494	Vape	EPD responded to a local school on report of a student in possession of a vape. The student was referred to the 2 nd chance program, as this was their first offense.
22-6443	Domestic Violence Restraining Order Violation	EPD received a report that a suspect had violated their protection order. After investigation, there was probable cause that a crime had been committed, and an arrest warrant was applied for.
22-6591	Motor Vehicle Accident	EPD received a report that a student at a local school had been struck by a vehicle outside of school hours. The vehicle and suspect were unable to be located.
22-6599	Restraining Order Violation	EPD responded to a possible restraining order violation. After investigation, it was determined that no crime had occurred.
22-6598	Safe2Tell	EPD received an anonymous report regarding a student at a local school who had expressed both suicidal and homicidal thoughts. It was determined that the student resided in Elbert County's jurisdiction. The case was forwarded to them as the information came in outside of EPD jurisdiction.
22-6456	Assault	EPD responded to a local school on a reported assault. The suspect was issued a municipal summons for a criminal violation.
22-6621	Safe2Tell	EPD received an anonymous report regarding a student at a local school who had expressed both suicidal and homicidal thoughts. It was determined that the student resided in Elbert County's jurisdiction. The case was forwarded to them as the information came in outside of EPD jurisdiction



TOWN OF ELIZABETH

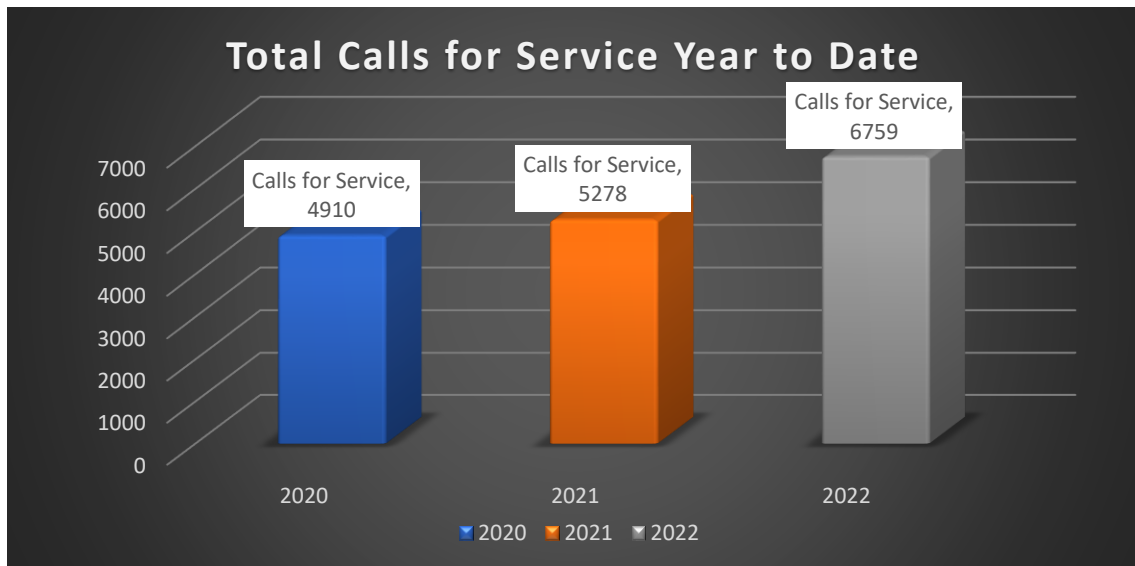
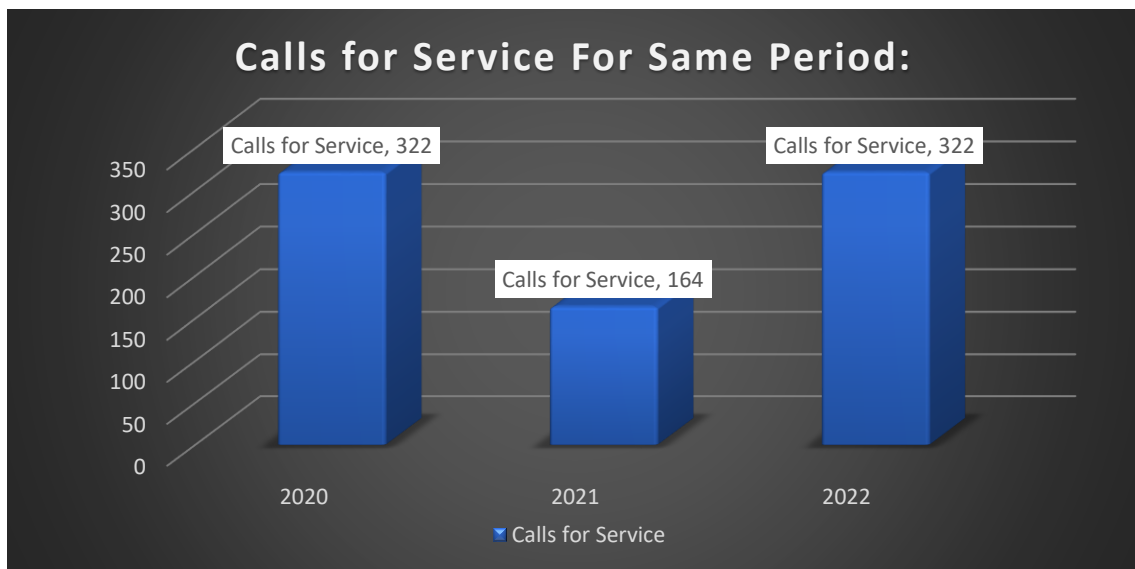
POLICE DEPARTMENT
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Elizabeth Police Department Activity Statistics Report

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10/02/2022 to 10/15/2022

Historical Data:





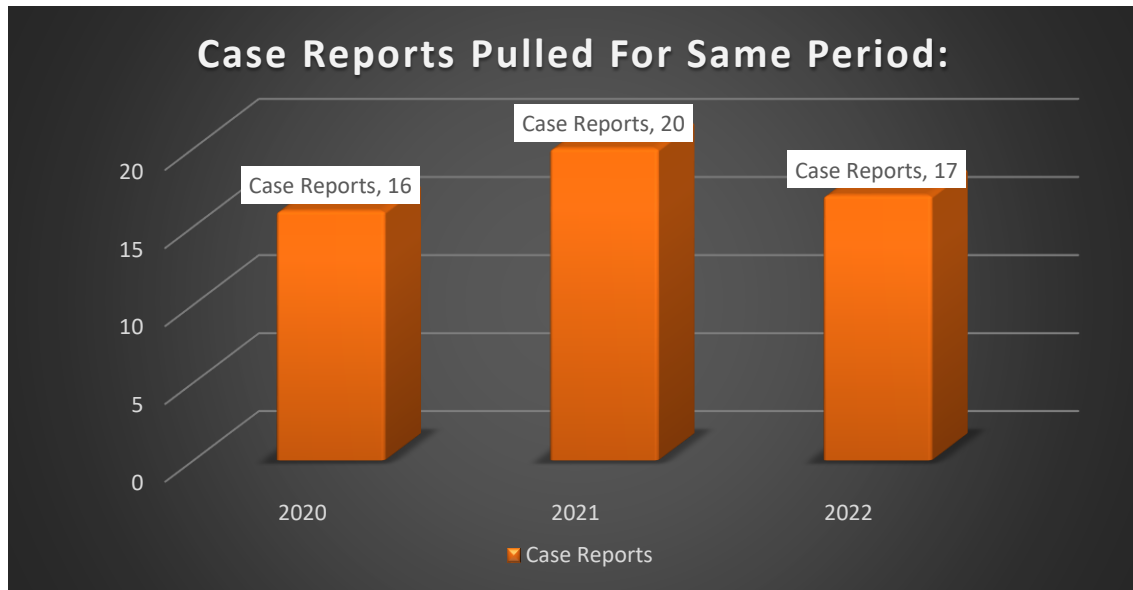
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TOWN OF ELIZABETH

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Reporting Period:

10/02/2022 to 10/15/2022

Chief of Police's Advisements:

The EPD student Academy continues to be a hit, we visited the ECSO jail and took a tour of the facility, 1st aid, CPR, medical emergency response (flight for life) and building clearing are topics also covered as of late. EPD continues to see between 36 and 40 students in attendance weekly.

The victim advocate room at the pd continues to receive updates as it transitions into a room utilized by EPD, Centennial Mental Health, DHS, Victim Advocates, and other advocacy needs as a safe place to conduct screenings and other business all while supporting the needs of victims of crimes. Most recently EPD disposed of the old 70's futon and replaced it with a more modern and efficient couch. The goal of the room is to help those that utilize it not feel the pressures of being at a police department as resources and support are sought (see attached picture).

If you have any questions, please let me know!

Respectfully,

Chief Melvin Berghahn

Chief of Police



Environmental Defense Fund's mission is to preserve the natural systems on which all life depends. Guided by science and economics, we find practical and lasting solutions to the most serious environmental problems.

Common blue (Polyommatus icarus)



Thank You --

to " all of you "

dedicated and apprec
officers & staff of our
Elizabeth Police Dep
A minute! You rest!



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THANKS

The middle summer ...

My family is so happy to live in
our small town with such a wonderful
and helpful police force.

My family is so impressed that
you went out of your way to drop
off my Grandpa's tire to get fixed.

My mom made these Pumpkin
Snickerdoodle cookies for you
all to enjoy. They are yummy!

YOUR GENEROSITY IS
OVERWHELMING!

THANK YOU SO MUCH

Thank you so much!

Kelvin Kaufman
and Bumpa John



TOWN OF ELIZABETH

TO: Honorable Mayor and Board of Trustees
FROM: Karli Pronske Student Liaison
DATE: November 12th, 2022
SUBJECT: Student Liaison Report

SUMMARY

Students begin to prepare for the end of the semester

Elizabeth High School has been booming with excitement as the end of first semester approaches. Our fall sports have all officially concluded, with several sports making it to the postseason competitions. Our EHS volleyball team made it to the Regional Competition for the second year in a row and battled hard against Evergreen and Lutheran High School. They beat Evergreen in an intense game to five sets, but unfortunately lost to the no. 4 seed in 4A, Lutheran, which ended their season with a 20-5 record. EHS Varsity football made it to the first round of playoffs, which to our excitement, took place in our home stadium. Montezuma-Cortez fought hard and managed to take the win, ending our boys' season with an 8-2 record, and the title of first in league. Piper Loeks made it all the way to state for cross country, and placed 77th in 3A with a time of 22:30. Our Lady Cards Softball team also made it to state, and won their first game against Mesa Ridge with a score of 7-2, but lost to Lutheran High School later that day, ending their season with a 22-6 overall record. Our Marching Band won the 2A Metro Regional Competition with their beautiful performance and were able to make it to state. And finally, our gymnastics team was able to bring home the state title once again, for the fourth year in a row. Not only did they win first place at the state competition, but they also finished with a final score of 182.025, which happens to be a season high score, as well as the highest in team history. With the fall sports ending, our student body is looking forward to the start of basketball and wrestling.

The fall play, "The Odd Couple", took place November 3rd through 5th, and was a huge success. The theatre program dedicated numerous hours to this performance, and it without a doubt paid off. In fact, they're already getting started on the next play.

Students are looking forward to the week off for Thanksgiving Break, and are already beginning to prepare for their final exams. It has been an incredibly successful first semester, with several students being involved in extracurricular activities and internships. They've truly been taking advantage of every opportunity EHS provides, and we're looking forward to finishing the year strong.



**PLANNING COMMISSION – RECORD OF PROCEEDINGS
OCTOBER 18, 2022**

CALL TO ORDER

The Regular Meeting of the Elizabeth Planning Commission was called to order on Tuesday, October 18, 2022, at 6:34 PM by Chair Jenny Case.

ROLL CALL

Present were Chair Jenny Case, Vice Chair Barbara McGinn, Commissioners Julie Uhernik, Greg Lindbloom, Rob Porter, and Ed Beard. There was a quorum to conduct business.

Also present were Community Development Director Pam Cherry, Planner/Project Manager Zach Higgins, Community Development Administrative Assistant Dianna Hiatt, and Town Clerk Michelle Oeser.

AGENDA CHANGES

No agenda changes from staff.

No agenda changes by the Commissioners.

UNSCHEDULED PUBLIC COMMENT

No Unscheduled Public Comment.

CONSENT AGENDA

Minutes of the Regular Meeting of October 4, 2022

Motion by Vice Chair McGinn, seconded by Ms. Uhernik, to approve the minutes from the regular meeting of October 4, 2022.

The vote of those Commissioners present was unanimously in favor. Motion carried.

NEW BUSINESS

Discussion regarding Elizabeth Municipal Code Review

- a. Define Education Institutions



Tabled to the next Planning Commission meeting.

b. Setback Tables

The Planning Commission directed staff to take their recommendations to the Board of Trustees.

c. Site Plan Requirements - Signature Block

The Planning Commission recommended approval to the Board of Trustees.

d. Site Plan Requirements - CORE Comments

The Planning Commission accepted recommended changes to go forward to the Board of Trustees as presented.

e. Downtown District Lot Coverage

Tabled to the next Planning Commission meeting.

f. Downtown District Height Requirements

Tabled to the next Planning Commission meeting.

g. Commercial Storage Containers

The Planning Commission directed staff to take their recommendations to the Board of Trustees.

h. Short Term Rentals

Tabled to the next Planning Commission meeting.

REPORTS

Staff

- Mr. Higgins provided information on the upcoming Saving Places Conference.
- Ms. Cherry reviewed her written report.

Commissioner Reports

- Member Rob Porter discussed the Main Street Streetscape project.

ADJOURNMENT

Motion by Ms. Uhernik, seconded by Mr. Lindbloom, to adjourn meeting at 8:42 p.m. The vote of those Commissioners present was unanimously in favor. Motion carried.



TOWN OF ELIZABETH

PLANNING COMMISSION

Jenny Case
Chair Jenny Case

Harmony Malakowski
Deputy Town Clerk Harmony Malakowski

