TOWN OF ELIZABETH
EXECUTIVE SESSION
Tuesday, August 27, 2024, at 6:00 PM

BOARD OF TRUSTEES REGULAR MEETING
Tuesday, August 27, 2024, at 7:00 PM
Town Hall, 151 S. Banner Street

Conferencing Access Information: This is viewing-only access.
https://us02web.zoom.us/j/81638111253?pwd=4TLMm6UWaFTv6nAwvyQDYNI5vmKumq.1
Join via phone at 1 669 900 9128 **Meeting ID:** 816 3811 1253
Meeting Passcode: 236920

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

EXECUTIVE SESSION

1. To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. 24-6-402(4)(e), regarding 889 South Elizabeth Street, located in unincorporated Elbert County, and the subject of Resolution 24R30
2. To hold a conference with the Town's Attorney to receive legal advice on specific legal questions regarding the scope of the executive session privilege, pursuant to C.R.S. 24-6-402(4)(b)

PUBLIC COMMENT

This is a meeting of the Board of Trustees held in public. We welcome you here and thank you for your time and concerns. When you are recognized, please stand and state your name and address to the Board. Your comments will be limited to 3 minutes. The Board of Trustees may not respond to your comments during this meeting, but rather take your comments and suggestions under advisement and your questions will be directed to the appropriate person or department for follow-up. Personal attacks against Board Members, Administrative Staff, or Employees will not be recognized. If a response from Staff is requested, the Mayor will direct Staff to have a response at the next regularly scheduled Board meeting.

AGENDA CHANGES

CONSENT AGENDA

3. Minutes of the Regular Meeting of August 13, 2024

PUBLIC HEARING

4. E-86 Planned Unit Development (PUD) Amendment - Patrick Davidson and Zach Higgins

NEW BUSINESS

5. Discussion and possible action regarding Ordinance 24-10, an Ordinance amending the Planned Unit Development (PUD) Zoning for the property generally known as the E-86 PUD - Patrick Davidson and Zach Higgins

PUBLIC HEARING

6. 889 South Elizabeth Street Annexation and Rezone - Patrick Davidson and Zach Higgins

NEW BUSINESS

7. Discussion and possible action on Resolution 24R35, a Resolution making certain Findings of Fact regarding the proposed annexation of parcels of land to the Town of Elizabeth, Colorado, known as the 889 South Elizabeth Street Annexation – Zach Higgins and Corey Hoffmann
8. Discussion and possible action on Ordinance 24-11, an Ordinance approving and accomplishing the annexation of a parcel of contiguous unincorporated territory known as the 889 South Elizabeth Street property in Elbert County – Zach Higgins and Corey Hoffmann
9. Discussion and possible action on Ordinance 24-12, an Ordinance zoning property newly annexed to the Town of Elizabeth to Commercial Mixed Use (CMU) District – Zach Higgins and Corey Hoffmann

RECESS

NEW BUSINESS

10. Discussion and possible direction to the Town Administrator and Chief of Police to request an investigation from an outside law enforcement agency into a possible breach of executive session privilege - Corey Hoffmann
11. Discussion and possible action on Resolution 24R36, a Resolution approving the agreement for professional services between the Town and Core Consultants, Inc. for the Construction Staking of the Mainstreet Streetscape/Widening Project – Zach Higgins
12. Discussion and Possible action on Resolution 24R37, a Resolution approving the purchase of real property located at 601 South Pine Ridge Street, Elizabeth, Colorado, for the benefit of the Town of Elizabeth - Patrick Davidson
13. Discussion and possible action on Ordinance 24-13, an Ordinance amending Chapter 10 of the Town of Elizabeth Municipal Code to permit the carrying of firearms in the Elizabeth Town Hall - Patrick Davidson

MANAGEMENT MONITORING REPORTS

14. Management Monitoring Reports

BOARD OF TRUSTEES REPORTS

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
August 13, 2024

CALL TO ORDER

The Regular Meeting of the Board of Trustees of the Town of Elizabeth was called to order on Tuesday, August 13, 2024, at 7:01 PM by Mayor Tammy Payne.

ROLL CALL

Mayor Tammy Payne, Mayor Pro Tem Linda Secrist, and Trustees Loren Einspahr, Barb McGinn, Joe Belongia, Marianne Mayer-Opl, and Michael Schroder were present. There was a quorum to do business.

Also present were Town Administrator Patrick Davidson, Town Clerk Michelle Oeser, Public Works Director Mike DeVol, Community Development Director Zach Higgins, Police Chief Jeff Engel, Assistant Public Works Director James McErnie, and Town Attorney Corey Hoffmann.

PLEDGE OF ALLEGIANCE

Mayor Payne led the Board in the Pledge of Allegiance.

PUBLIC COMMENT

Angela Ternus – Town of Elizabeth Resident.

Tracy Hutchins – Town of Elizabeth Resident.
Paul Schwartzkopf – Town of Elizabeth Resident.

AGENDA CHANGES

No agenda changes from the Administration.

No agenda changes by the Board.

Agenda set.

CONSENT AGENDA

1. Minutes of the Regular Meeting of July 23, 2024

2. Minutes of the Special Meeting of August 7, 2024

Motion by Trustee Einspahr, seconded by Trustee Belongia, to accept the Consent Agenda as presented.
The vote of those Trustees present was 7 in favor and 0 opposed. The motion passed unanimously.

NEW BUSINESS

3. Discussion and possible action on Resolution 24R31, a Resolution updating the Code of Conduct for Elected Officials to include the protection of students' personal identifying information

Mr. Davidson provided a Staff report.

Motion by Trustee Belongia, seconded by Trustee McGinn, to approve Resolution 24R31, a Resolution updating the Code of Conduct for Elected Officials to include the protection of students' personal identifying information.
The vote of those Trustees present was 7 in favor and 0 opposed. The motion passed unanimously.

4. Discussion and possible action on Resolution 24R32, a Resolution approving the Intergovernmental Agreement between the Town and the Elbert County Clerk and Recorder

Ms. Oeser provided a Staff report.

Motion by Trustee Belongia, seconded by Mayor Pro Tem Secrist, to approve Resolution 24R32, a Resolution approving the Intergovernmental Agreement between the Town and the Elbert County Clerk and Recorder.
The vote of those Trustees present was 7 in favor and 0 opposed. The motion passed unanimously.

5. Discussion and possible action on Resolution 24R33, a Resolution approving the Trade Contractor agreement with Triple M Construction, LLC for the Main Street Streetscape project in an amount not to exceed $2,915,834.00

Mr. Higgins provided a Staff report.

Motion by Trustee McGinn, seconded by Trustee Belongia, to approve Resolution 24R33, a Resolution approving the Trade Contractor agreement with Triple M Construction, LLC for the Main Street Streetscape project in an amount not to exceed $2,915,834.00.
The vote of those Trustees present was 7 in favor and 0 opposed. The motion passed unanimously.

6. Discussion and possible action on Resolution 24R34, a Resolution approving the agreement for Professional Services between the Town and Core Consultants, Inc. for the construction administration of the Main Street Streetscape/widening project

Motion by Trustee Belongia, seconded by Mayor Pro Tem Secrist, to approve Resolution 24R34, a Resolution approving the agreement for Professional Services between the Town and Core

Consultants, Inc. for the construction administration of the Main Street Streetscape/widening project.
The vote of those Trustees present was 7 in favor and 0 opposed. The motion passed unanimously.

7. Discussion and possible action on canceling the December 24, 2024, Regular Board Meeting
Ms. Oeser provided a Staff report.

Motion by Trustee Belongia, seconded by Trustee Mayer-Opl, to approve canceling the December 24, 2024, Regular Board Meeting.
The vote of those Trustees present was 7 in favor and 0 opposed. The motion passed unanimously.

MANAGEMENT REPORTS

- Town Administrator Patrick Davidson:
  - Reminder of the Public Comment Workshop on August 14, 2024.
  - The last permit for Legacy Village was issued today.
  - A volunteer is needed to present a check to the Elbert County Museum at the Friday Night Market.
  - Former Student Liaison Shaye Lovato has completed her basic training.
  - Soon the Board will be presented with a discussion on the changes in concealed weapons laws.
  - Mayor Payne asked about Legacy Village snow routes.
- Chief of Police Jeff Engel:
  - Investigation into a possible biased motivated disturbance.
  - Felony menacing occurred at the Elizabeth Cemetery.
  - Investigation into a possible armed robbery.
  - Officer Steven Herbel attended the NASRO Conference.
  - Officers Tucker and Burnley, Sgt. Bigler and Reserve Officer Frank Hurst attended the 23rd Judicial CART.
  - Officers Tucker, Lamas, Sammauro, Hunter, and Sgt. Alex Allen attended Immediate threat training.
  - Sgt. Allen, Officer Burnley, and Officer Herbel trained with the Elizabeth School District on Immediate Threat Response.
  - Officer Lamas attended the Krav Maga Instructor course.
  - Sgt. Bigler completed his first week of LPO training.
  - Trustee Mayer-Opl inquired about the homicide in Town.
  - Trustee Mayer-Opl asked about damage to a patrol vehicle.

  - Trustee Schroder asked about the active shooter training.
  - Mayor Payne inquired about when the Police Academy will be held.
- Community Development Director Zach Higgins:
  - Reminder that Friday is the last Friday Night Market for 2024.
  - Discussed the success of the Neighborhood Block Parties.
- Public Works Director Mike DeVol:
  - Street patch repair has started in Hillside Village.
  - Bandt Park sidewalk work is underway.
  - Trustee Einspahr discussed the sidewalk repair on Elm and Mobile Street.
- Town Clerk Michelle Oeser:
  - Provided a Birthday Bash/Movie Night update.
  - Discussed the Christmas Train for the Mayors Tree Lighting.
  - Gave an update on upcoming Senior Luncheons.
  - Provide an update on the Town website and email blasts.
  - Allison attended her first Clerks Institute.

BOARD OF TRUSTEE REPORTS

- Ward 3 – Trustee Mayer-Opl:
  - Discussed having a Town siren.
  - Attended the Pickle Ball Court opening at Casey Jones Park.
- Ward 3 – Trustee Belongia:
  - Attended the Senior Luncheon on Fraud.
- Ward 2 – Trustee Einspahr:
  - Working to get the word out to have candidates for Ward 2.
- Ward 1- Trustee McGinn
  - Reported comments on needed street repairs in Ward 1.
- Mayor Payne:
  - Inquired about replacing worn street signs.

MINUTES

10. Minutes of the Historic Advisory Board Regular Meeting of July 1, 2024

11. Minutes of the Planning Commission Regular Meeting of July 2, 2024

EXECUTIVE SESSION

Motion by Mayor Payne, seconded by Trustee Einspahr, to adjourn the Regular Meeting at 8:00 PM and enter into an Executive Session to determine positions relative to matters that may be

subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. 24-6-402(4)(e), regarding 889 South Elizabeth Street, located in unincorporated Elbert County, and the subject of Resolution 24R30, and to consider the purchase, acquisition, lease, transfer, or sale of real, personal, or other property, pursuant to C.R.S. 24-6-402(4)(a) regarding possible site location(s) for the Elizabeth Community and Senior Activity Center.
The vote of those Trustees present was unanimously in favor. Motion carried.

Motion by Mayor Payne, seconded by Trustee Belongia, to adjourn the Executive Session and return to the Regular Meeting at 9:27 p.m.
The vote of those Trustees present was unanimously in favor. Motion carried.

ADJOURNMENT

Motion by Trustee Belongia, seconded by Trustee Einspahr, to adjourn the meeting at 9:27 PM.
The vote of those Trustees present was unanimously in favor. Motion carried.

_____ _____

Mayor Tammy Payne Town Clerk Michelle Oeser

TO: Honorable Mayor, Mayor Pro Tem, and Members of the Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: August 27, 2024
SUBJECT: Zoning Change Application for Elizabeth 86/Legacy Village PUD

BACKGROUND

In 2018, the Board of Trustees approved the Elizabeth 86/Legacy Village Planned Unit Development (PUD). This PUD contains one, 5.2-acre parcel, located at the southwest corner of Highway 86 and Hinds Street in Elizabeth. The tract is zoned Commercial Mixed Use (CMU) and the owner has sought to rezone it as Regional Commercial (RC). The referral agencies provided no objections and Staff recommended approval without limitation.

The Commission voted against the amendment [0 in favor, 5 opposed] for reasons discussed herein. During the course of deliberations, positions and comments were made outside of the requirements for rezoning, which may reasonably be viewed as prejudicial to the applicant. The purpose of this memorandum is to identify Staff's concerns and provide a more developed analysis for the Board of Trustees prior to action.

ANALYSIS

The Elizabeth Municipal Code (EMC) provides the specific criteria to be applied to a zoning amendment. Section 16-1-240(f) states:

f: Approval considerations. The Planning Commission and the Board of Trustees, in review of rezoning requests, shall consider the following factors:

1. A need exists for such proposal.
2. The particular parcel of ground is indeed the correct site for the proposed development.
3. There has been an error in the original zoning; OR
4. There have been significant changes in the areas to warrant a zoning change.
5. Adequate circulation exists, and traffic movement would not be impeded by development; AND
6. Additional municipal service costs will not be incurred, which the Town is not prepared to meet.
7. There are minimal environmental impacts or impacts that can be mitigated.
8. The proposal is consistent with the Town Master Plan maps, goals and policies.
9. There is adequate waste and sewage disposal, water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the proposed use.

See, Elizabeth Municipal Code §16-1-240(f). [Emphasis added for clarity].

The process of rezoning is quasi-judicial in nature, as it applies to a specific individual, applicant, or property owner, rather than broader based policy. The Planning Commission is constrained and confined to applying §16-1-240(f) to the specific facts and factors placed before them. As this matter is referred to by the Board of Trustees, the Board is then bound to ensure that the decisions of the Planning Commission were not arbitrary, capricious, an abuse of discretion, or motivated by other factors.

During the Planning Commission's deliberations, matters were discussed that may be viewed as outside the scope of Municipal Code §16-1-240(f). Specific concerns include:

Inferences to Disconnection [De-annexation]. The Commission discussed whether the applicant could disconnect from the Town should the amendment not be approved. The Commission discussed the disconnection of Elizabeth West and its relationship to the applicant. The development issues are unrelated and is not a factor for consideration under §16-1-240(f).

Advising the Applicant to Build Elsewhere. The applicant requires a zoning change to allow for emergency services at a medical office and the sale of fuel at the convenience store to be located at this site. The Commission suggested the business plans be modified to alleviate any zoning questions. The Commission proposed other locations outside of the Town of Elizabeth for these businesses. This is not a factor for consideration under §16-1-240(f).

Demand for Building Plans Before Approval. The Planning Commission required the applicant to provide specific site plans and/or building plans prior to the approval of the zoning change. This requirement is outside the requirements of §16-1-240(f).

Environmental Concerns. The Planning Commission discussed subjective concerns that may exist with having a fuel station in relative proximity to Gold Creek. While §16-1-240(f)(7) does address environmental concerns, the rezoning in and of itself does not pose any environmental challenges.

Delays in Development. The Commission discussed concerns with "delays in the development" between the 2018 approval of the PUD and the application for the zoning amendment. There are no predetermined timelines in which a zoning amendment may take place. Additionally, §16-1-240(f)(3) and (4) discuss "significant changes in the area" as sufficient to potentially warrant a zoning amendment. Such language would indicate delays may form the actual basis for zoning amendments. Regardless, the timing of an amendment, in and of itself, is not a basis for a denial under EMC §16-1-240(f)(4).

Prejudgment of Authorized Uses. During the discussions, the Planning Commission stated that certain types of development would be "voted down" in the future. While acting in its quasi-judicial capacity, the Commission cannot propose in advance what may or may not be allowed in the Town of Elizabeth.

Subjective Assessment of the Town's Needs. The Commission discussed whether there was a need for a convenience store and medical facility in Elizabeth. The Commission's subjective analysis of the Town's needs is not a factor under EMC §16-1-240(f).

Adjacent Development of Convenience Store [Gas Station] Next to Medical Clinic. Another topic of discussion, which appears to have perhaps had an impact on the vote, was how development occurs in other locations. Error could be assigned to discussions of what has been subjectively viewed in other communities and how it could be interpreted for the Town of Elizabeth.

Discussion of Other Potential Medical Developments. Members of the Planning Commission referenced property located at the corner of HWY86 and CR17. The analysis of other locations for development is beyond the scope of EMC §16-1-240(f) and as such the decision process appears to have taken irrelevant information into consideration to the potential detriment of the applicant.

***Ex Parte* Contacts**. Lastly, it is unclear if members of the Commission had conversations *with members of the community* regarding the application. In its quasi-judicial role, the individual members of the Commission are to rely solely on the information presented to them and the Elizabeth Municipal Code in reaching a decision. To the extent *any* discussions were held outside of this specific meeting, those matters should have been disclosed.

STAFF RECOMMENDATION

As the initial requirements of §16-1-240(f) are believed to have been met by the applicant, Community Development Staff would recommend that the zoning change be approved as stated. Any concerns previously raised by the Planning Commission were either premature or in error.

STAFF REPORT

PUD Amendment Application

Elizabeth 86/Legacy Village PUD

Applicant: E86 JV

Location: Southwest corner of Highway 86 and Hinds Street (Exhibit A)

Exhibit A Elizabeth 86 – PUD Zoning Document

Exhibit B Elizabeth 86 – PUD Guide

Exhibit C Applicant's Submittal Documents

Exhibit D Referral Agency Complied Comments

Exhibit E Public Notice

Applicant Request

The Applicant, E86 JV, represented by Jim Marshall, requests the Board of Trustees approve an amendment to the Elizabeth 86/Legacy Village Planned Unit Development (PUD). The amendment primarily involves the conversion of Planning Area 1 (PA-1) from Commercial Mixed-Use (CMU) to Regional Commercial (RC), along with updates to Section III - Land Use Regulations of the PUD Guide to reflect this change. PA-1 is a 5.2-acre parcel located at the southwest corner of Highway 86 and Hinds Street in the Town of Elizabeth, CO.

Proposal Summary:

The Applicant proposes to amend the Elizabeth 86/Legacy Village Planned Unit Development (PUD) plan and guide. The Elizabeth 86/Legacy Village development consists of approximately 98.5 acres, with the proposed amendment specifically affecting Planning Area 1 (PA-1), which comprises 5.2 acres fronting Highway 86. The proposal seeks to change the designation of PA-1 from Commercial Mixed Use (CMU) to Regional Commercial (RC). This change will be reflected in updates to both the Planned Unit Development Plan and Guide. Specifically, Section III of the PUD Guide, Land Use Regulations, will be revised to incorporate the RC land use regulations for PA-1, replacing the current CMU regulations. This includes an

intent statement, lists of uses permitted by right and by special review, accessory uses and building regulations, and development standards. The Land Use Chart under subsection E will also be updated, notably indicating an allowed 50% of impervious surface, which translates to a proposed maximum density of 113,256 square feet. The land use regulations as indicated in the Elizabeth 86/Legacy Village PUD Guide all closely align with the regulations in Chapter 16, Article I of the Elizabeth Municipal Code. The change to Regional Commercial (RC) is proposed to allow for future development that aims to meet current market demands for commercial and retail uses along the Highway 86 corridor. The proposal aligns with the Town's 2019 Comprehensive Plan, which identifies this area for retail/commercial development.

Background:

The Elizabeth 86/Legacy Village Planned Unit Development (PUD) was approved in 2018 under Ordinance 18-10. The development encompasses approximately 98 acres and includes a total of 383 approved residential units, of which approximately 90% have been constructed. The PUD includes 30.7 acres dedicated to parks and open space.

The only portion of the PUD designated for commercial development is Planning Area 1 (PA-1), which is the subject of this proposed amendment. PA-1 comprises 5.2 acres located at the southwest corner of Highway 86 and Hinds Street. Currently, the Planned Unit Development Plan identifies this area as zoned for Commercial Mixed Use (CMU).

It's important to note that when establishing the zoning districts and land use regulations for the various planning areas within the PUD, consideration was given to align closely with Chapter 16, Article I of the Elizabeth Municipal Code.

Surrounding Land Uses:

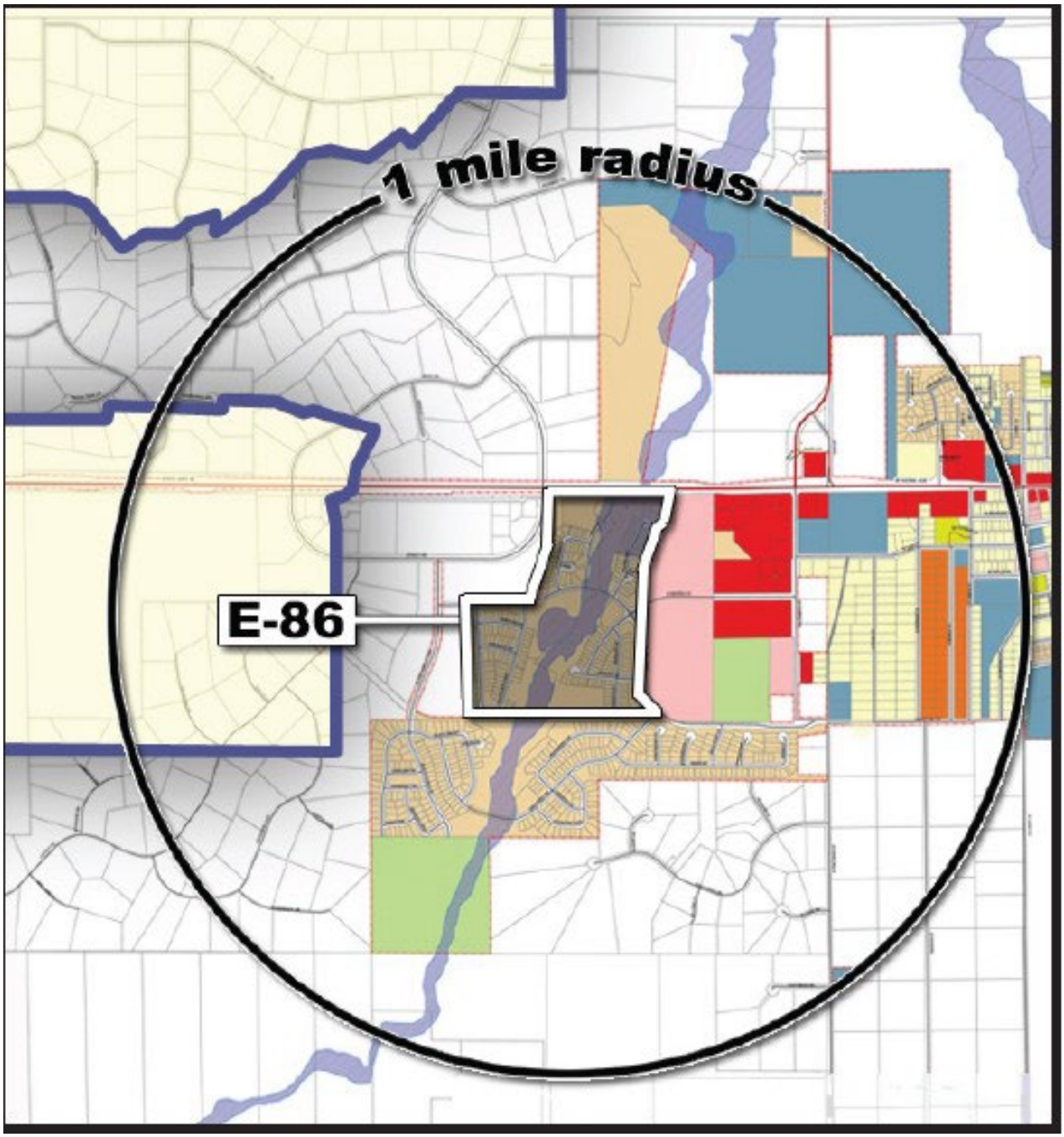
North: North side of Hwy 86 – vacant land in unincorporated Elbert County, agricultural land in Town

South: Single-Family Residential

East: Vacant Land

West: Vacant Land

General Project Location



GOLD CREEK COMMONS
WALMART
OPEN SPACE
REGIONAL COMMERCIAL
PA-1
CMU - 5.2 ac.
Existing Buildings to be removed
PA-3
OS/FLD
5.0 ac.
PA-4
OS/POND - 1.0 ac.
PA-5
SF - 9.4 ac.
PA-7
SF - 6.9 ac.
PA-8
OS/POND
1.5 ac.
PA-9
SF - 16.1 ac.
PA-10
5.0 acres
Conservation Easement
PA-12
OS/FLD
9.1 ac.
PA-13
PK/OS/POND
7.3 ac.
PA-14
SF - 21.4 ac.
OS/POND
ROW - 0.7 ac.
ROW - 1,875 sq.ft.
ROW - 1.9 ac.
ROW - 0.4 ac.
100 YEAR FLD
Regional Trail
Gold Creek
Gold Creek Pedestrian Crossing
Right-in Right-out
3/4 Movement
OS/POND - 1.0 ac.
Beverly Street
Darby Street
SHAWLZ
WILD POINTE RC
LEGACY CIR.
LLR

Approval Criteria:

Section 16-1-240 (f) of the EMC includes criteria for the Board of Trustees to consider in rendering a final decision on the proposal. The criteria are as follows:

1. A need exists for the proposal;

2. The particular parcel of ground is indeed the correct site for the proposed development;

3. There has been an error in the original zoning; or

4. There have been significant changes in the area to warrant a zone change;

5. Adequate circulation exists and traffic movement would not be impeded by development; and

6. Additional municipal service costs will not be incurred which the Town is not prepared to meet.

7. There are minimal environmental impacts or impacts can be mitigated.

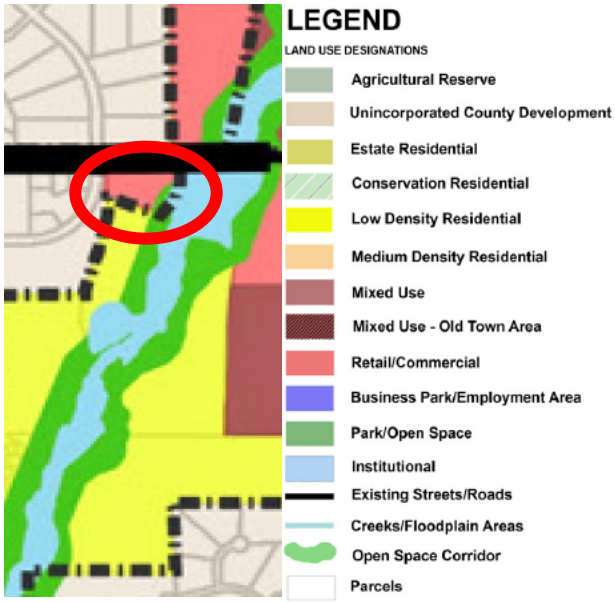
8. The proposal is consistent with the Town Master Plan maps, goals and policies.

9. There is adequate waste and sewage disposal, water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the proposed land use.

Case Analysis:

Staff finds that the proposal displays conformance with the applicable provisions of the EMC and the Elizabeth Comprehensive Plan:

Elizabeth Municipal Code (EMC): The rezoning process requires Community Development staff to review and refer the application to various agencies for comments and responses within a 25-day time frame. No objections were raised to the rezoning.



Comprehensive Plan: The Town's Future Land Use map (included in the Comprehensive Plan) indicates retail/commercial land uses on the property. The proposed RC zoning district would allow for more of a variety of commercial uses than those indicated in the CMU zoning district. The proposed amendment for this location continues to support all five goals outlined in the Future Land Use and Development chapter of the Comprehensive Plan.

Neighborhood Meeting:

A neighborhood meeting was held at Town Hall on Monday April 15th, 2024. There were no attendees from the public. The applicant met Elizabeth Municipal Code requirement 16-1-240(b)(2).

Findings and Staff Recommendation:

The amendment to the Elizabeth 86/Legacy Villages PUD application has been reviewed and approved by the development review team and staff in accordance with Chapter 16 of the EMC.

Findings:

1. A need exists for the proposal; **The rezoning from CMU to RC addresses a current market demand for expanded commercial opportunities along the Highway 86 corridor.**
2. The particular parcel of ground is indeed the correct site for the proposed development; **PA-1's location at the intersection of Highway 86 and Hinds Street makes it well-suited for regional commercial development.**
3. There has been an error in the original zoning; **No evidence suggests an error in the original zoning. This amendment is based on changing market conditions rather than a correction.**

4. There have been significant changes in the area to warrant a zone change; **The ongoing development of the surrounding area and increased traffic along Highway 86 support the proposed change to RC zoning.**
5. Adequate circulation exists and traffic movement would not be impeded by development; **While the rezoning is expected to increase traffic, future development applications will require updated traffic impact studies to ensure adequate circulation.**
6. Additional municipal service costs will not be incurred which the Town is not prepared to meet. **The proposed RC zoning is not anticipated to incur additional municipal service costs beyond what the Town is prepared to meet.**
7. There are minimal environmental impacts or impacts can be mitigated. **The site has been previously planned for development, and no significant new environmental impacts are anticipated. Any potential impacts will be addressed during the site plan review process.**
8. The proposal is consistent with the Town Master Plan maps, goals and policies. **The proposal aligns with the 2019 Comprehensive Plan, which identifies this area for retail/commercial development.**
9. There is adequate waste and sewage disposal, water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the proposed land use. **Existing infrastructure planning for the PUD includes provisions for waste, sewage disposal, water, and other necessary services.**

Staff Recommendation:

Based on the analysis above, staff finds that the proposed amendment to the Elizabeth 86/Legacy Village Planned Unit Development (PUD) meets the criteria for a PUD amendment as set forth in Chapter 16 of the Elizabeth Municipal Code. The amendment is consistent with the Town's Comprehensive Plan and aligns with the development goals for the area. Staff recommends the Board of Trustees approve Ordinance 24-10 with no further conditions.

Planning Commission Recommendation:

The Planning Commission reviewed this application at their meeting on August 6th, 2024, and recommended denial of 5-0. During the public hearing, concerns were brought up by some Planning Commissioners about the proximity of the single-family residences and the creek to the property under consideration.

‘

ATTACHMENT(S)

Ordinance 24-10

Exhibit A

Exhibit B

Exhibit C

Exhibit D

Exhibit E

ORDINANCE 24-10

AN ORDINANCE AMENDING THE PLANNED UNIT DEVELOPMENT (PUD) ZONING FOR THE PROPERTY GENERALLY KNOWN AS THE E-86 PUD

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 by amending the existing Planned Unit Development (PUD) zoning known as the E-86 PUD for the property more particularly described in **Exhibit A,** attached hereto and incorporated herein by this reference (the "Property").

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 Sections 16-1-190 and 16-1-240 by amending the E-86 PUD as set forth in the revised Development Guide and Zoning Map.

Section 2. The Property identified in **Exhibit A** is hereby rezoned to reflect the amendments to the E-86 PUD according to the amended Development Guide attached as **Exhibit B**, and incorporated herein by this reference**.**

Section 3. The Zoning Ordinance and Zoning Map are hereby amended to conform with the zoning change for the Property.

Section 4. 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 5. 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 6. 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 _____, 2024.

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

_____
Tammy Payne, Mayor

ATTEST

_____
Michelle M. Oeser, Town Clerk

EXHIBIT A

Elizabeth 86 - PUD Zoning Document

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ELBERT COUNTY, COLORADO

INDEX

Cover Sheet / Legal Description / Introduction	1
Existing Conditions / Surrounding Area	2
Zoning Exhibit	3-4
Trail and Open Space	5
Relationship to Town Code / Master Plan	6-7
Engineering Drawings	8

LEGAL PROPERTY DESCRIPTION

A parcel of land located in the north half of section 13, township 8 south, range 65 west of the sixth principal meridian, Elbert County, Colorado, being more particularly described as follows:

Beginning at the center quarter corner of said section 13;
Thence north 89° 21' 12" west, along the south line of the northwest quarter of said section 13, a distance of 1504.30 Feet to the southeast corner of Tract P as described in Wild Pointe final plat recorded under reception number 436639, Elbert County public records;

Thence along the east boundary of said wild pointe final plat the following six (6) courses:
1. North 02° 30' 50" west, a distance of 1323.25 Feet to a point;
2. North 89° 16' 42" east, a distance of 839.07 Feet to a point;
3. North 05° 41' 30" west, a distance of 35.33 Feet to a point;
4. North 17° 19' 43" east, a distance of 412.93 Feet to a point;
5. North 12° 35' 08" east, a distance of 352.18 Feet to a point;
6. North 00° 00' 00" east, a distance of 487.29 Feet to a point on the south right-of-way line of state highway 86;

Thence along the said south right-of-way line the following seven (7) courses:
1. South 89° 13' 08" east, a distance of 549.76 Feet to a point;
2. North 20° 54' 28" east, a distance of 12.62 Feet to a point;
3. North 89° 55' 23" east, a distance of 108.37 Feet to a point;
4. South 82° 46' 59" east, a distance of 301.53 Feet to a point;
5. South 89° 21' 17" east, a distance of 99.70 Feet to a point;
6. North 84° 24' 43" east, a distance of 58.58 Feet to a point;
7. South 89° 16' 50" east, a distance of 263.62 Feet to the northwest corner of that parcel of land recorded under reception number 467142, Elbert County records;

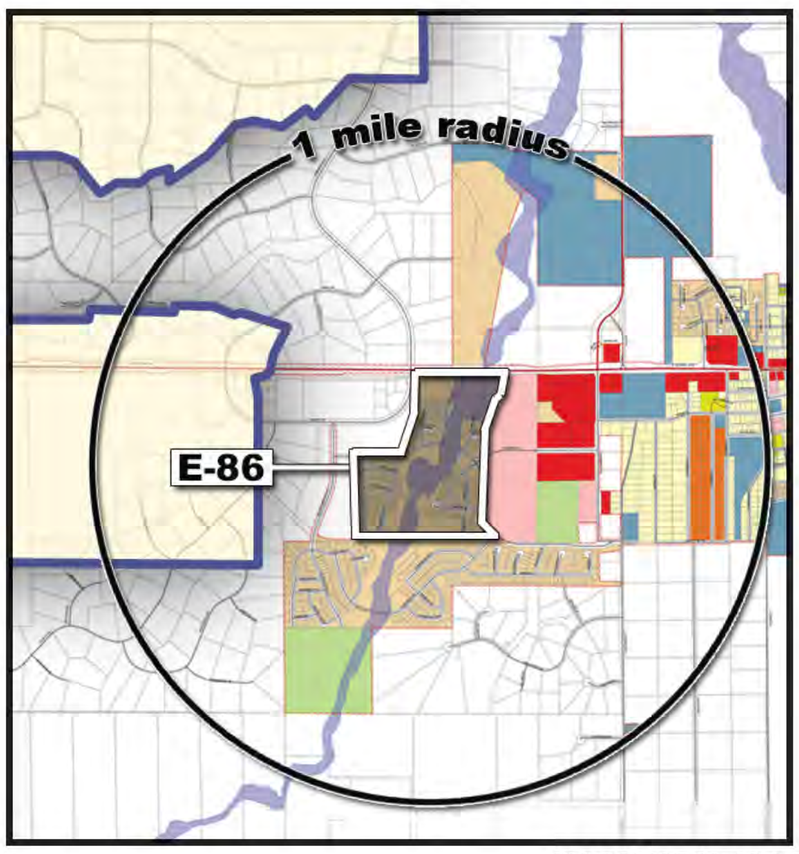
Thence along the west boundary of said parcel of land the following six (6) courses:
1. South 11° 51' 39" west, a distance of 381.82 Feet to a point;
2. South 84° 18' 48" west, a distance of 87.35 Feet to a point;
3. South 11° 52' 24" west, a distance of 241.82 Feet to a point;
4. South 30° 27' 22" west, a distance of 87.50 Feet to a point;
5. South 06° 31' 51" west, a distance of 845.46 Feet to a point;
6. South 00° 49' 48" west, a distance of 1047.94 Feet to a point

On the south line of the west half of the northeast quarter (w1/2, ne 1/4) of said section 13;

Thence north 89° 28' 13" west along said south line, a distance of 485.48 Feet to the point of beginning.

Containing 98.516 Acres, more or less.

Bearings are based on the north line of the northeast quarter of section 13, township 8 south, range 65 west, of the 6th P.M.; Bearing south 89° 16' 50" east between a found 3-1/4" aluminum cap in a range box, "Colo Dept of Transportation" at the northwest corner of said northeast quarter and a found 3-1/4" aluminum cap in a range box, "Colo Dept of Transportation; 2001" at the northeast corner of said northeast quarter.



VICINITY MAP

PROJECT TEAM

Development Representative - E86 J.V., LLC
PO Box 4701
Englewood, Colorado 80155
attn: Jim Marshall - (303) 507-6651
jim@mglinvestments.com

Land Planning - PCS Group, Inc.
200 Kalamath Street
Denver, Colorado 80223
attn: John Prestwich - (720) 259-8246
john@pcsgroupco.com

Civil Engineering - Westwood
10333 E. Dry Creek Road, Suite 400
Englewood, Colorado 80112
attn: Sarah Kolz - (720) 249-3557
sarah.kolz@westwoodps.com

Traffic Engineering - LSC Transportation Consultants, Inc.
1889 York Street
Denver, Colorado 80206
attn: Christopher McGranahan
- (303) 333-1105
csmcgranahan@lsctrans.com

CONCEPTUAL NARRATIVE

This proposed amendment to the currently approved PUD is simply to propose to change the CMU (Commercial Mixed Use) area, to RC (Regional Commercial). This is consistent with the majority of the zoning for commercial uses that have frontage along Highway 86.

The information presented in the accompanying package will demonstrate that the Elizabeth-86 Community will:

1
- Provide a mix of land uses and connectivity consistent with the Town of Elizabeth Master Plan policies;
- Provide a substantial community amenity in the form a substantial amount of open space, including a proposed regional trail along Gold Creek that will connect to the proposed trail in Ritoro, as well as continue to Elizabeth - 86's northern property line where it could eventually continue through the Gold Creek Common property;
- Promote the implementation of the Town of Elizabeth Master Plan and Street Master Plan;
- Preserve substantial open space of regional value including the length of Gold Creek through the property, with access to the existing fishing pond; and
- Provide complimentary commercial/retail/office uses to the Wild Pointe Walmart retail center. These uses will provide a significant tax base for the Town of Elizabeth.

The Elizabeth - 86 Community will contain a mix of uses and tax base generation through the incorporation of a mix of commercial, retail, and office uses adjacent to Hwy-86. It is anticipated that this commercial zoning will provide much needed neighborhood commercial type uses for both the Town of Elizabeth, and surrounding neighborhoods.

Further, the Elizabeth - 86 Community will provide a uniquely themed master planned community and, as proposed will provide a logical transition to the surrounding land uses. We believe that this plan will provide a mix of housing types not currently in abundance in the Town of Elizabeth.

Open areas in the form of passive and active open space, pond areas, floodplain, regional trail corridors, and a conservation easement area comprise over 30 acres of the property, or 31% of the project.

PROJECT SITE BACKGROUND

The Elizabeth - 86 Preliminary Planned Development Plan provides land use regulations and standards for the design and development of the Community comprising approximately 98.5 acres. The Community is generally situated south of Hwy 86, east of Wild Pointe, west of the existing Safeway and Big R retail area, and north of Ritoro. Elizabeth - 86 will take access from Hwy-86 at two locations, one on the west side of Gold Creek, and one on the east side. The western access location will be a 3/4 movement which will allow a left turn in heading westbound on Hwy-86. The eastern access will be limited to a right-in right-out only movement. Additionally, the Elizabeth - 86 project proposes a major collector road running approximately east-west through the property that is consistent with the Town of Elizabeth Street Master Plan, and major collector spurs that run south ultimately connecting to the Ritoro project, as well as a spur that connects west to Ritoro Parkway.

ZONING

A portion of the property adjacent to Hwy-86 is currently being used for agricultural purposes. The property is currently in Elbert County, and as part of this zoning effort the property will be annexed to the Town of Elizabeth.

The uses proposed for the project are consistent with the Town of Elizabeth Master Plan and consist of a mix of residential; commercial; retail; office; as well as park and open space uses. At the Master Plan level, PUD zoning will be utilized to define parcels and their associated uses. Allowable densities are defined for each parcel within the land use chart in the PUD Guide. Units not constructed within any given parcels can be transferred into other land use parcels in support of mixed use strategies. There are no minimum unit requirements on a given parcel. In no event shall the maximum unit count of 383 units be exceeded at Elizabeth - 86 without an amendment of the PUD and supporting documentation.

GENERAL PROVISIONS

A. Conformance

Development of this planned community shall conform to all restrictions, regulations and procedures adopted by Ordinance by the Town of Elizabeth, at the time of platting and building permit application, except as expressly provided otherwise in this Planned Unit Development Plan (PUD), together with the provisions contained within any Annexation Contract (as to the real property described within any said contract).

The provisions of this PUD shall prevail and govern the development of this planned community, except where the provisions of the PUD do not clearly address a specific subject. For subjects not addressed herein, the appropriate jurisdictional regulations and codes shall take precedence, and the most restrictive standards shall apply.

B. Effect of the Town of Elizabeth Zoning Ordinance

The provisions of this PUD shall prevail and govern the development of Elizabeth 86 provided; however, where the provisions of the PUD do not address a specific subject, the provisions of the Town of Elizabeth Zoning Ordinance or any other applicable ordinances, resolutions or regulations of the Town of Elizabeth shall prevail.

C. Land Use Parcel Boundaries

Parcel boundaries are shown on the PUD, and are generally determined by their relationship to roads, open space and adjacent land uses. Modifications in Land Use Parcel boundaries and streets are permitted and will occur with planning and engineering refinement. Final parcel boundaries and road alignments shall be determined and shown on a Final PD, Site Plan or Plat, without any amendment to the PUD being required; provided the changes in the Land Use Parcel area do not exceed 10 percent of the defined parcel.

D. Construction Standards

Construction shall comply with applicable provisions of the Uniform Building and Mechanical Code, the National Electrical Code, the Colorado Plumbing Code, and other such Codes and the successors thereof, setting for the construction standards as promulgated by the International Conference of Building Officials or other standards-establishing bodies, as are adopted by the Town of Elizabeth.

All future build out shall meet all applicable Town of Elizabeth Codes, Ordinances, Resolutions, Design Criteria, etc. It is also hereby understood that all future build out is subject to additional future Town of Elizabeth reviews and comments prior to final approval and/ or acceptance.

E. Underground Utility Requirements

All new electrical and communications distribution lines shall be placed underground. All new transmission lines shall be underground unless same cannot be accomplished by direct burial.

F. Soil Tests

Soil tests for building sites shall be provided at the time of building permit application for the purpose of establishing engineering criteria for building foundation design.

G. Homeowner Associations

Homeowner Associations (HOAs) composed of property owners in residential areas may be created for the following purposes: a) to provide for the continued development, improvement and maintenance of properties and facilities which it owns or administers, and b) to protect the investment, enhance the value, and control the use of property owned by its members.

H. Metropolitan Districts

The District is a quasi-governmental agency, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or its Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan, the Municipal Code, or the Intergovernmental Agreement. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of District Improvements.

The District is also being created to provide ongoing operations and maintenance services as specifically set forth in its Service Plan and as may be stated in any applicable Intergovernmental Agreement.

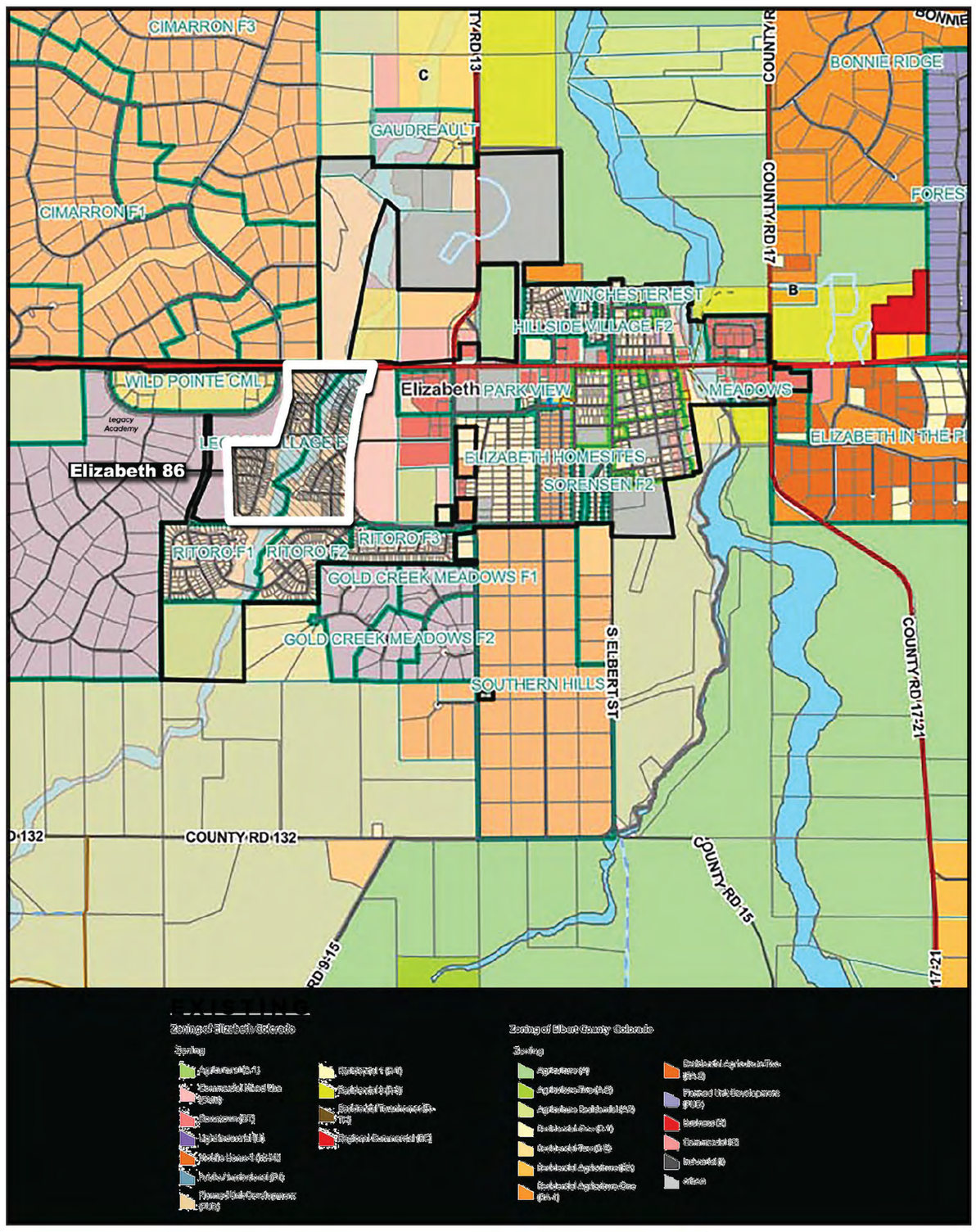
Land Planner
pcs group
Engineer
Westwood

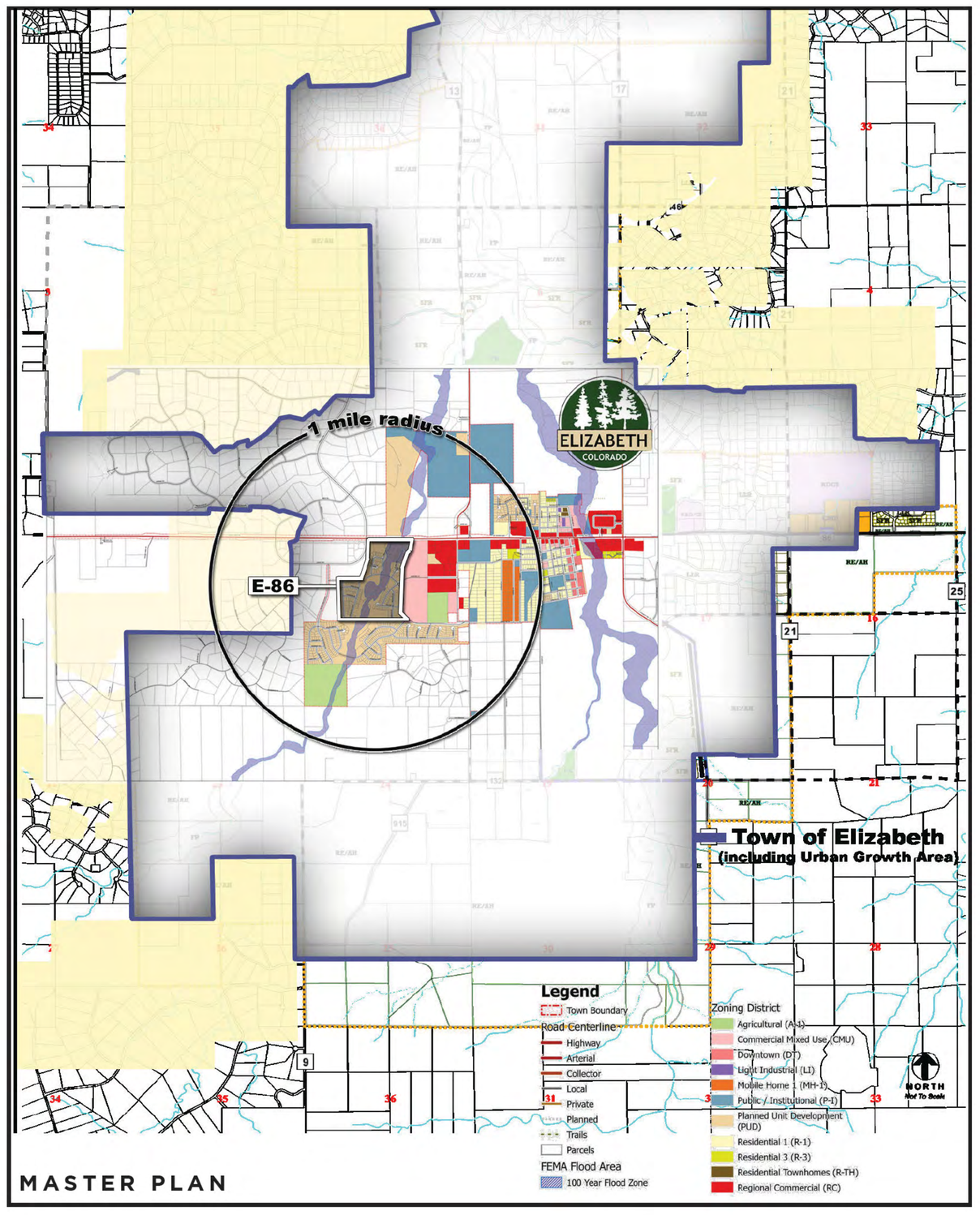
Elizabeth 86

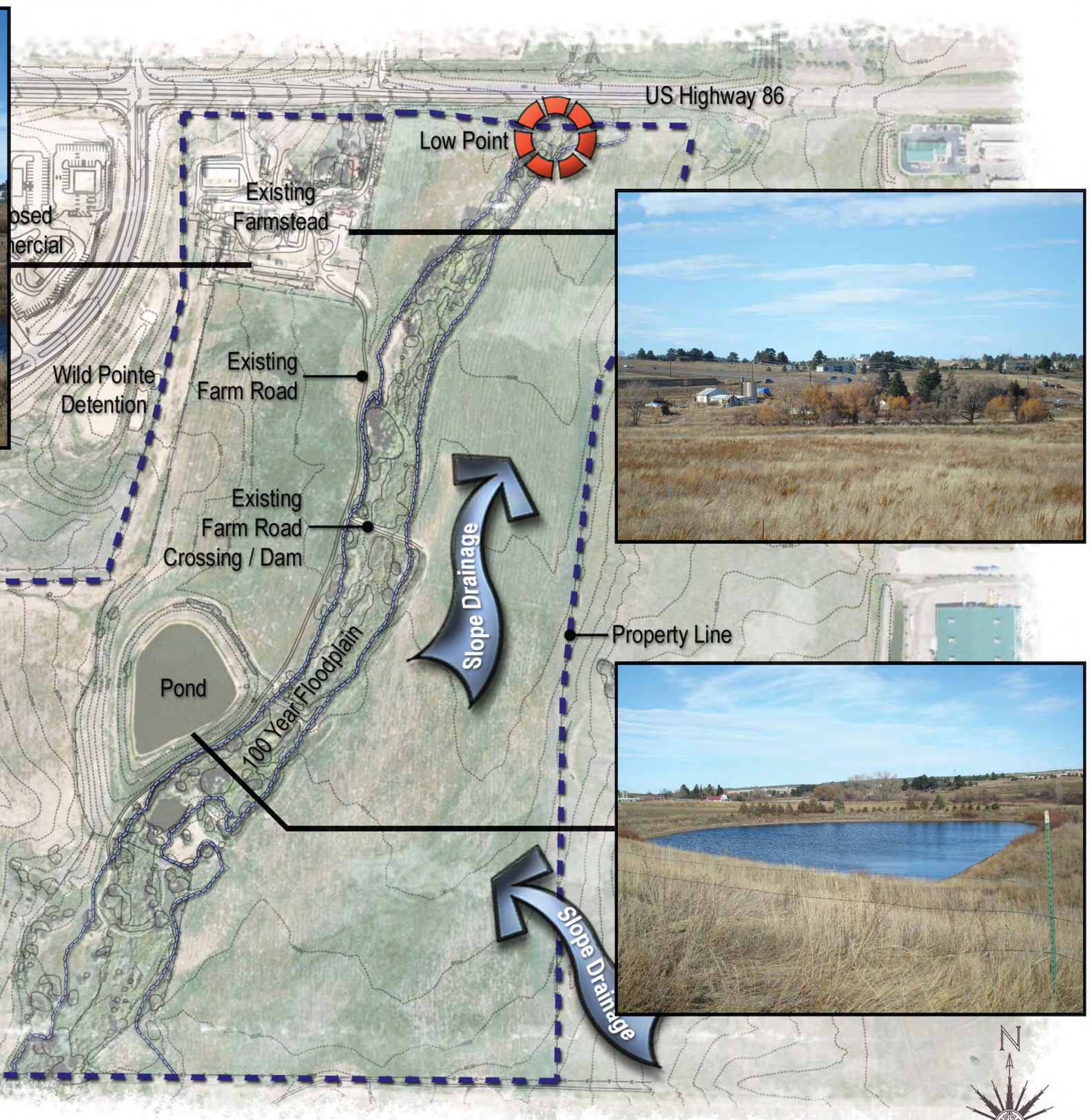
Planned Unit Development Plan - Elizabeth, Colorado

Issue Date 08.16.2018
Revision Date 1 05.16.2024

Sheet Name
Cover Sheet
Sheet Number
1







SITE ANALYSIS / EXISTING CONDITIONS

Land Planner
pcs group
Engineer
Westwood

Elizabeth 86

Planned Unit Development Plan -
Elizabeth, Colorado

Issue Date 08.16.2018
Revision Date 1 05.16.2024

Sheet Name
Existing Conditions
Sheet Number
2

MASTER PLAN WITH ADJACENT CONTEXT - NTS

Land Planner

pcs group

Engineer

Westwood

Elizabeth 86

Planned Unit Development Plan - Elizabeth, Colorado

Issue Date	08.16.2018
Revision Date 1	05.16.2024

Sheet Name
Zoning Exhibit
Sheet Number
3

Land Planner

pcs group

Engineer

Westwood

Elizabeth 86

Planned Unit Development Plan -
Elizabeth, Colorado

Issue Date 08.16.2018

Revision Date 05.16.2024

Sheet Name
Zoning
Exhibit

Sheet Number
4

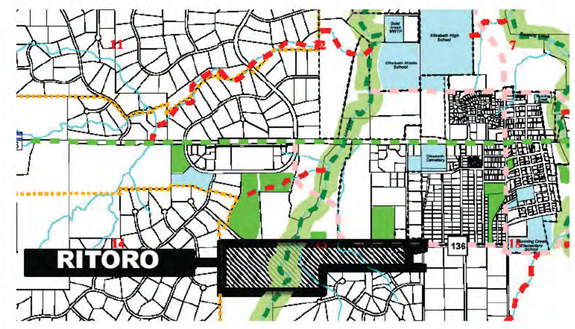
CONNECTED TRAIL NETWORK

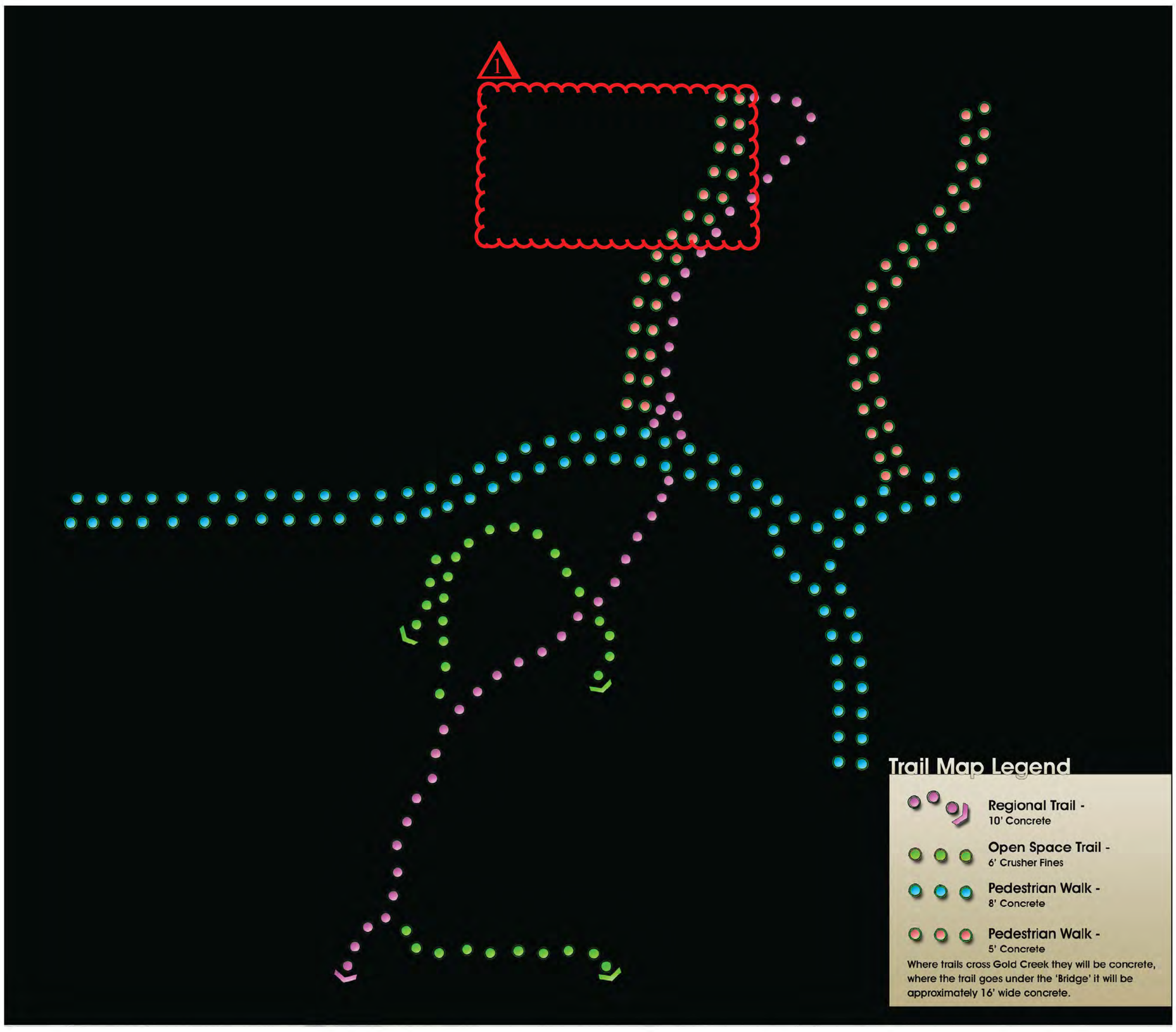
The Elizabeth - 86 Community will contain an integrated trail network for the benefit of the residents and the Town of Elizabeth. The trails presented in the adjacent graphic represent the primary spine or network of trails within the Elizabeth - 86 Community.

It is anticipated that additional trails will be included in the specific site design for each planning area, and that the trails within the planning areas will to the greatest extent possible connect to the trail network for the overall community.

We anticipate coordinating with the neighboring properties to ensure that our proposed trail locations are consistent with the trail locations on the adjacent properties.

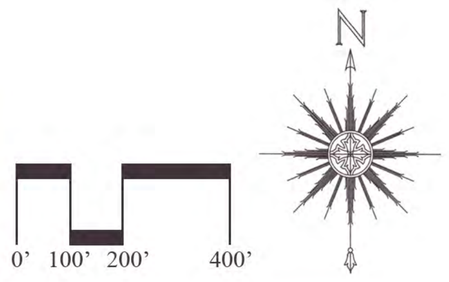
Our proposed trail network is consistent with the Town of Elizabeth Comprehensive Master Plan.





Map 1:
PEDESTRIAN and BICYCLE TRAILS

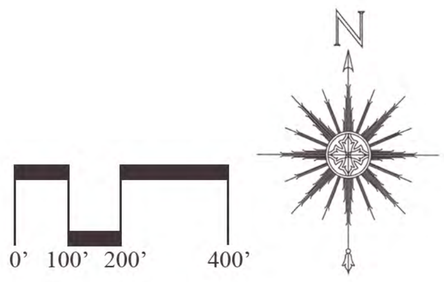
- Proposed Regional Off-Street Trail
- Proposed Regional On-Street Trail
- Proposed Connecting Off-Street Trail
- Proposed Connecting On-Street Trail



PROJECT OPEN SPACE

The Elizabeth - 86 Community as proposed includes a comprehensive and connected open space network. The Open Space is an integral part of the overall project, and provides logical boundaries for the development areas.

As depicted above we anticipate trail corridors running through the open space areas. The trail corridors will act as a connecting network for Elizabeth - 86, as well as the Town of Elizabeth residents.



Land Planner

pcs group

Engineer

Westwood

Elizabeth 86

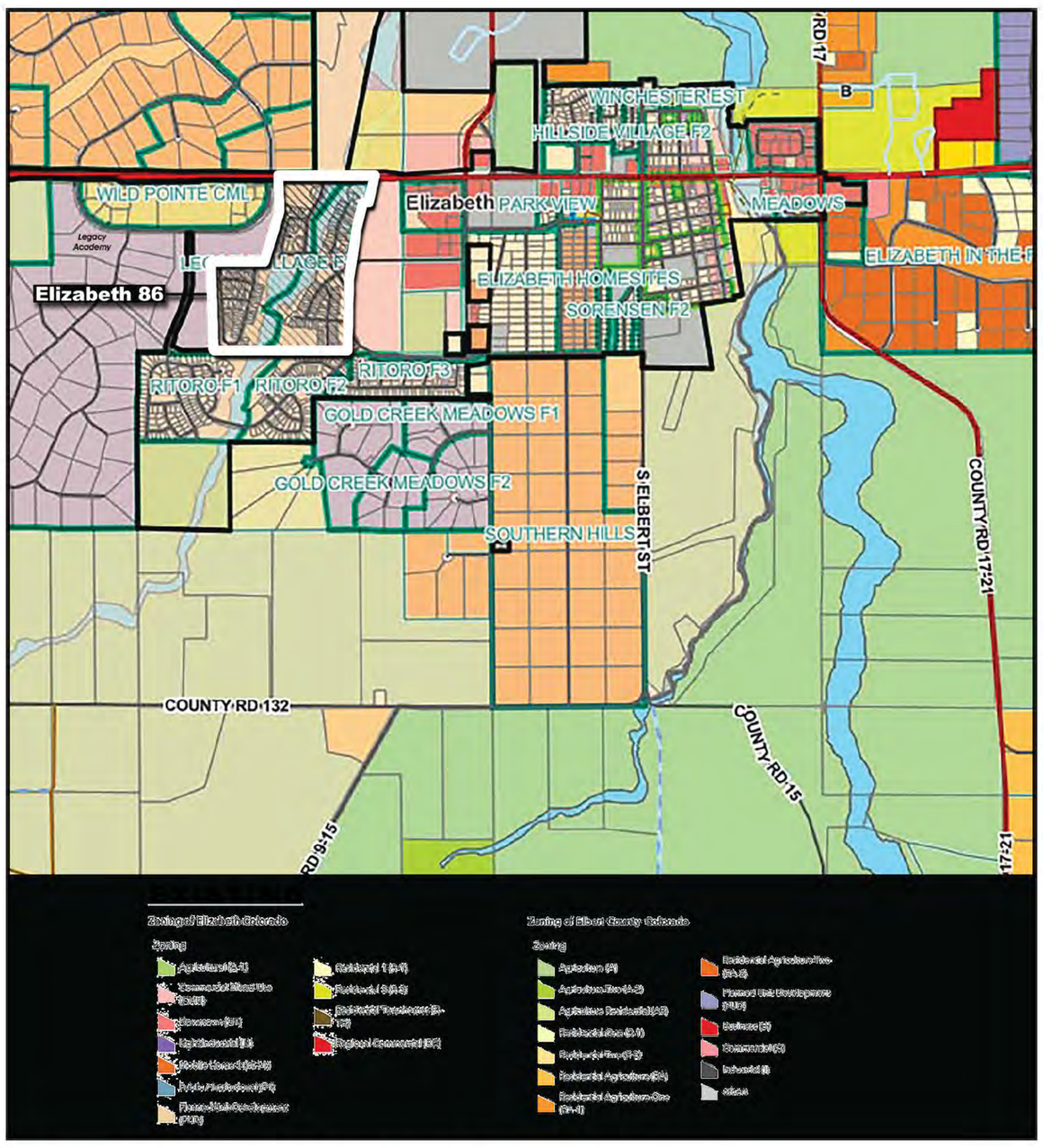
Planned Unit Development Plan -
Elizabeth, Colorado

Issue Date 08.16.2018

Revision Date 1 05.16.2024

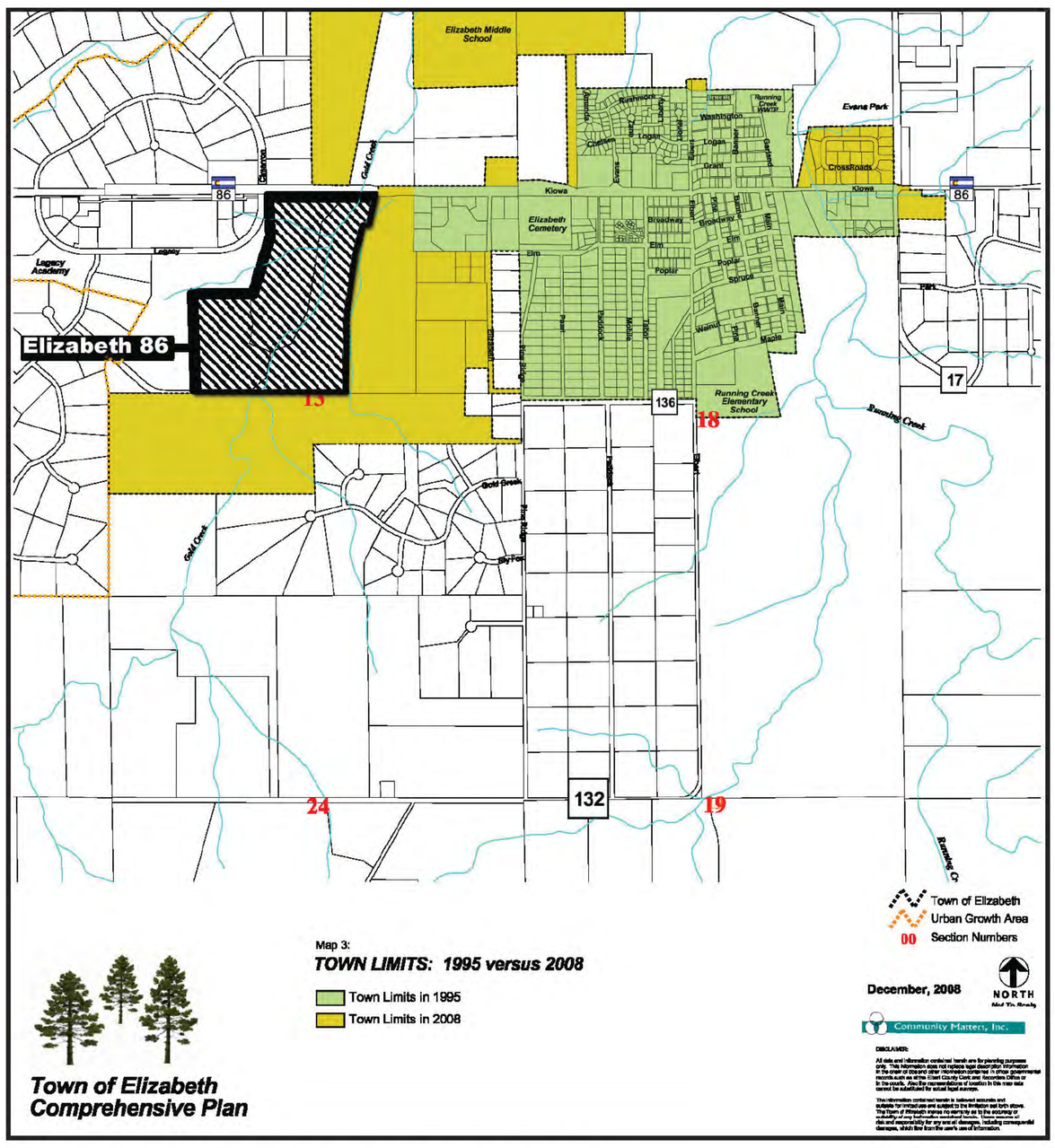
Sheet Name
Trails and Open Space

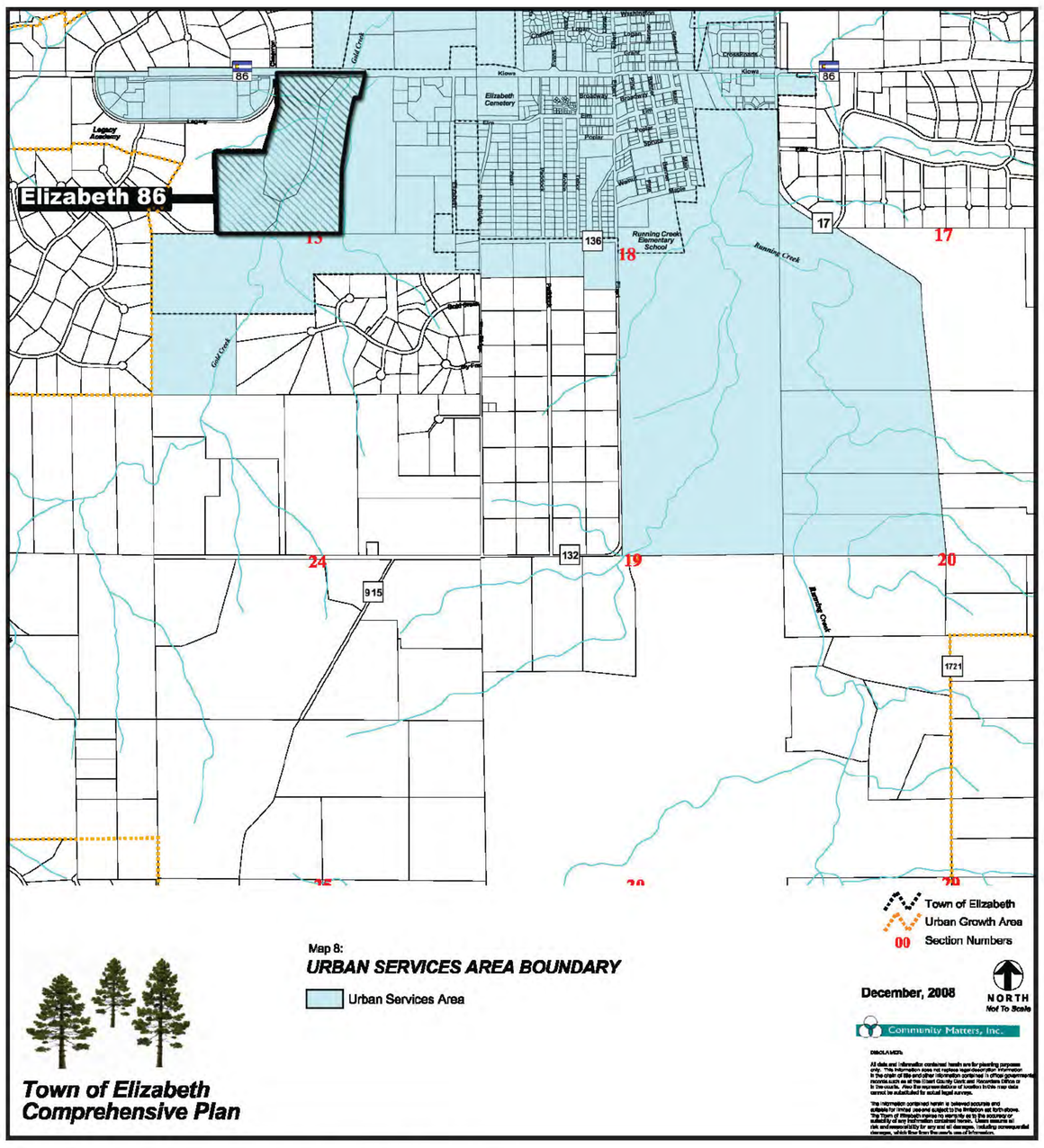
Sheet Number
5



TOWN OF ELIZABETH EXISTING LAND USE

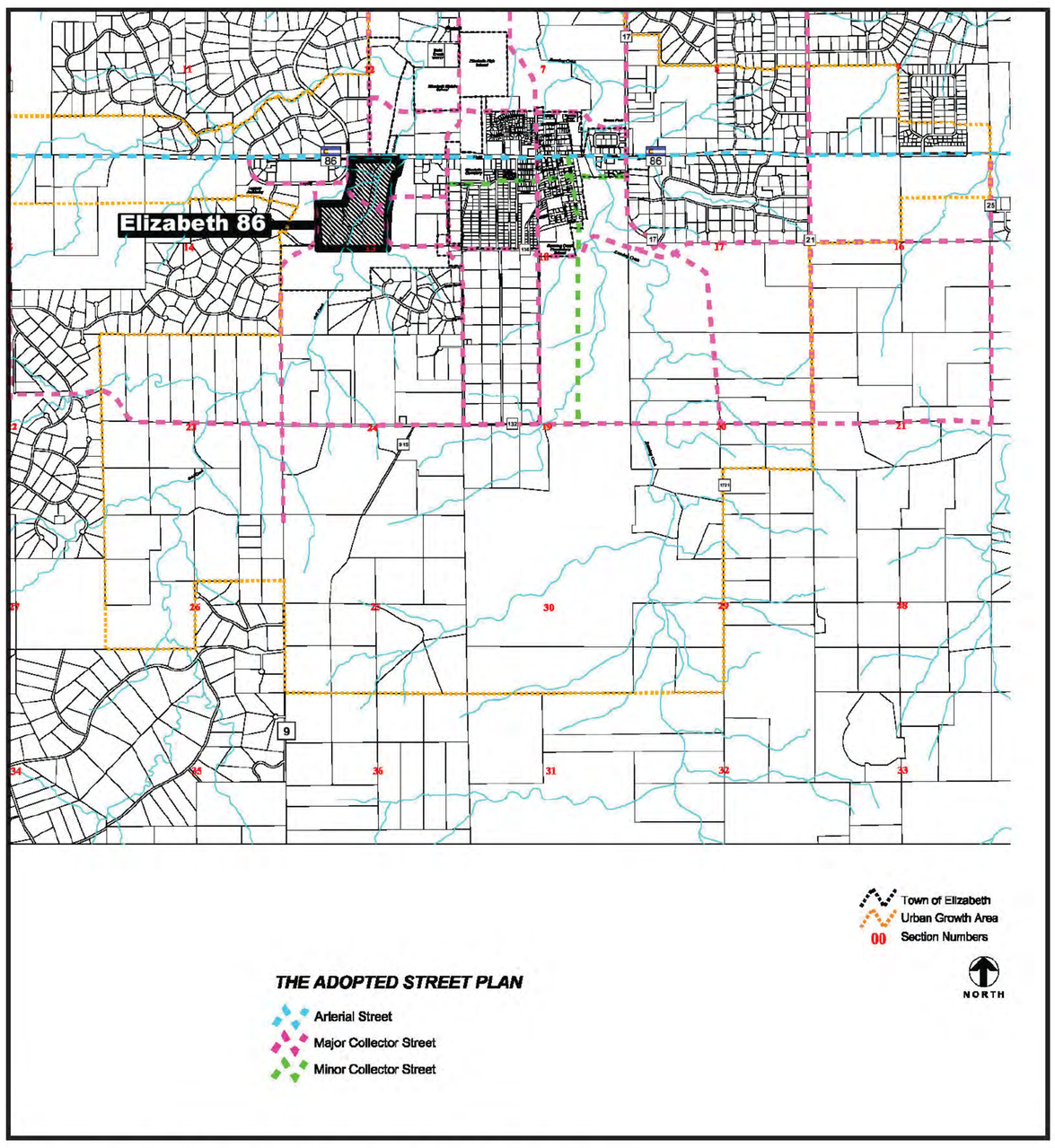
As depicted above the Elizabeth - 86 property is directly adjacent to vacant property within the Town limits along the south, east and a portion of the northern boundary.


Elizabeth 86
Elizabeth Middle School
Legacy Academy
Elizabeth Cemetery
Running Creek Elementary School
Evans Park
CrossRoads
Gold Creek
Running Creek
Kiowa
Broadway
Elm
Poplar
Logan
Grant
Washington
Richmond
Chelsea
Maple
Walnut
Spruce
Pine
Park
Locust
Cherry
Birch
Willow
Sherman
Lincoln
Jackson
Quincy
Adams
Jefferson
Monroe
Taylor
Harrison
Fillmore
Pierce
Buchanan
Johnson
Clay
Custer
Ash
Hickory
Oak
Sycamore
Cedar
Juniper
Hemlock
Redwood
Fir
Ivy
Vine
Rose
Daisy
Iris
Lily
Violet
Aspen
Peach
Plum
Pear
Cherry
Apple
Grape
Olive
Lemon
Orange
Peony
Tulip
Sage
Basil
Mint
Thyme
Dill
Parsley
Rosemary
Oregano
Cilantro
Chive
Onion
Garlic
Leek
Celery
Carrot
Radish
Turnip
Beet
Potato
Tomato
Pepper
Cucumber
Squash
Pumpkin
Melon
Corn
Bean
Pea
Lettuce
Spinach
Kale
Cabbage
Broccoli
Cauliflower
Asparagus
Artichoke
Eggplant
Okra
Yam
Sweet Potato
Ginger
Turmeric
Cinnamon
Nutmeg
Clove
Allspice
Cardamom
Saffron
Vanilla
Chocolate
Coffee
Tea
Sugar
Salt
Pepper
Flour
Yeast
Baking Soda
Baking Powder
Cornstarch
Vinegar
Oil
Butter
Margarine
Shortening
Lard
Cream
Milk
Cheese
Yogurt
Sour Cream
Cottage Cheese
Ricotta
Mozzarella
Parmesan
Cheddar
Swiss
Provolone
Gouda
Brie
Camembert
Blue Cheese
Feta
Goat Cheese
Cream Cheese
Ice Cream
Frozen Yogurt
Sherbet
Sorbet
Gelato
Custard
Pudding
Mousse
Pie
Cake
Cookie
Brownie
Muffin
Scone
Biscuit
Bagel
Croissant
Pretzel
Donut
Waffle
Pancake
Crepe
Tortilla
Taco
Burrito
Enchilada
Quesadilla
Nacho
Salsa
Guacamole
Hummus
Pita
Falafel
Gyro
Kebab
Shish Kebab
Satay
Curry
Stir Fry
Fried Rice
Noodles
Pasta
Spaghetti
Macaroni
Lasagna
Ravioli
Tortellini
Gnocchi
Risotto
Polenta
Couscous
Quinoa
Barley
Oats
Rice
Wheat
Rye
Buckwheat
Millet
Sorghum
Amaranth
Teff
Spelt
Kamut
Farro
Einkorn
Emmer
Durum
Semolina
Bulgur
Freekeh
Wheatberry
Groat
Flake
Bran
Germ
Endosperm
Husk
Kernel
Grain
Seed
Legume
Nut
Fruit
Vegetable
Herb
Spice
Seasoning
Condiment
Sauce
Dressing
Marinade
Rub
Glaze
Frosting
Icing
Filling
Topping
Garnish
Decoration
Presentation
Plating
Serving
Dining
Table
Chair
Bench
Stool
Couch
Sofa
Loveseat
Recliner
Ottoman
Footstool
Coffee Table
End Table
Side Table
Console Table
Dining Table
Kitchen Table
Breakfast Table
Bar Table
Counter
Island
Cabinet
Drawer
Shelf
Pantry
Refrigerator
Freezer
Oven
Stove
Microwave
Toaster
Blender
Mixer
Food Processor
Coffee Maker
Espresso Machine
Tea Kettle
Dishwasher
Sink
Faucet
Garbage Disposal
Trash Can
Recycling Bin
Compost Bin
Broom
Mop
Bucket
Vacuum
Duster
Cleaning Supplies
Laundry
Washer
Dryer
Iron
Ironing Board
Clothesline
Clothespin
Hanger
Closet
Dresser
Chest
Wardrobe
Armoire
Bed
Mattress
Box Spring
Bed Frame
Headboard
Footboard
Nightstand
Lamp
Light
Fan
Air Conditioner
Heater
Thermostat
Window
Door
Screen
Curtain
Blind
Shade
Rug
Carpet
Hardwood
Tile
Linoleum
Vinyl
Laminate
Concrete
Stone
Brick
Wood
Metal
Glass
Plastic
Fabric
Leather
Suede
Velvet
Silk
Cotton
Wool
Linen
Polyester
Nylon
Rayon
Spandex
Elastane
Lycra
Microfiber
Denim
Canvas
Flannel
Fleece
Corduroy
Tweed
Chiffon
Lace
Satin
Organza
Tulle
Gauze
Muslin
Burlap
Jute
Hemp
Bamboo
Rattan
Wicker
Cane
Reed
Straw
Grass
Leaf
Bark
Twig
Branch
Trunk
Root
Soil
Dirt
Mud
Clay
Sand
Gravel
Rock
Boulder
Pebble
Stone
Mineral
Crystal
Gem
Jewel
Metal
Gold
Silver
Copper
Bronze
Brass
Iron
Steel
Aluminum
Tin
Lead
Zinc
Nickel
Platinum
Titanium
Uranium
Plutonium
Element
Atom
Molecule
Compound
Mixture
Solution
Suspension
Colloid
Emulsion
Foam
Gel
Aerosol
Plasma
Gas
Liquid
Solid
Matter
Energy
Force
Motion
Speed
Velocity
Acceleration
Deceleration
Momentum
Inertia
Friction
Gravity
Weight
Mass
Density
Volume
Pressure
Temperature
Heat
Cold
Warm
Cool
Hot
Freeze
Melt
Boil
Evaporate
Condense
Sublimate
Deposit
Precipitate
Dissolve
Crystallize
Oxidize
Reduce
Corrode
Rust
Tarnish
Patina
Alloy
Amalgam
Solder
Weld
Braze
Rivet
Screw
Bolt
Nut
Washer
Nail
Tack
Staple
Glue
Adhesive
Tape
Epoxy
Resin
Polymer
Plastic
Rubber
Latex
Neoprene
Silicone
Vinyl
Acrylic
Polyurethane
Polyethylene
Polypropylene
Polystyrene
Polycarbonate
Polyester
Nylon
Teflon
Kevlar
Carbon Fiber
Fiberglass
Graphite
Composite
Laminate
Veneer
Plywood
Particleboard
Fiberboard
Drywall
Plaster
Stucco
Concrete
Cement
Mortar
Grout
Tile
Brick
Stone



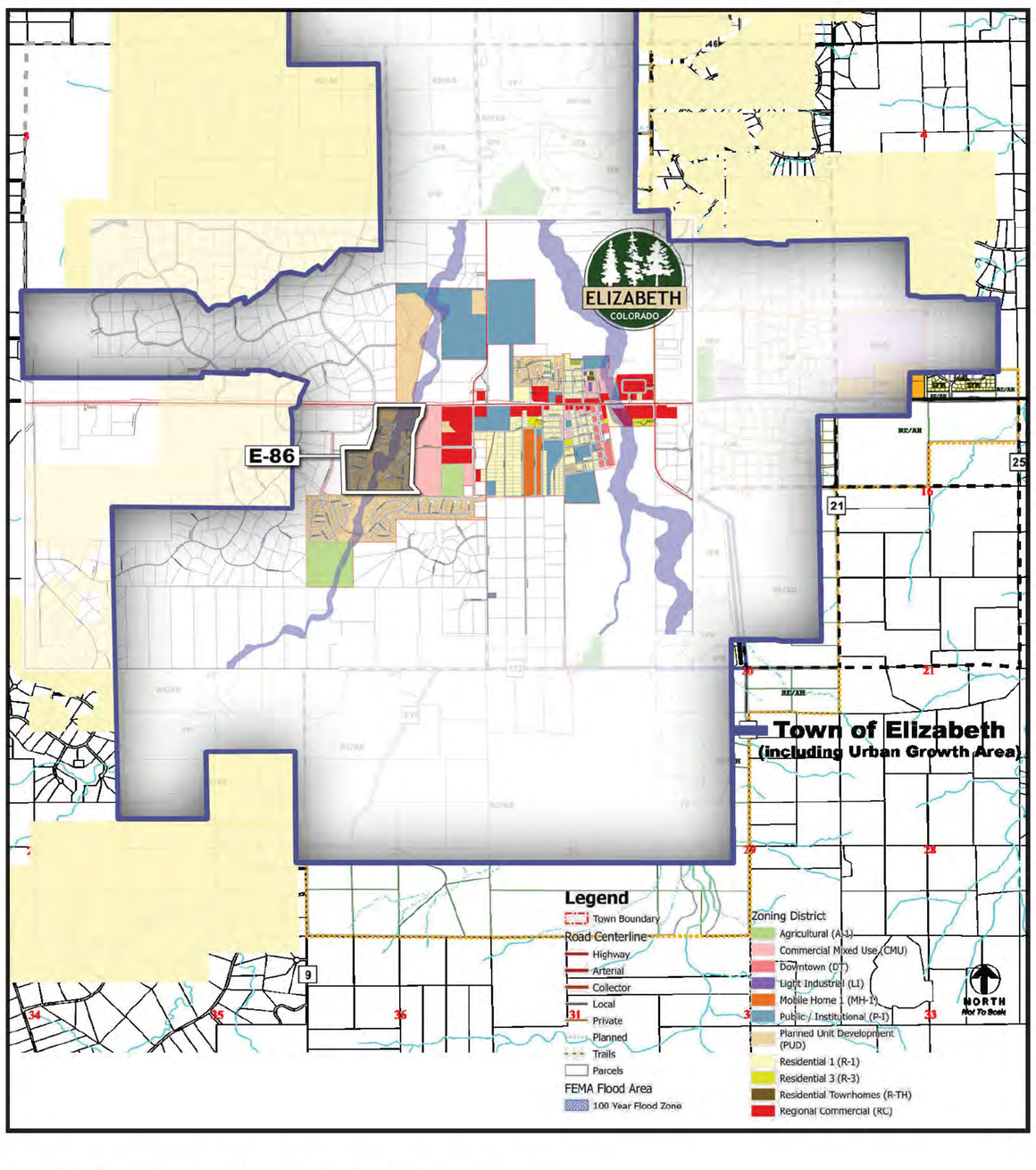
URBAN SERVICE BOUNDARY

As depicted above the Elizabeth - 86 property is included in the Town of Elizabeth Urban Service Area Boundary.



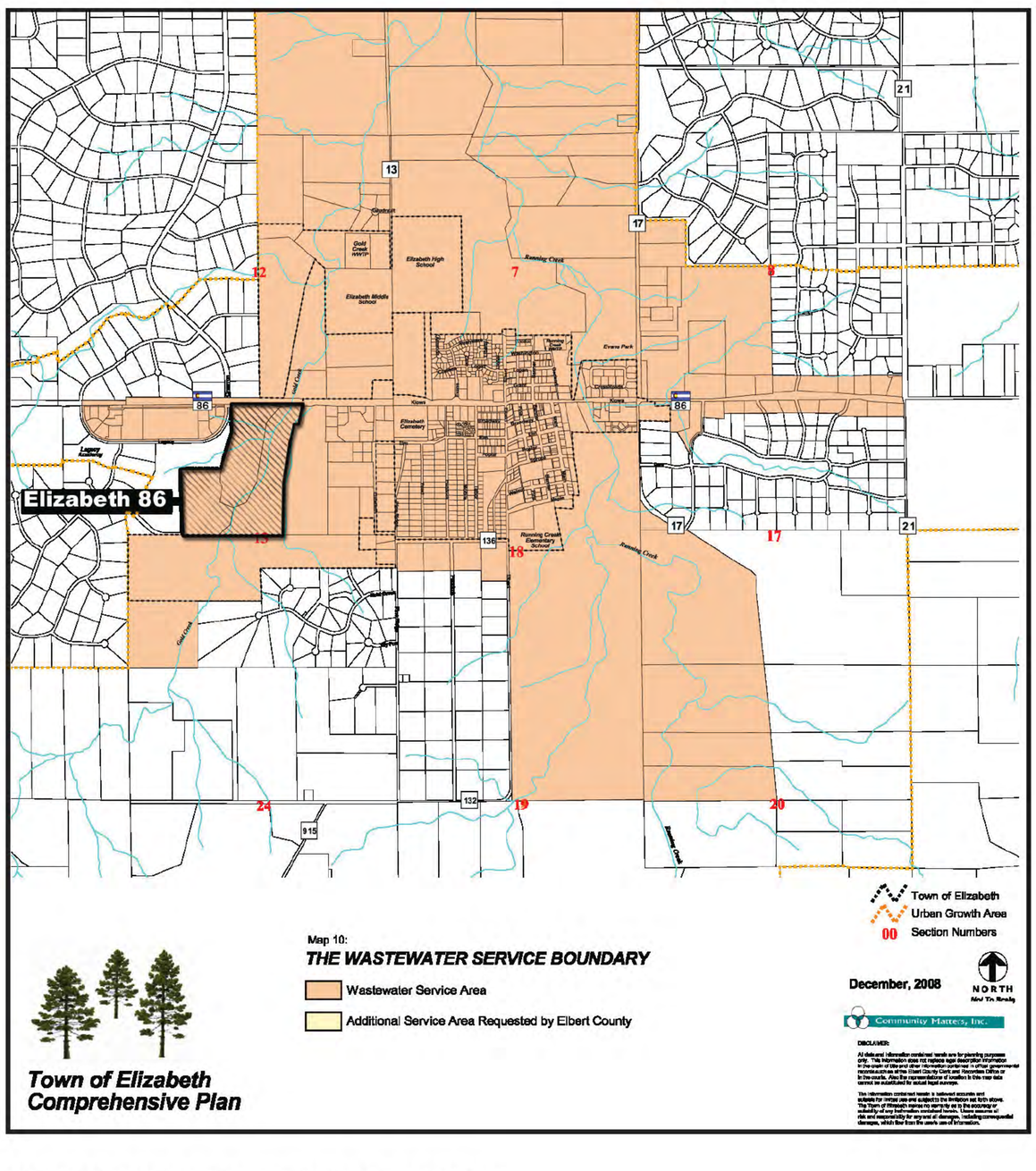
TOWN OF ELIZABETH STREET PLAN

As depicted above the Elizabeth - 86 Master Plan is consistent with the Town of Elizabeth Street Plan, and will in fact play an integral role in bringing the Street Plan into reality.



TOWN OF ELIZABETH LAND USE

The planning for Elizabeth - 86 respects and is consistent with the proposed land uses in the Town of Elizabeth planning maps, including the infrastructure planning map.



WASTEWATER SERVICE AREA

As depicted above Elizabeth - 86 is included in the Town of Elizabeth Wastewater Service Boundary.

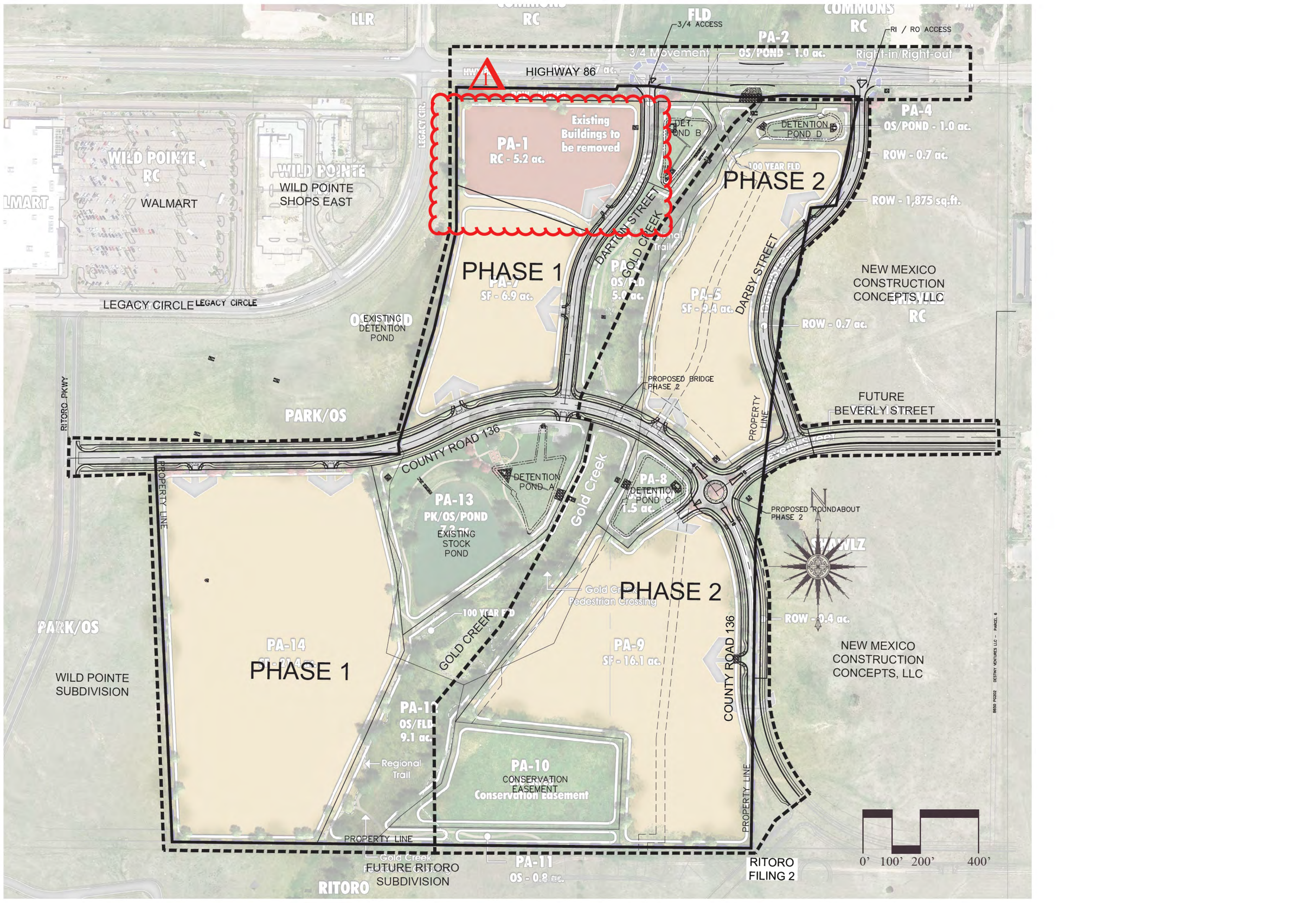
Land Planner
pcs group
Engineer
Westwood

Elizabeth 86

Planned Unit Development Plan -
Elizabeth, Colorado

Issue Date 08.16.2018
Revision Date 1 05.16.2024

Sheet Name
Compliance with Town
Sheet Number
7



Land Planner

pcs group

Engineer

Westwood

Elizabeth 86

Planned Unit Development Plan - Elizabeth, Colorado

Issue Date	08.16.2018
Revision Date 1	05.16.2024

Sheet Name
Engineering Drawings

Sheet Number
8

EXHIBIT B

Elizabeth 86 Development
Town of Elizabeth, Colorado

PUD GUIDE

June 27, 2024

Owner:
Elizabeth 86 Investments, LLC
8321 S. Sangre de Cristo Road, #300
Littleton, Colorado 80127
720.279.0004
Contact: Tery Larrew

Applicant Representative:
E86 J.V., LLC
PO Box 4701
Englewood, Colorado 80155
303.507.6651
Contact: Jim Marshall

Planning Consultants:
PCS Group, Inc.
200 Kalamath Street
Denver, Colorado 80223
720.259.8246
Contact: John Prestwich

Engineering Consultants:
Westwood
10333 E. Dry Creek Road, Suite 400
Englewood, Colorado 80112
720.482.9526
Contact: Sarah Kolz

Traffic Consulting:
LSC Transportation Consultants, Inc.
1889 York Street
Denver, Colorado 80206
303.333.1105
Contact: Christopher McGranahan

TABLE OF CONTENTS

I. GENERAL PROVISIONS 3

A. Application 3

B. Density Standards 3

C. Density Variation 3

D. Administrative Amendments 3

E. Planning Area Boundaries 3

F. General Road Setbacks & Buffers 3

G. Architectural Standards 4

H. Homeowner Associations 7

II. DEFINITIONS 7

A. Definitions: 7

III. LAND USE REGULATIONS 9

A. Residential (SF) 9

B. Regional Commercial (RC) 11

C. Parks & Open Space (OS) 13

D. Open Space, Trails & Amenities 15

E. Land Use Chart 16

V. ENFORCEMENT AND ADMINISTRATION 17

A. Incorporation of Planned Development Master Plan 17

B. Effect of Recorded Plan 17

I. GENERAL PROVISIONS

A. Application

The standards outlined in the Development Guide shall· apply to all property contained within the "ELIZABETH 86 PLAN AND GUIDE" (the "Development Plan") except as provided herein. The standards outlined in the Development Plan may be divergent from the zoning regulations contained in the Town of Elizabeth Municipal Code Chapter 16 – Article 1 - Zoning, but not any other Chapter of the Town of Elizabeth Municipal Code. In the event there is a conflict between the standards contained in the Development Plan and the Elizabeth Municipal Code (excluding Chapter 16 – Article 1 - Zoning), then the Elizabeth Municipal Code shall control. The terms "DEVELOPMENT PLAN" and "MASTER PLAN" may be used interchangeably.

This Development Guide is only one of several documents that will help guide the Elizabeth 86 Planned Development. The Development Guide and the Development Plan are the planning documents for this development.

B. Density Standards

The Dwelling Unit Density permitted in any residential Planning Area is an Average Density that shall apply to the entire residential Planning Area and shall not be specifically applicable to any portion thereof. The Average Density of any residential Planning Area shall be computed by dividing the total number of Dwelling Units ln the residential Planning Area by the gross acres in the residential Planning Area. Please refer to Land Use Chart in Section III - Land Use Regulations for individual Planning Area densities.

C. Density Variation

In no event shall the total number of 383 residential Dwelling Units within all Planning Areas as set forth on the "ELIZABETH 86 DEVELOPMENT PLAN AND GUIDE" be exceeded.

In general, residential Planning Areas may contain up to an additional ten percent (10%) of the number of units allowed for each Planning Area.

D. Administrative Amendments

Any increase of dwelling units within a Planning Area by **more** than 10% must be processed as a PUD Amendment under Section 16-1-240 of the Elizabeth Municipal Code.

E. Planning Area Boundaries

Wherever a Planning Area abuts a street as shown on the "ELIZABETH 86 DEVELOPMENT PLAN", the Planning Area boundary is the edge of the abutting right-of-way of such. Wherever a Planning Area does not so abut a street, the Planning Area boundary shall be as shown on the "ELIZABETH 86 DEVELOPMENT PLAN". Modifications in Planning Area boundaries and streets may be accomplished by final road alignments or engineering refinements shown on a Site Plan or Plat, without any amendment to the "ELIZABETH 86 DEVELOPMENT PLAN" provided the Planning Area does not increase or decrease by more than ten percent (10%) in size.

F. General Road Setbacks & Buffers

a. Highway 86 Buffer: 25-foot landscape buffer required between highway ROW and any development adjacent to Highway 86.
b. Major Collectors: Building setback of 15 feet adjacent to major collector; includes patios, porches, decks; 2-foot exception for bump outs and cantilevers

G. Architectural Standards

Single-Family Detached and Attached Standards

Building Materials:

a. Materials that either resemble or are the natural materials of brick, stone, stucco, slate, wood, or textured block are permitted. Alternative materials may be used with the approval of the Community Development Director where the use of such materials promotes design innovation.
b. The exterior materials of a proposed new single-family dwelling unit(s) shall have a minimum of 15 percent gross masonry.
c. Exposed foundations cannot exceed eight inches in height.

Building Front:

At a minimum, each single-family dwelling shall have on the front side of the structure one door entrance into the living area of the structure and two windows, with a total of at least 20-square feet facing the public right-of-way. When located on a corner lot, the single-family dwelling shall face the street frontage most dominated by residentially used structures, or as designated by the Community Development Director.

Exterior Changes:

a. Exterior material changes should occur at changes in the plane of the building, not exclusively at the outside corners.

Additions to Existing Buildings:

Any addition to an existing residential building shall utilize the same color, style, and materials as the original structure.

Applicability:

All single-family detached and attached dwellings shall conform to all applicable requirements of these development standards, as well as applicable requirements of the zone district and adopted building code requirements in effect at the time of issuance of each building permit for such dwelling.

Garages:

a. All development shall include a garage, either attached or detached, as part of the new construction or placement.
b. The garage shall not exceed a floor area of 864 square feet, and 600 square feet for detached garages per residence and shall be no less than 400 square feet in floor area per residence. In no case may the garage square foot area exceed the first-floor square foot area of the principal residence.

Offset:

All single-family attached dwelling structures shall have a minimum of a three-foot offset between dwelling units.

Floor Area:

The minimum floor area of new single-family attached and detached dwellings shall be 1,080 square feet (not including a basement.

Siding:

Exterior siding of all dwelling shall be made of non-reflective materials and may include block, cementitious siding, stone, or other masonry materials (excluding concrete block); wood; stucco; or

other exterior material allowed by the Town's adopted building code or approved by the Community Development Director.

Roofing:
All single-family dwellings shall have a pitched roof with a minimum 4:12 pitch and have a minimum 12-inch eave and rake on each side. The roof shall be covered with a non-reflective material and must conform to local snow load requirements.

Utility Connections:
All utility meters not sited underground shall be enclosed in a meter housing affixed to the exterior or side of the structure. Above ground utility connections are not permitted on the front façade of the house.

Housing Models:

A Mix of different housing models are required:

a. Applicability: The following housing model variety standards shall apply to all new residential subdivisions and developments. These standards are intended to prevent monotonous streetscapes and offer consumers a wide choice of housing styles.
b. General Requirement:
    i. All subject developments shall offer at least eight (8) distinctively different home models with distinctively different floor plans. Mirror images of the same home model elevations shall not count as two (2) distinctively different models.
c. Each housing model shall provide and exhibit at least three features that clearly and obviously distinguish them from other housing models. These features can include any of the following:
    i. Building Mass. Building mass is considered to be the outline of the structure. This is determined by the height, width, and depth of the structure.
    ii. Building form. Building form is considered to be the style of the home, including ranch, tri-level or two-story structures.
    iii. Roof type. Roof types consist of mansard, hip, gambrel, gable, and front-to-back (shed style). Differentiation may also be achieved through the use of roof dormers, gables, and hips. Flat or A-frames roofs should be avoided unless appropriate to the architectural style.
    iv. Windows and doors. The vertical or horizontal variation in the placement of at least two windows and/or doors on the front facade elevation or window shapes that are substantially different. This standard also applies to any elevation facing a street, open space or public / private park.
    v. The use of different materials on the front facade elevation (brick vs. stone).
    vi. Garages. Substantial variation in the location and/or proportion of garages and garage doors, such as alley-loaded garages, side-loaded garages, etc. (2-car garage vs. 3-car garage of the same elevation do not meet the intent).
    vii. Variations in the location, width, and proportion of front porches.
    viii. To provide more architectural interest, each façade shall a minimum one-foot offset along the building plan. This could be a bay window, cantilever, covered porch / patio or offset in the foundation.
    ix. Other distinct and substantial architectural design variations approved by the Community Development Director. The sole use of minor cosmetic changes such as different paint color, reversing or creating mirrored images of the exterior architectural elevations, shutters, decorative brackets, or using different brick or stone color shall not meet the intent of this section.

Housing Model Locations:
The same housing model with the identical street elevation design (or nearly identical) shall not be placed directly adjacent to one another or directly across the street from one another. "Across the street" is defined as lots that overlap each other when the side lot lines are extended across the street to the opposite lot. The same housing model used at the end of one block shall not be repeated on the first lot of the neighboring block.
Identical or nearly identical floor plans mean that the layout, size, and function of the rooms are essentially the same. Identical or nearly identical street elevation design means little or no variation in the articulation of the façade, height or width or the façade, placement of the primary entrances, porches, number and placement of windows, and other major architectural features.

Housing Facades Facing Public Areas:
Each side or rear façade of a single-family dwelling which faces a street, park, or open space shall include at least three of the following:

a. A change in the vertical or horizontal wall plane within 20 feet above grade;
b. A change in the color or material of the wall;
c. An increased masonry return of at least 6 feet;
d. A bay window, porch or balcony;
e. Structured transition from public to private areas using built elements such as arbors, low walls, trellis work, and/or similar elements integrated with plantings;
f. Detailing the wall with reveals, belt courses, cornices, projections or other devices; or
g. Shuttered windows or glazed doors to overlook the street, park, or open space.

Garages:
Preferred Design. At least 50 percent of the dwellings within a subdivision must be flush or recessed behind the front facade of the dwelling, be attached and be accessed from the side, or be detached and recessed from the dwelling and placed in the side yard. The front facade includes the enclosed living portion of the house. They shall be located according to one or more of the following:

a. Attached and recessed from the front facade of the building by a minimum of three feet, with access from the front;
b. Attached and in the side yard, with access by a driveway from the side. The garage shall be a minimum of three feet behind the front facade;
c. Detached with front or side access. The garage shall be a minimum of three feet behind the front facade;
d. Attached and flush with the front facade, provided that a covered porch extends at least six feet forward from the front facade of the house and is a minimum of 10 feet in width; or
e. Flush with the front facade and side-loaded with a driveway to the front.

Limited Design. No more than 50 percent of the dwelling units within a subdivision, shall have garage door openings provided in any of the following ways:

a. Extending from the front facade of the living unit not more than 10 feet, but with an architectural design element such as a bay/box window; covered porch at least six feet in depth across the front facade of the living unit; or a defined outdoor space (such as a patio or courtyard surrounded by a masonry wall or fence no more than 42 inches in height) that is designed to include the entire front yard space between the front facade of the living unit and the front facade of the garage, developed to extend outward to be at least flush with the garage door opening;

b. Extending from the front facade not more than 10 feet, but with living space directly above the garage. Such living space shall cover a minimum 50 percent of that portion of the garage in front of the front facade of the living unit;
c. Extending from the front facade not more than 10 feet, but with a complimentary adjoining living space or porch covering five feet of the 10-foot extension, limited to one-car garage door openings; or
d. Extending from the front facade the width of the garage with the garage door on the side of the garage with side yard or front yard access. All models containing split car garage designs will be Categorized in this option

H. Homeowner Associations

Homeowner Associations composed of property owners in residential areas may be created for the following purposes: a) to provide for the continued development, improvement and maintenance of properties and facilities which it owns or administers, and b) to protect the investment, enhance the value, and control the use of property owned by its members.

Homeowner's Associations or special districts may be created in residential areas where common lands or facilities are to be owned and maintained by the Homeowner's Association or special district.

II. DEFINITIONS

A. **Purposes:** It is the purpose of this Article to define words, terms and phrases contained within this PUD Development Guide. See the Town of Elizabeth Land Development Code for other definitions not defined herein.

B. **Word Usage:** In the interpretation of this Guide, the provisions and rules of this section shall be observed and applied, except when the context requires otherwise.

1. The particular controls the general.
2. In the case of any difference of meaning or implication between the text of this Guide and any caption or table, the text shall control.
3. Words used or defined in one tense or form shall include other tenses and derivative forms.
4. Words in the singular number shall include the plural number and words in the plural number shall include the singular number.
5. The masculine gender shall include the feminine and the feminine gender shall include the masculine.
6. The word "shall" is mandatory.
7. The word "may'' is permissive.

A. Definitions:

1. **Accessory Buildings.** Detached subordinate building(s) or Structure(s), the use of which is customarily incidental to that of the Principal Building or to the main use of the land and which is located on the same lot with the Main Building or use.
2 **Board of Trustees.** The Board of Trustees of the Town of Elizabeth.
3. **Building, Principal or Main.** A building or buildings which may contain one or more Dwelling Unit(s) or in which is conducted one or more of the permitted Principal Uses of the Lot or project in which it is situated and including areas

such as garages, carports, storage sheds which are attached to or architecturally integrated with the principal building.

4. **Building Front.** That exterior wall of a Building which faces a Front Lot Line of a Lot.
5. **Building Side.** That exterior wall of a Building which faces a Side Lot Line of a Lot.
6. **Building Rear.** That exterior wall of a Building which faces a Rear Lot Line of a Lot.
7. **Density, Gross or Average.** A ratio of number of Dwelling Units per acre calculated by dividing the total number of Dwelling Units in the residential Planning Area by the gross acres in the residential Planning Area.
8. **Dwelling Unit. Single-Family Detached.** A type of Dwelling Unit having no roof, wall or floor in common with any other Dwelling Unit.
9. **Dwelling Unit, Single-Family Attached**. A type of Single-Family Attached Dwelling Unit in which each single Dwelling Unit goes from ground to roof and is separated from other Single-Family Attached Dwelling Units by a common wall. Each Single-Family Attached Dwelling Unit has Individual outside access. Single-Family Attached Dwelling Units may include duplex. Note: For Single-Family Attached product, each unit shall be on its own lot.
10. **Garage, Parallel.** A garage, attached or detached, which is oriented so that the axis which corresponds with the garage opening is substantially parallel to the adjacent street from which the Lot derives access.
11. **Garage, Side-Load.** A garage, attached or detached, which is oriented so that the axis which corresponds with the garage opening is substantially perpendicular to the adjacent street from which the Lot derives access.
12. **Group Care Facilities.** A facility where three or more persons are provided supervision and a planned treatment of counselling, therapy or other rehabilitative social services in a family environment. Such residence must be licensed by or operated by a federal, state, county or local judicial health/welfare agency or serve only referrals from such agencies. Examples of group care facilities are: group foster care, children's homes, halfway houses, rehabilitative centers, assisted living, maternity or senior citizen homes.
13. **Land Use Category.** A set of permitted land use types which are aggregated to form a land use classification similar in nature to zoning districts. Each Land Use Category is identified on the Land Use Chart in this PUD Development Guide.
14. **Planning Areas.** Areas of land delineated on the PUD Zoning Document identified with a phrase or symbol which designates a specific set of permitted land use types according to the Land Use Categories provided in this PUD Development Guide. Planning Area boundaries are as depicted on the PUD Zoning Document.
15. **Setback.** The distance between the building to property line.
16. **Structure.** Anything constructed or erected, which requires permanent location on the ground or is attached to something having a permanent location on the ground, but not including fences or walls less than six (6) feet, poles, lines, cables, or other transmission or distribution facilities or public utilities.

III. LAND USE REGULATIONS

A. Residential (SF)

1. Intent

Provide for residential Development allowing for a variety of Single-Family Detached Dwelling Units, Single-Family Attached and Accessory Uses.

2. Uses Permitted by Right

a. Single-Family Detached Dwelling Units.
b. Duplex Units
c. A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area.
d. Attached or detached private garages (3 cars maximum).
e. Commonly associated Accessory Uses, incidental to the Principal Use or Building, including but not limited to: carriage house units not for sale, storage sheds, private greenhouses, home occupations, radio or TV antenna, TV satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of household pets according to the regulations and standards within the Elizabeth Municipal Code.
f. Public Open Space.
g. Private recreational and park uses, recreational facilities, including but not limited to: tennis courts, swimming pools and jogging, riding, hiking and biking trails.
h. Public parks, playgrounds and other recreational areas.
i. Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as permitted by the Town of Elizabeth's code.

3. Uses Permitted by Special Review

a. Buildings, garages and utility stations related to emergency services, such as ambulance, fire, police and rescue.
b. Neighborhood public service, health and education facilities, such as community centers, libraries and museums.

4. Development Standards

a. **Average Density.** The Average Density shall be up to eight (8) Dwelling Units per acre for each SF Planning Area, as set forth in the Development Plan, and reflect the number of units over the entire acreage for the Planning Area. Densities within portions of the Planning Area will vary depending on product type.
b. **Maximum Number of Dwelling Units.** The maximum number of Dwelling Units permitted within each SF residential Planning Area shall not 10% the units shown on the Land Use Chart in Section III - Land Use Regulations for each individual Planning Area.
c. **Building Setback:** The minimum Building Setbacks in SF residential Planning Area will vary depending upon the product type in any given portion of the Planning Area. The following setbacks will be associated with the different product types defined as a Use Permitted by Right. For uses permitted by special review, RC setback standards shall apply.
d. **Driveway Access:**

Driveways, unless shared, should not be closer than five (5) feet to an adjoining lot

e. **Accessory Buildings & Uses**

Accessory uses and building – Refer to Town of Elizabeth Land Use Code (Single-Family Residential)

Single-Family Detached Unit

Building Front	15 feet (Principal Building)
	20 feet (Side-load garage)
	18 feet (Garage parallel)
Building Sides	10 feet from local street
Building Sides	5 feet from other property lines
Building Sides	20 feet (Side-load garage)
Building Rear	15 feet

Duplex Dwelling Unit

Building Front	15 feet (Principal Building)
	20 feet (Side-load garage)
	18 feet (Garage parallel)
Building Sides	10 feet from local street
Building Sides	0 feet from other property lines shared with adjoining duplex unit
Building Sides	5 feet from other property lines
Building Sides	20 feet (Side-load garage)
Building Rear	15 feet

d. **Building Separation.** The minimum building separation shall be the greater of:

i) Ten (10) feet for Single-Family Detached Dwelling Units, ten (10) feet for Buildings containing Single-Family Attached Dwelling Units, and twenty (20) feet for other Principal Buildings located within each SF Lands Use Planning Area, or

ii) shall be governed by the applicable building code.

e. **Building Height.** No residential Buildings within SF Planning Areas shall exceed thirty-five (35) feet in height.

f. **Minimum Lot Sizes.** The minimum lot sizes In SF residential Planning Areas shall be:

i. Single-Family Detached: Forty-five hundred (4,500) square feet
ii. Duplex: Twenty-two hundred (2,200) square feet.

g. **Maximum lot coverage**

i. Under-roof lot coverage shall not exceed 60% including accessory buildings

h. **Encroachments**

1. Front, side, and rear setbacks shall allow for encroachments up to 2 feet beyond the building foundations. For above-grade features including eaves, fireplace box-out, stoops, bay windows, cantilevers, and overhangs provided that the living space of the

projection does not exceed 20 square feet in each instance and extend more than 2 feet.

2. Side and rear setbacks shall allow for encroachments up to 3 feet beyond the building foundation for below grade window wells.

B. Regional Commercial (RC)

1. Intent

To provide for the integration, horizontally and vertically, of a broad range of retail goods and services, business and professional services.

There is one area of the Zoning Exhibit that is designated as RC. This planning area is anticipated to develop as a commercial/retail center.

2. Uses Permitted by Right

a) Accessory Buildings
b) Amusement & Recreation Establishments (indoors)
c) Auto Repair Garages
d) Bakeries
e) Bed & Breakfast Inns
f) Beer, wine and liquor stores (off-premises of alcohol consumption)
g) Business schools, studios and vocational schools, not involving processes of a heavy industrial nature
h) Business Service Establishments
i) Car lots - new and used
j) Car service and sales establishments
k) Car washes
l) Car/vehicle rental or leasing
m) Clubs & Lodges
n) Commercial animal establishments
o) Commercial Food Preparation Kitchens
p) Computer-Generated CAD-CAM operations not involving heavy industry
q) Convenience Stores or Centers
r) Drive-in restaurants
s) Eating & Drinking Establishments
t) Exhibition & Art Galleries
u) Farmers Markets or other open markets
v) Fences, Hedges, Walls & Trees
w) Financial Institutions
x) Fitness, recreational sports, gym or athletic club
y) Garden / Flower Shops
z) Hospitals and emergency facilities
aa) Hotels / Motels
bb) Hospitals for Animals
cc) Mortuaries/funeral homes
dd) Movie Theaters
ee) Museums, exhibitions or similar facilities
ff) Parking Lot & Parking Garages (not as a stand-alone use)
gg) Parks
hh) Personal Service Establishments

ii) Plant or tree nurseries
jj) Professional, Commercial or Business Offices
kk) Public Buildings & Lands
ll) Public Safety-Related Facilities
mm) Public Transportation Terminals other than truck terminals
nn) Public Utilities
oo) Recreation Facilities – Private
pp) Recreation Facilities – Public
qq) Religious Assembly, place of
rr) Restaurants & Lounges
ss) Retail Stores, Sales, Display Rooms & Shops
tt) Schools – Private
uu) Schools – Public
vv) Service stations
ww) Signs
xx) Trailer sales and service
yy) Warehouse discount stores/superstores
zz) Wholesaling, exclusive of manufacturing
aaa) Nursery Schools and Day Care Centers

3. Uses Permitted by Special Review

a) Single-Family Detached Dwellings
b) Accessory Dwelling units (ADUs)
c) Construction-related businesses
d) Kennels & other canine related Facilities (commercial or private)

4. Accessory uses and building - Refer to Town of Elizabeth Land Use Code (Regional Commercial)

5. Development Standards

a. **Floor/Area Ratio.** The maximum floor-area ratio for each development tract within the Regional Commercial Planning Area shall not exceed 0.75.

b. **Building Setback: Non-Residential.** The minimum building setback from any public street right-of-way shall be:

Building front	15 feet
Building side	5 feet
Building side	10 feet from local street
Building rear	10 feet

- Any commercial development along Highway 86 shall have a minimum setback of 50 feet
- Any commercial development must incorporate the Town of Elizabeth's Design Guidelines

c. **Residential Components:**
For residential components within Regional Commercial (RC) zoning, the average density, maximum number of dwelling units & building setback standards outlined in the Single-Family (SF) Land Use Category shall apply.

- Any residential component shall have a minimum setback of 50 feet

d. **Building Separation.** The minimum building or structure separation shall be the greater of:
   i) twenty (20) feet or
   ii) shall be governed by the applicable building code.

e. **Building Height.** Buildings or structures in RC Planning Areas are permitted up to 35'.

C. Parks & Open Space (OS)

1. Intent

To provide passive open space uses which will separate, define and protect the development planning areas contained within this Planned Development. Open Space does not include golf courses.

Elizabeth 86 will include a system of trails, including a multi-use trail and secondary pathway along Gold Creek and street sidewalks that will promote pedestrian and bicycle travel in and through the development. Open Space is to be located along the Gold Creek corridor providing convenient access as well as serving as a community focal point that will accommodate a variety of recreational activities including community and regional non-motorized (i.e. pedestrian & bicycle) access. Smaller pocket parks and open spaces will be designed and distributed in the community to be within walking distance for most residents.

Parks, trail corridors and streets will be located and configured to ensure connectivity and promote an overall sense of community in the Elizabeth 86 development. The primary park is identified as PA-13 and has been strategically located to serve as a neighborhood focal point and gathering area. Parks shall provide uses which compliment residential neighborhoods. Parks to include pocket parks and neighborhood parks.

2. Uses Permitted by right

a. Passive recreation uses and open space.
b. Jogging, hiking and/or bicycle trails.
c. Dog Parks
d. Community Gardens
e. Drainage Facilities
f. Picnic shelters.
g. Park recreation uses, including but not limited to the following facilities: baseball diamonds, softball diamonds, soccer fields, tennis courts, volleyball courts, basketball courts, swimming pools, play apparatus, picnic areas, recreation center, and jogging, hiking and/or bicycling trails. Lighting shall be prohibited on sports fields.

3. Development Standards

a. **Building Setback: Street.** The minimum building setback from any public street right-of-way line shall be:

Building front	25 feet
Building side	15 feet
Building rear	25 feet

b. **Building Separation.** The minimum building or structure separation shall be the greater of:
   i) twenty (20) feet or

ii) shall be governed by the applicable building code.

c. **Building Height.** No buildings or structures shall exceed twenty-five (25) feet in height

4. Development Criteria for Parks

a. Pocket Park

(1) Refer to the Town of Elizabeth Land Development Code for parks, trails and open space.

(2) Size: Generally ¼ to ½ acre

(3) Location/Orientation: Centrally located within the residential development and/or easily accessible by residents without the use of vehicles. A 5-10 minute walking distance

(4) Frontage: Required on one, preferred two or more local streets.

(5) Minimum development features and/or amenities: Turf and landscape plantings to provide shade over at least 15% of the area, benches in shade and sun, bike racks and trash receptacles. Optional features: a small shade structure, small playground and/or small scale tot-lot, picnic tables, minimal signage, security lighting.

b. Neighborhood Park

(1) Refer to Town of Elizabeth Land Development Code for parks, trails and open space.

(2) Size: A minimum of 3 acres in size.

(3) Location/Orientation: Within an immediate neighborhood with a ¼ to ½ mile service radius. Neighborhood parks shall serve as an extension of the neighborhood around them. They shall be a social and recreation focal point. Interconnected to trails/sidewalks low-volume streets within walking/biking distance of most users.

(4) Frontage: High visibility to surrounding local streets. On street parking

(5) Minimum development features and/or amenities: 50%/50% split between active and passive recreational uses. Active recreational features may include: a children's playground, unobstructed open play areas for practice or pick-up games and low impact recreation options such as bocce ball and/or horseshoes. Other amenities should include picnic shelters, internal trails, benches, trash receptacles, bike racks, public art, signage and security lighting.

D. Open Space, Trails & Amenities

At minimum, 20% of the site shall be open space. The Development Plan depicts trail including a multi-use trail and secondary pathway along Gold Creek that will promote pedestrian and bicycle travel in and through the development. Trail corridors will be located and configured to ensure connectivity and promote an overall sense of community in the Elizabeth 86 Development.

The PUD Plan indicates trail connections, but the exact locations will be determined in latter phases of the entitlement process. These trail connections include:

1. One regional trail connection bisecting the site through PA-3 & PA-12, connecting Highway 86 to the Ritoro Property – 10' Concrete
2. One open space trail within PA-13 – 6' Crusher Fines
3. One pedestrian crossing over Gold Creek between PA-5 & PA-1 to allow walkability to the RC planning area.

E. Land Use Chart

A. Land Use Item	B. Planning Area Map Number	C. Map Area Code	D. Gross Land Area in Acres	Percentage of Total Land Area	E. Land Use Formula	F. Proposed Maximum Density (In DUs or SF)
1. Flood Plain Areas, Detention Areas & Pond Areas	PA-3	OS/FLD	5.0	5.1%	Regional Trail Corridor - 2.05 acres outside of 100 year flood plain	N/A
	PA-12	OS/FLD	9.1	9.2%	Regional Trail Corridor - 2.50 acres outside of 100 year flood plain	N/A
	PA-2	OS/POND	1.0	1.0%	N/A	N/A
	PA-4	OS/POND	1.0	1.0%	N/A	N/A
	PA-8	OS/POND	1.5	1.5%	N/A	N/A
2. Dedication Areas for Parks, Open Space	PA-10	Conservation Easement	5.0	5.1%	N/A	N/A
	PA-11	OS	0.8	0.8%	N/A	N/A
	PA-13	PK/OS/POND	7.3	7.4%	N/A	N/A
3. Development Areas	PA-1	RC	5.2	5.3%	max 50%	113,256
	PA-5	SF	9.4	9.5%	8 DU/AC	75
	PA-7	SF	6.9	7.0%	8 DU/AC	55
	PA-9	SF	16.1	16.3%	8 DU/AC	129
	PA-14	SF	21.4	21.7%	8 DU/AC	171
		ROW (Total)	8.9	9.0%		
4. Total Map Acreage (Total figures above)			98.5			
5. Applicant's Acreage Listed in Application (Line 4 minus line 5)			98.5			

Note: Any unused residential units could be transferred to the RC Use Area. Residential units in the RC planning area require a Special Use.

* Total number of residential units shall not exceed this quantity. RE: Density Variations under General Provisions

	acres	building coverage sq.ft. or number of units	percent of the project land area
6. Total Retail/Commercial/Office Planning Areas/Mixed Use	5.2	113,256	5%
7. Total SF Areas	53.8	383 *	55%
8. Total Park Areas	7.3		7%
9. Total other open space including trail corridors, greenbelts, and floodplain areas.	23.4		24%
10. Total open space	30.7		31%
11. Total active open space	11.9		12%

GENERAL NOTE:
The overall property has approx. 31% of the property in either Park, Trail Corridors, Ponds, Conservation Easement, or Floodplain areas. A PUD should have a minimum of 20% Open Space, with 10% of that Open Space being active open space (must be usable, excluding floodplains, and utility easements). This proposal includes approximately 12% active open space, those areas are PA-13 - including the existing fishing pond, and also includes the regional trail corridor area in PA-3 & PA-12, outside of the 100-year floodplain.

V. ENFORCEMENT AND ADMINISTRATION

A. Incorporation of Planned Development Master Plan

The plan of development for Elizabeth 86 Development, including the location and boundaries of Planning Areas, the circulation elements, and the densities established by the ELIZABETH 86 DEVELOPMENT PLAN AND GUIDE together with everything shown thereon and all amendments thereto.

B. Effect of Recorded Plan

The approval by Ordinance of the ELIZABETH 86 DEVELOPMENT PLAN AND GUIDE by the Board of Trustees and the recording of such Development Plan and Guide with the Elbert County Clerk and Recorder shall be deemed to be rezoned to a PUD-Planned Unit Development District under Chapter 16 – Article 1 - Zoning of the Elizabeth Municipal Code for the real property described in the Development Plan.

EXHIBIT C

TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

LAND USE APPLICATION

DATE: 04/26/2024

NAME OF PROJECT: ELIZABETH 86 - PUD AMENDMENT #1

NAME OF APPLICANT: JIM MARSHALL

ADDRESS AND LEGAL DESCRIPTION OF PROJECT: HIGHWAY 86 AND HINDS STREET

Please check the appropriate item(s):

X REZONE	___PLAT	___USE BY SPECIAL REVIEW
X PUD (planned unit development)	___MINOR PLAT/REPLAT	___ANNEXATION
___VARIANCE	___SUBDIVISON	___MINOR SUBDIVISION
___SITE PLAN	___OTHER	

PRESENT ZONING: PUD / CMU (COMMERCIAL MIXED-USE) AREA IN ACRES: AMENDED AREA = 5.2 ACRES TOTAL PUD = 98.5 ACRES

PROPOSED ZONING: PUD / RC (REGIONAL COMMERCIAL) PRESENT USE: ___

PROPOSED # OF LOTS (if applicable): ___

PROPOSED GROSS FLOOR AREA (if applicable): ___

ERIN KATHLEEN FULLER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234018871
MY COMISSION EXPIRES 05/19/2027

***PROPERTY OWNER**

NAME: ELIZABETH 86 INVESTMENTS, LLC

ADDRESS: [redacted]

TELEPHONE #: [redacted]

EMAIL: [redacted]

Jery Warren

SIGNATURE OF OWNER JERY WARREN

SIGNATURE OF OWNER

APPLICANT REPRESENTATIVE

NAME: E86 J.V., LLC

ADDRESS: [redacted]

TELEPHONE #: [redacted]

EMAIL: [redacted]

SIGNATURE OF APPLICANT JAMES MARSHALL

SIGNATURE OF APPLICANT

***(OWNERS SIGNATURE NEEDS TO BE NOTARIZED)**

Subscribed and sworn to be before me this 8 day of May, 2024

My commission expires

5/19/27

Erin Fuller

Notary

May 16th, 2024

Alexandra Cramer
Planning / Project Manager
Community Development Department
Elizabeth, CO 80107

Ms. Cramer,

On behalf of Elizabeth 86 Investments LLC, please accept this letter as the required narrative for Amendment #1 to the E86 / Legacy Village PUD.

This amendment proposes converting the land use in PA-1 from its existing CMU (Commercial Mixed-Use) to RC (Regional Commercial) which more closely aligns with the regional commercial uses found along Hwy 86 within Elizabeth.

Provided within this amendment are:

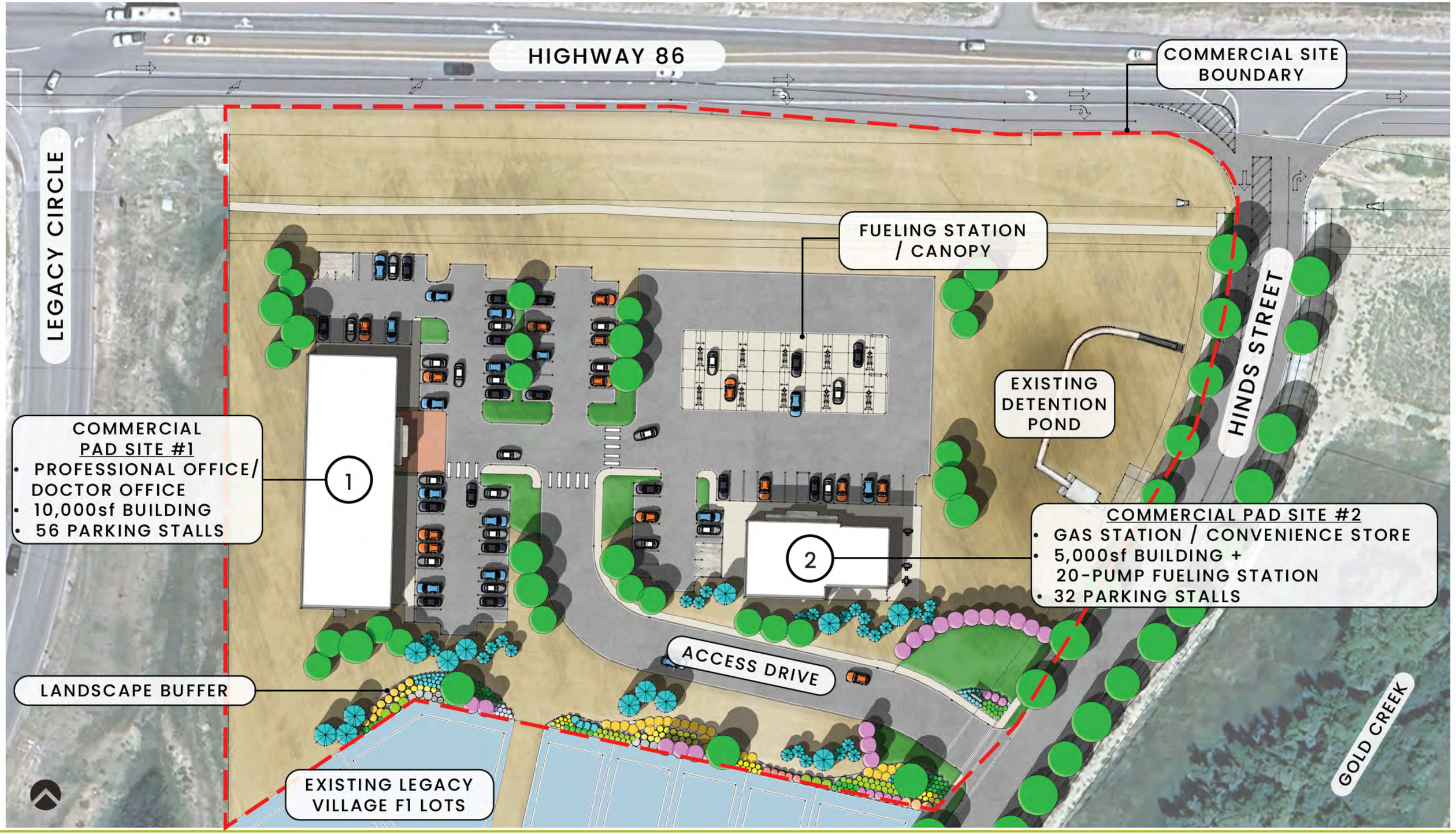
1. Land Use Application
2. Title Work
3. Warranty Deed
4. Amended PUD Maps
5. Amended PUD Guide
6. Updated Traffic Letter
7. Conceptual Commercial Layout Plan

We are excited to move forward with this amendment and would like to thank you for your time in reviewing this submittal.

Sincerely,

Garrett Graham

Garrett Graham – PCS Group, Inc
[redacted]



E86 | Legacy Village - Commercial Corner Elizabeth, Colorado

Conceptual Site Plan, 05/08/2024

pcs group

LSC TRANSPORTATION CONSULTANTS, INC.

[redacted]

TRANSPORTATION
CONSULTANTS, INC.

May 8, 2024

Mr. Jim Marshall
E 86 JV
[redacted]

Re: Legacy Ridge
PUD Amendment
Elizabeth, CO
LSC #240330

Dear Mr. Marshall:

In response to your request, LSC Transportation Consultants, Inc. has prepared this trip generation letter for the proposed Legacy Ridge PUD Amendment in Elizabeth, Colorado. This site was previously studied in the August, 2021 *Legacy Village (E-86) Traffic Impact Analysis* (2021 TIA) by LSC. Table 2 from the 2021 TIA is attached for reference.

LAND USE AND ACCESS

The commercial portion of the site is currently proposed to include about 5,000 square feet of general office space, about 5,000 square feet of medical office space, and a convenience store/ gas station with 20 fueling positions. Right-in/right-out access exists to SH 86 via Hinds Street. The amendment proposes to open the right-in/right-out SH 86 up to full movement to allow future signalization. This will require an updated traffic study, access permit, and coordination with CDOT on future traffic signal warrants.

TRIP GENERATION

Table 1 shows the estimated average weekday, morning peak-hour, and afternoon peak-hour trip generation for the proposed site based on the rates from *Trip Generation, 10th Edition, 2017* by the Institute of Transportation Engineers (ITE) for the proposed land use.

The currently proposed land use is projected to generate about 5,377 vehicle-trips on the average weekday, with about half entering and half exiting during a 24-hour period. During the morning peak-hour, which generally occurs for one hour between 6:30 and 8:30 a.m., about 289 vehicles would enter and about 274 vehicles would exit the site. During the afternoon peak-hour, which generally occurs for one hour between 4:00 and 6:00 p.m., about 235 vehicles would enter and about 248 vehicles would exit. These estimates are expected to be reduced due to passby trips as shown in Table 1.

The site is projected to generate about 644 additional primary vehicle-trips on the average weekday, with about half entering and half exiting during a 24-hour period. During the mor-

ning peak-hour, which generally occurs for one hour between 6:30 and 8:30 a.m., about 95 additional primary trips would enter and about 90 additional primary trips would exit the site. During the afternoon peak-hour, which generally occurs for one hour between 4:00 and 6:00 p.m., about 26 additional primary trips would enter and about 32 additional primary trips would exit.

CONCLUSIONS

The impact of the Legacy Ridge PUD Amendment will have a higher trip generation potential than assumed in the 2021 TIA. An updated traffic study, access permit application, and coordination with CDOT on future signalization will be needed both to increase the allowable trip generation and to allow the existing right-in/right-out access (via Hinds Street) to be converted to full movement.

* * * * *

We trust our findings will assist you in gaining approval of the proposed Legacy Ridge PUD Amendment development. Please contact me if you have any questions or need further assistance.

Sincerely,

LSC TRANSPORTATION CONSULTANTS, INC.

By_____
Christopher S. McGranahan, P.E.
Principal/President

CSM/wc

Enclosures: Table 2 from 2021 TIA
Table 1

W:\LSC\Projects\2024\240330-LegacyRidgePUD_Amendment\Report\LegacyRidgePUD_Amendment-050824.wpd

Table 2
ESTIMATED TRAFFIC GENERATION
Legacy Village (E-86)
Elizabeth, CO
LSC #190500; August, 2021

		Trip Generation Rates [1]					Vehicle-Trips Generated				
		Average	AM Peak-Hour		PM Peak-Hour		Average	AM Peak-Hour		PM Peak-Hour	
Trip Generating Category	Quantity	Weekday	In	Out	In	Out	Weekday	In	Out	In	Out
CURRENTLY PROPOSED LAND USE - RIRO ACCESS TO SH 86											
Phase 1 - 2025											
Single-Family Housing [2]	123 DU [3]	9.44	0.185	0.555	0.624	0.366	1,161	23	68	77	45
Phase 2 - 2025											
Single-Family Housing	103 DU	9.44	0.185	0.555	0.624	0.366	972	19	57	64	38
					Sub-Total Phases 1 and 2 (2025) =		***2,133***	***42***	***125***	***141***	***83***
FUTURE PROPOSED LAND USE - FULL MOVEMENT ACCESS TO SH 86											
Phase 3 - 2027											
Commercial [4]	45 KSF [5]	37.75	0.583	0.357	1.829	1.981	1,699	26	16	82	89
					Total =		**3,832**	**68**	**141**	**223**	**172**

Notes:
(1) Source: *Trip Generation*, Institute of Transportation Engineers, 10th Edition, 2017.
(2) ITE Land Use No. 210 - Single-Family Detached Housing
(3) DU = dwelling units
(4) ITE Land Use No. 820 - Shopping Center
(5) KSF = 1,000 square feet

Table 1
ESTIMATED TRAFFIC GENERATION
Legacy Ridge PUD Amendment
Elizabeth, CO
LSC #240330; May, 2024

		Trip Generation Rates [1]					Vehicle-Trips Generated				
		Average	AM Peak-Hour		PM Peak-Hour		Average	AM Peak-Hour		PM Peak-Hour	
Trip Generating Category	Quantity	Weekday	In	Out	In	Out	Weekday	In	Out	In	Out
PREVIOUSLY ASSUMED LAND USE (August, 2021 *Legacy Village (E-86) TIA* by LSC)											
Commercial [2]	45 KSF [3]	37.75	0.583	0.357	1.829	1.981	1,699	26	16	82	89
CURRENTLY PROPOSED LAND USE											
General Office [4]	5.0 KSF [3]	10.84	1.338	0.182	0.245	1.195	54	7	1	1	6
Medical Office [5]	5.0 KSF	36.00	2.449	0.651	1.179	2.751	180	12	3	6	14
Gas Station [6]	20.0 FP [7]	257.13	13.520	13.520	11.380	11.380	5,143	270	270	228	228
						Total =	**5,377**	**289**	**274**	**235**	**248**
						Passby Trips [8] =	3,034	168	168	127	127
						Primary Trips =	**2,343**	**121**	**106**	**108**	**121**
						Net Increase in Primary Trips =	**644**	**95**	**90**	**26**	**32**
								AM = 185		**PM = 58**	

Notes:

(1) Source: *Trip Generation*, Institute of Transportation Engineers, 11th Edition, 2021
(2) Based on E-86 TIA
(3) KSF = 1,000 square feet
(4) ITE Land Use No. 710 - General Office Bulding
(5) ITE Land Use No. 720 - Medical-Dental Office Building
(6) ITE Land Use No. 945 - Convenience Store/Gas Station
(7) FP = Fueling Positions
(8) Passby trips are assumed to be 59% for daily trips, 62% for morning peak-hour trips, and 56% for afternoon peak-hour trips based on the *Trip Generation Handbook*, 3rd Edition.

→ 16.00

480877 12/28/2006 03:10P B690 P582 SWD
1 of 3 R 16.00 D 0.00 Elbert County

SPECIAL WARRANTY DEED

RERECORDED TO CORRECT LEGAL DESCRIPTION

THIS DEED, made as of December 28, 2006, between GOLD CREEK WATER, LLC, a Colorado limited liability company, grantor, and ELIZABETH 86 WATER LLC, a Colorado limited liability company, whose address is [redacted]

WITNESSETH, that the grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto the grantee, its successors and assigns forever, all the real property, together with all improvements, if any, situate, lying and being in the County of Elbert, and State of Colorado, described as follows:

See Exhibit A attached hereto and incorporated herein by this reference

also known by street and number as: vacant land -- no address assigned;

TOGETHER WITH all minerals and mineral rights under or with respect to the Property owned by Grantor, if any, including, but not limited to, coal, oil, gas and associated liquid hydrocarbons, coal gas, coalbed methane, nitrogen, carbon dioxide, helium and all natural gasses, appurtenant to and underlying the Property and other elements or matter below the surface of the Property;

TOGETHER WITH all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee, its heirs and assigns forever. The grantor, for itself, its successors and assigns, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor, excepting from the foregoing warranty any covenants, conditions, restrictions, easements, agreements, or other documents of record.

STATE DOCUMENTARY FEE
Date DEC 28 2006
$ 0.00

486049 06/13/2007 02:29P B695 P709 SWD
1 of 3 R 16.00 D 0.00 Elbert County

{00358688 / 1}

480877 12/28/2006 03:10P B690 P582 SWD
2 of 3 R 16.00 D 0.00 Elbert County

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

GOLD CREEK WATER, LLC,
a Colorado limited liability company

By: MALLARD INVESTMENTS, LLC
a Colorado limited liability company
Its Manager

By: _____
Rodney Atherton, Manager

486049 06/13/2007 02:29P B695 P709 SWD
2 of 3 R 16.00 D 0.00 Elbert County

STATE OF COLORADO)
) ss.
COUNTY OF City & Denver)

The foregoing was acknowledged before me this 28 day of December, 2006, by Rodney Atherton, as Manager of Mallard Investments, LLC, a Colorado limited liability company, as Manager of GOLD CREEK WATER, LLC, a Colorado limited liability company.

My commission expires: 1/29/07

Witness my hand and official seal.

CAROLYN A. HALE NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public

486049 06/13/2007 02:29P B695 P709 SWD
3 of 3 R 16.00 D 0.00 Elbert County

EXHIBIT A

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ELBERT COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST1/4 AND CONSIDERING THE SOUTH LINE OF THE NORTHWEST 1/4 TO BEAR N 89° 21' 49" W WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;
THENCE N 89° 21' 49" W ALONG SAID SOUTH LINE A DISTANCE OF 820.25 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N 89° 21' 49" W ALONG SAID SOUTH LINE A DISTANCE OF 684.70 FEET;
THENCE N 02° 30' 50" W A DISTANCE OF 1323.05 FEET;
THENCE N 89° 16' 42" E A DISTANCE OF 839.07 FEET;
THENCE N 05° 41' 30" W A DISTANCE OF 35.33 FEET;
THENCE S 30° 23' 52" E A DISTANCE OF 40.20 FEET;
THENCE S 25° 08' 36" W A DISTANCE OF 115.96 FEET;
THENCE S 02° 57' 43" W A DISTANCE OF 163.17 FEET;
THENCE S 23° 14' 12" E A DISTANCE OF 124.05 FEET;
THENCE S 10° 00' 54" W A DISTANCE OF 306.95 FEET;
THENCE S 67° 42' 38" E A DISTANCE OF 288.23 FEET;
THENCE S 13° 01' 51" W A DISTANCE OF 130.27 FEET;
THENCE S 08° 28' 28" W A DISTANCE OF 108.55 FEET;
THENCE S 16° 49' 24" W A DISTANCE OF 109.74 FEET;
THENCE S 51° 33' 11" W A DISTANCE OF 179.48 FEET;
THENCE S 46° 10' 13" W A DISTANCE OF 138.62 FEET TO THE POINT OF BEGINNING.
COUNTY OF ELBERT,
STATE OF COLORADO.

Stewart Title Company
10851 S. Crossroads Dr., Suite B
Parker, CO 80134

Fax:

Date: May 15, 2024
File Number: 2328781-IO
Property Address: 2484 State Highway 86, Elizabeth, CO 80107
Buyer/Borrower: Informational Only Commitment

Please direct all Closing inquiries to:

Rikki Peterson
Phone:
Fax:
Email Address: Rikki.Peterson@stewart.com

Informational Only Commitment
Delivery Method: Emailed

Elizabeth 86 Water, LLC, a Colorado limited liability company
Delivery Method: Emailed

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. PLEASE FEEL FREE TO CONTACT THE ESCROW OFFICE AS NOTED ABOVE.

We Appreciate Your Business and Look Forward to Serving You in the Future.

UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

No. 1: Effective date: This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

No. 2A : **Owner's Policy Proposed Insured:** This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

No. 2B : **Loan Policy Proposed Insured:** This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

Charges: Title Premiums, Endorsements and Tax Certificates: These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

No. 3: The estate or interest in the land…: This shows the type of ownership that is going to be insured.

No. 4: **The Title is, at the Commitment Date…:** This shows the name(s) of the current owner(s).

No. 5: **The land referred to in the Commitment…:** This is the 'legal' property description for the real estate you are buying or selling.

SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.

WIRE FRAUD

ALERT

NOTIFICATION:

READ THIS BEFORE YOU WIRE FUNDS

WIRE FRAUD: THE THREAT IS REAL

Buying a home is an exciting time. You've saved, found the perfect home and planned the move. Now, the closing day for your home is just around the corner.

We want to make sure your home purchase doesn't get derailed by a dangerous threat that could keep you from getting the keys, painting walls and decorating. Criminals have stolen money meant for the purchase of homes through malicious wire fraud schemes targeting consumers across the country.

Criminals begin the wire fraud process way before the attempted theft occurs. Most often, they begin with a common social engineering technique called phishing. This can take the form of email messages, website forms or phone calls to fraudulently obtain private information. Through seemingly harmless communication, criminals trick users into inputting their information or clicking a link that allows hackers to steal login and password information.

Once hackers gain access to an email account, they will monitor messages to find someone in the process of buying a home. Hacks can come from various parties involved in a transaction, including real estate agents, attorneys or consumers. Criminals then use the stolen information to email fraudulent wire transfer instructions disguised to appear as if they came from a professional you're working with to purchase a home. If you receive an email with wiring instructions, don't respond. Email is not a secure way to send financial information. If you take the bait, your money could be gone in minutes.

What can I do to protect myself?

Despite efforts by the title industry and others to educate consumers about the risk, homebuyers continue to be targeted. Here are some tips on what you can do to protect yourself and/or your clients:

1. **If requested**, wiring instructions will be provided via an encrypted email.
2. **Call, don't email**: Confirm all wiring instructions by phone before transferring funds. Use the phone number from the title company's website or a business card.
3. **Be suspicious**: It's not common for title companies to change wiring instructions and payment info
4. **Confirm it all**: Ask your bank to confirm not just the account number but also the name on the account before sending a wire. The name on the account should state Stewart Title Company Escrow Account.
5. **Verify immediately**: You should call the title company or real estate agent to validate that the funds were received. Detecting that you sent the money to the wrong account within 24 hours gives you the best chance of recovering your money from the hackers.
6. **Forward, don't reply**: When responding to an email, hit the "forward" button instead of clicking the "reply" button, and then start typing the person's email address. Criminals use email addresses that are very similar to the real one for a company. By typing in email addresses, you will make it easier to discover if a fraudster is after you.

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Authorized Countersignature
Stewart Title Company
10851 S. Crossroads Dr., Suite B
Parker, CO 80134

STEWART TITLE GUARANTY COMPANY INCORPORATED 1908 TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

COMMITMENT CONDITIONS

1. DEFINITIONS

a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

a. the Notice;
b. the Commitment to Issue Policy;
c. the Commitment Conditions;
d. Schedule A;
e. Schedule B, Part I - Requirements;
f. Schedule B, Part II - Exceptions; and
g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

5. LIMITATIONS OF LIABILITY

a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
   i. comply with the Schedule B, Part I - Requirements;
   ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
   iii. acquire the Title or create the Mortgage covered by this Commitment.

b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

e. The Company is not liable for the content of the Transaction Identification Data, if any.

f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.

g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is $2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent:	Stewart Title Company
Issuing Office:	10851 S. Crossroads Dr., Suite B, Parker, CO 80134
Issuing Office's ALTA® Registry ID:	
Loan ID Number:	
[redacted]r:	[redacted]
Property Address:	2484 State Highway 86, Elizabeth, CO 80107
Revision Number:	

1. **Commitment Date:** May 7, 2024 at 8:00AM

2. **Policy to be issued:** **Proposed Amount of Insurance**

   (a) 2021 ALTA® Owner's Policy
   Proposed Insured: Informational Only Commitment

   (b) ALTA® Loan Policy
   Proposed Insured:

3. **The estate or interest in the Land at the Commitment Date is:**

   FEE SIMPLE

4. **The Title is, at the Commitment Date, vested in:**

   Elizabeth 86 Water, LLC, a Colorado limited liability company

5. **The Land is described as follows:**

   See Exhibit "A" Attached Hereto

STEWART TITLE GUARANTY COMPANY

Emily Rank
Authorized Countersignature

STATEMENT OF CHARGES
These charges are due and payable before a policy can be issued:

Informational Only Commitment Fee	$750.00

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2328781-IO

Tract A, LEGACY VILLAGE SUBDIVISION FILING NO. 1, County of Elbert, State of Colorado.

For Informational Purposes Only: 2484 State Highway 86, Elizabeth, CO 80107

APN: R123407, 8513205001

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2328781-IO

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance and does not warrant, or otherwise insure any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. This Company's sole liability for any error(s) relating to this product is limited to the amount that was paid for this product.

   FOR INFORMATIONAL PURPOSES ONLY:

   24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

   Warranty Deed recorded June 13, 2007, in Book 695 at Page 709 as Reception No. 486049. Warranty Deed recorded December 28, 2006, in Book 690 at Page 582 as Reception No. 480877.

   NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2328781-IO

Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

2. Rights or claims of parties in possession, not shown by the public records.

3. Easements, or claims of easements, not shown by the public records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.

5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.

7. Water rights, claims or title to water.

8. Any and all unpaid taxes and assessments and any unredeemed tax sales.

9. Reservation of right of proprietor of any penetrating vein or lode to extract his ore, in U.S. Patent recorded January 1, 1874 in Book 1 at Page 285 as Reception No. 010285.

10. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for any ditches or canals constructed by authority of the United States, in U.S. Patent recorded January 1, 1903 in Book 23 at Page 456 as Reception No. 015949.

11. Right of way and easement to Plateau Natural Gas Company to construct, operate, maintain, repair and so forth, together with the right of ingress and egress for such purposes, a pipeline for the transportation of gas recorded March 6, 1963 in Book 251 at Page 193 as Reception No. 175427. Conveyed to Northern Natural Gaas Company be instrument recorded March 25, 1970 in Book 271 at Page 451.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

12. Terms, agreements, provisions, conditions and obligations as contained in Resolution Approving SP10-0023 Elizabeth 86 Residential Metropolitan District recorded September 22, 2010 in Book 721 at Page 744 as Reception No. 512389.

13. Terms, agreements, provisions, conditions and obligations as contained in Resolution Approving SP10-0024 Elizabeth 86 Commercial Metropolitan District recorded September 22, 2010 in Book 721 at Page 745 as Reception No. 512390.

14. Terms, agreements, provisions, conditions and obligations as contained in Temporary Construction Easement recorded December 6, 2016 at Reception No. 564389. Ratification thereof recorded May 4, 2017 at Reception No. 569112.

15. Terms, agreements, provisions, conditions and obligations as contained in Easement Agreement (Drainage) recorded December 6, 2016 in Book 773 at Page 203 as Reception No. 564390. Ratification thereof recorded May 24, 2017 in Book 777 at Page 886 as Reception No. 569114.

16. Resolution 18R51 recorded September 26, 2018 in Book 789 at Page 627 as Reception No. 580816. Resolution 21R04 recorded February 1, 2021in Book 812 at Page 717.

17. Water Rights Deed recorded January 7, 2020 in Book 800 at Page 470 as Reception No. 591781.

18. All matters shown on the plat of Legacy Village Filing No. 1 recorded November 10, 2021 as Reception No. 613908.

19. Subdivision Agreement recorded November 10, 2021 in Book 822 at Page 354 as Reception No. 613911.

20. Any loss or damage arising from the fact that the fence lines on or near the perimeter of subject property do not necessarily coincide with the exact property lines.

21. Right of Way for Gold Creek over subject property.

22. Existing unrecorded leases, if any.

23. Deed of Trust executed by Elizabeth 86 Water, LLC, et al., to the Public Trustee, to secure an indebtedness of $2,940,000.00 in favor of Redstone Bank recorded October 31, 2017 as Reception No. 573270, and any modifications thereto.

24. Declaration of Covenants, Conditions and Restrictions for Legacy Village recorded May 8, 2023 at Reception No. 626613.

25. Declaration of Design Covenants, Conditions and Restrictions for Legacy Village recorded May 8, 2023 at Reception No. 626614.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

SELLERS: Elizabeth 86 Water, LLC, a Colorado limited liability company

BUYERS: Informational Only Commitment

PROPERTY: 2484 State Highway 86, Elizabeth, CO 80107

DATE: _____, 2024

DISCLOSURE REGARDING FUNDS FOR CLOSING

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.

AFFILIATED BUSINESS DISCLOSURE

This is to give you notice that Rocky Mountain Recording Services has a business relationship with Stewart Title Company and its affiliated and subsidiary companies. Stewart Title Company and Rocky Mountain Recording Services share common ownership. Stewart Title Company is wholly owned by Stewart Title Guaranty Company which shares the same parent company as Rocky Mountain Recording Services. Because of this relationship, this referral may provide Rocky Mountain Recording Services and Stewart a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the above provider as a condition for settlement of this transaction on the above referenced property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Colorado Recording Fee Schedule

Processing/Verification Fee:
Per Escrow File ……$30.00

E-Recording Fee:
Per Document……$7.00

Government Recording Fees:
Per Document Fees
1st Page ……. $13.00

Each Additional Page……... $ 5.00

DISCLOSURES

File No.: 2328781-IO

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Stewart Title Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 1 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph M requires that every title entity shall notify in writing that

Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 5 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled Mechanic's and Materialmen's Liens.
D. The Company must receive payment of the appropriate premium.
E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

a. That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
b. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

Notice of Availability of a Closing Protection Letter: Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

STEWART INFORMATION SERVICES CORPORATION
GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.

2. Demographic Information: Marital status, gender, date of birth.

3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Effective Date: January 1, 2020
Updated: August 24, 2023

STEWART INFORMATION SERVICES CORPORATION
PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice ("**CCPA Notice"). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

A. Identifiers. A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.

B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

D. Commercial information. Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

E. Internet or other similar network activity. Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.

F. Geolocation data

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

a. To fulfill or meet the reason for which the information is provided.
b. To provide, support, personalize, and develop our website, products, and services.
c. To create, maintain, customize, and secure your account with Stewart.
d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
e. To prevent and/or process claims.
f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
l. Auditing for compliance with federal and state laws, rules, and regulations.
m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
b. Affiliated Companies.
c. Parties involved in litigation and attorneys, as required by law.
d. Financial rating organizations, rating bureaus and trade associations.
e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Internet or other similar network activity
Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at **OptOut@stewart.com**; or

2. Visiting **https://www.stewart.com/en/quick-links/ccpa-request.html**

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.

- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

https://www.stewart.com/en/privacy.html

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

URGENT WARNING ABOUT WIRE FRAUD AND WIRING INSTRUCTIONS

- PROTECT YOURSELF

Think of the large amounts of money changing hands as part of your real estate transaction. This makes you a target for criminals who send emails to home buyers and sellers and their real estate or mortgage brokers with false wiring instructions. Instead of your money being sent to the proper account, it ends up in the fraudster's account.

If a third party sends you false information and you wire your money to the account they provide, it is likely you may never recover the money. The money is just gone.

How do you avoid being scammed?

- To ensure receiving or sending wiring instructions in the safest manner possible, they should be obtained or delivered in person or from an initial order package you received or in the mail from your Stewart Title Company representative.
- Before wiring funds, always call and speak with your Stewart Title Company representative to verify instructions using the contact information you received in your initial order package or in person.
- Never rely on email for wiring instructions as accounts can be faked or hacked and messages can be intercepted.
- If at any point during a transaction you receive changes to the wiring instructions you have been provided, this is a huge red flag. Immediately call your Stewart Title Company representative for verification. Always use a verified telephone number -never the number in the email with the wiring instructions.

EXHIBIT D

REFERRAL RESPONSE SUMMARY REPORT

Date: June 19th, 2024

To: Garrett Graham, Senior Associate, PCS Group, Inc

From: Alexandra Cramer, Planner/Project Manager

Subject: Proposed amendment to the E-86 PUD to rezone a 5.2-acre parcel from the Commercial Mixed-Use (CMU) District to the Regional Commercial (RC) District

---

Please see the following summary of review comments from Town staff/consultants and external reviewing agencies for your PUD Amendment/Rezone submittal. If you have questions about any comment, please do not hesitate to reach out to the reviewer who made the comment. You may also contact me at [redacted] or via email at [redacted] if you have any questions.

TOWN REVIEW COMMENTS

Town of Elizabeth Community Development

- The proposed rezoning to the Regional Commercial (RC) District is a logical and compatible progression for the site.
- The RC zoning designation resonates with the existing commercial character of the area, particularly the adjacent commercial properties to the west of the site and capitalizes on the site's visibility and accessibility from Highway 86.
- While the RC zoning aligns with the site's prime Highway 86 location, the applicant should carefully evaluate the proposed commercial uses and mitigate potential impacts on the residential properties to the south.

Terracina Design (Civil Engineering):

- Engineering has no comments relative to this PUD amendment.

Elizabeth Public Works:

- No issues.
- Please Note: A Grease Interceptor will need to be provided if there is any food preparation within the convenience store per the Town of Elizabeth Water and Sewer Standards.

EXTERNAL REFERRAL AGENCY COMMENTS:

CORE Electric Cooperative:

- CORE Electric Cooperative approves the Rezone.

▪ PO Box 159, 151 S. Banner Street ▪ Elizabeth, Colorado 80107 ▪ (303) 646-4166 ▪ Fax: (303) 646-9434 ▪ *www.townofelizabeth.org*

Black Hills Energy

- Black Hills has no issues. Please try to give us a 10 Utility easement to run gas lines to property if needed.

Stolfus & Associates:

- The Land Use Chart in the PUD Guide permits a maximum density of 169,884 square feet for PA-1. For consistency, it is requested that this value be revised to reflect the E-86 Commercial Concept submitted as part of the PUD Amendment Submittal. Comment Resolved 6/27/24
- As summarized in the following, additional information will be required prior to approval of Preliminary Plan/Plat:
    - The proposed change from MUC to RC will result in approximately 3x the number of trips previously estimated. An updated traffic impact study will be required that identifies the scope of highway improvements needed at the Hines Street / CO-86 intersection, including highway widening, auxiliary lanes and traffic signalization to accommodate the projected traffic assuming a full-movement access configuration.
    - The traffic impact study will need to identify any proposed variances from State Highway Access Code requirements at the full-movement access and provide a traffic signal warrant analysis.
    - It is recommended that the Applicant's traffic engineer attend a traffic study scoping meeting with the Town and CDOT prior to completing the study.
    - Subject to the Town's concurrence, a new state highway access permit application will be required to improve the Hines Street / C-86 intersection from Interim RIRO to a full movement access point.
    - Consistent with the attached summary, a modification of the CO-86 Access Control Plan is necessary in conjunction with signalization of the Hines Street access point.

Elizabeth Fire Protection District:

- The fire district does not have an issue with the property converting from CMU to RC. Site and building plans will need to be submitted to the District for review. At that time the plans will be evaluated for access and water supply requirements in compliance with the 2018 International Fire Code.
- Impact fees will be collected before issuance of the building permit.

SAFEbuilt:

- Proposed gas station and office building will be fully reviewed for code compliance when submitted.
- Project will be 2018 IBC, IMC, IPC, and adopted Electrical code.
- Accessibility will be reviewed when project is submitted.

Elizabeth Police Department

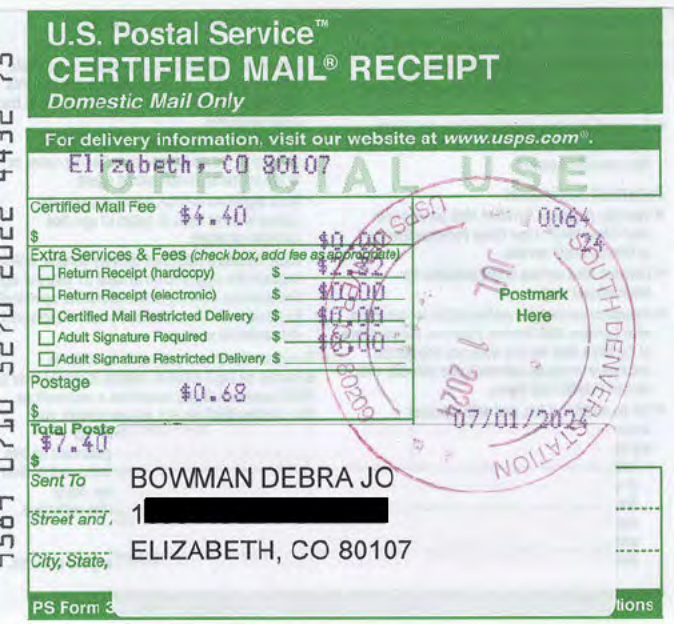
No issues from the PD.

▪ PO Box 159, 151 S. Banner Street ▪ Elizabeth, Colorado 80107 ▪ (303) 646-4166 ▪ Fax: (303) 646-9434 ▪ *www.townofelizabeth.org*

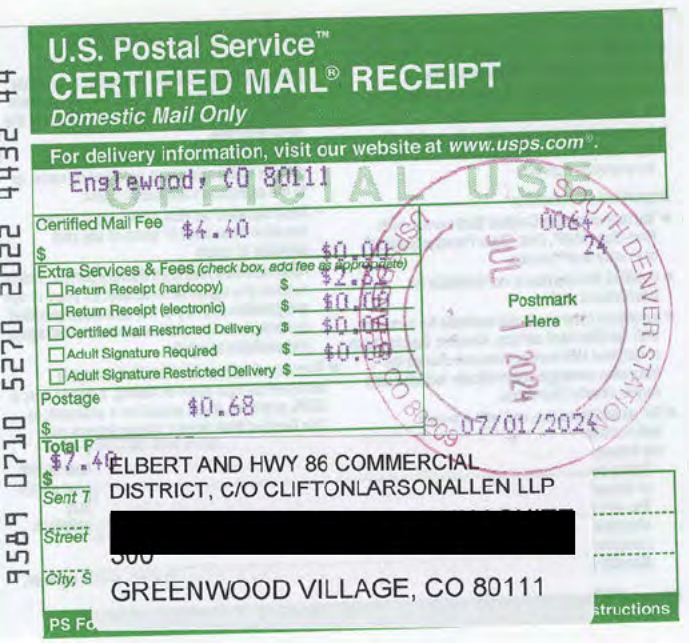
EXHIBIT E

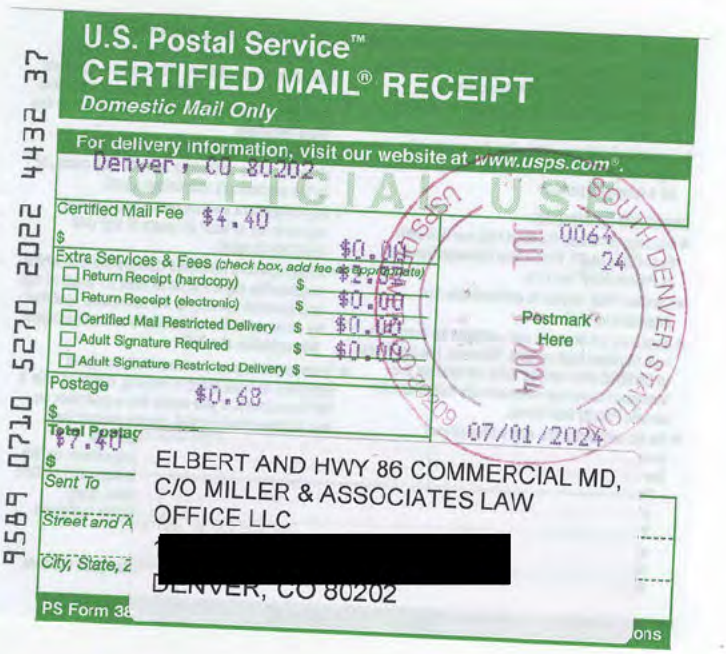
U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Memphis, TN 38103
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $2.32
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage $7.40
Sent To AUTOZONE PARTS INC
Street and [redacted]8
City, State, MEMPHIS, TN 38103
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions
9589 0710 5270 2022 4432 82
JUL 1 2024 SOUTH DENVER STATION USPS DENVER, CO 80209 0064 24
07/01/2024

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Certified Mail Fee
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage
Total Postage
Sent To ELBERT AND HIGHWAY 86 METROPOLITAN DISTRICT, C/O C/O WALKER SCHOOLER DISTRICT MANAGERS
Street and [redacted]
City, State COLORADO SPRINGS, CO 80903
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions
9589 0710 5270 2022 4432 51
JUL 1 2024 SOUTH DENVER STATION USPS DENVER, CO 80209
Postmark Here


U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Elizabeth, CO 80107
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $2.32
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage $7.40
Sent To BOWMAN DEBRA JO
Street and [redacted]
City, State, ELIZABETH, CO 80107
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions
9589 0710 5270 2022 4432 75
JUL 1 2024 SOUTH DENVER STATION USPS DENVER, CO 80209 0064 24
07/01/2024

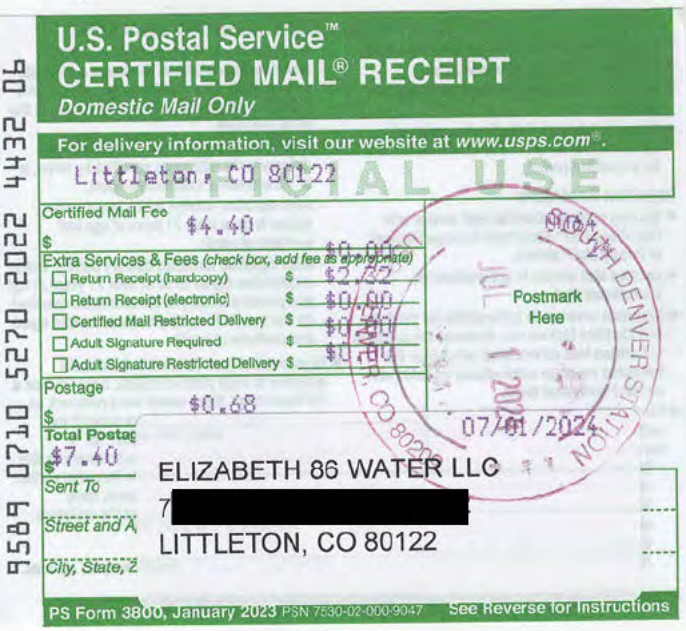
U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Elizabeth, CO 80107
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $2.32
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $0.00
Postage $0.68
Total Postage $7.40
Sent To COKER LAUREN MICHELLE
Street and [redacted]
City, State, ELIZABETH, CO 80107
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions
9589 0710 5270 2022 4432 68
JUL 1 2024 SOUTH DENVER STATION USPS DENVER, CO 80209 0064 24
07/01/2024
Postmark Here


U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Englewood, CO 80111
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $2.32
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage $7.40
Sent To ELBERT AND HWY 86 COMMERCIAL DISTRICT, C/O CLIFTONLARSONALLEN LLP
Street [redacted]
City, S GREENWOOD VILLAGE, CO 80111
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions
9589 0710 5270 2022 4432 44
JUL 1 2024 SOUTH DENVER STATION USPS DENVER, CO 80209 0064 24
07/01/2024
Postmark Here


U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Denver, CO 80202
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $2.32
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage $7.40
Sent To ELBERT AND HWY 86 COMMERCIAL MD, C/O MILLER & ASSOCIATES LAW OFFICE LLC
Street and [redacted]
City, State, DENVER, CO 80202
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions
9589 0710 5270 2022 4432 37
JUL 1 2024 SOUTH DENVER STATION USPS DENVER, CO 80209 0064 24
07/01/2024
Postmark Here

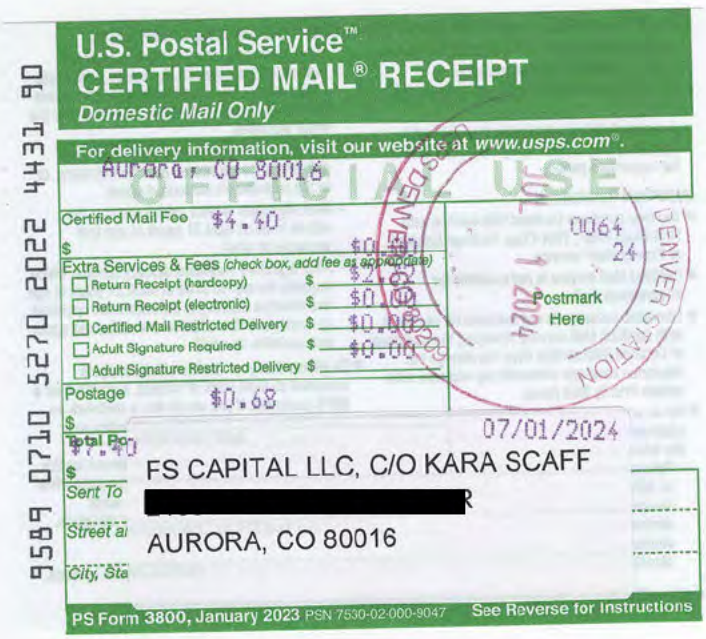
U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Littleton, CO 80122
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $2.32
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage $7.40
Sent To ELIZABETH 86 INVESTMENTS LLC
Street and [redacted]
City, State, LITTLETON, CO 80122
PS Form
9589 0710 5270 2022 4432 20
OFFICIAL USE
Postmark Here
JUL 1 2024
07/01/2024
SOUTH DENVER STATION

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Littleton, CO 80127
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $2.32
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage $7.40
Sent To ELIZABETH 86 WATER LLC
Street and [redacted]
City, State, LITTLETON, CO 80127
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions
9589 0710 5270 2022 4432 13
OFFICIAL USE
Postmark Here
JUL 1 2024
07/01/2024
SOUTH DENVER STATION


U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Littleton, CO 80122
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $2.32
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage $7.40
Sent To ELIZABETH 86 WATER LLC
Street and [redacted]
City, State, LITTLETON, CO 80122
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions
9589 0710 5270 2022 4432 06
OFFICIAL USE
Postmark Here
JUL 1 2024
07/01/2024
SOUTH DENVER STATION

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Elizabeth, CO 80107
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $2.32
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage $7.40
Sent To HERNANDEZ RICARDO JR
Street and [redacted]
City, State ELIZABETH, CO 80107
PS Form
9589 0710 5270 2022 4431 76
OFFICIAL USE
Postmark Here
JUL 1 2024
07/01/2024
SOUTH DENVER STATION

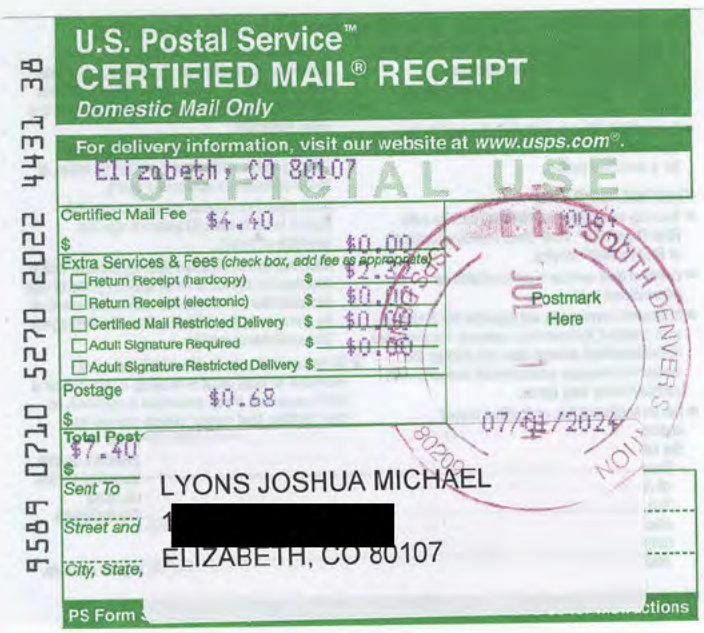
U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Elizabeth, CO 80107
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $2.32
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage $7.40
Sent To JACOBSON JAMES M III
Street and [redacted]
City, State ELIZABETH, CO 80107
PS Form
9589 0710 5270 2022 4431 69
OFFICIAL USE
Postmark Here
JUL 1 2024
07/01/2024
SOUTH DENVER STATION


U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Aurora, CO 80016
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $2.32
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage $7.40
Sent To FS CAPITAL LLC, C/O KARA SCAFF
Street and [redacted]
City, State AURORA, CO 80016
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions
9589 0710 5270 2022 4431 90
OFFICIAL USE
Postmark Here
JUL 1 2024
07/01/2024
SOUTH DENVER STATION

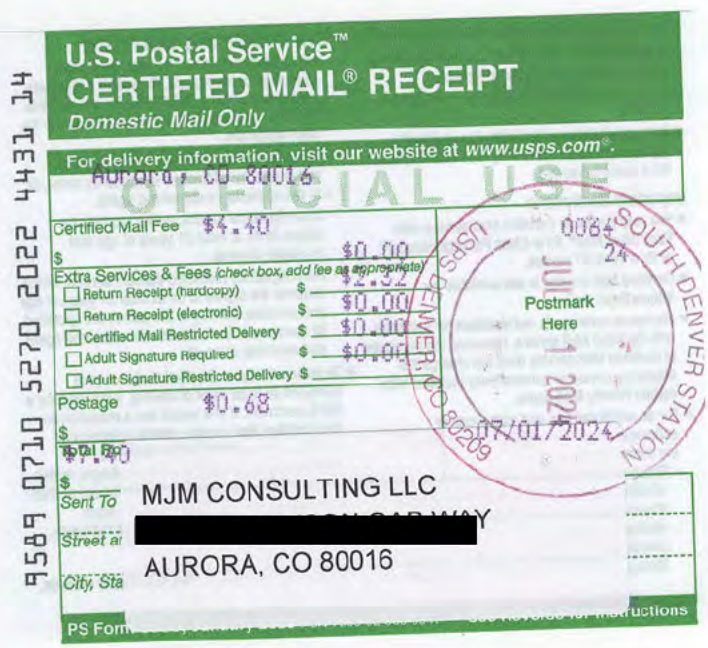
U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Elizabeth, CO 80107
OFFICIAL USE
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $1.00
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage and Fees $8.73
Sent To GALLAGHER VAUGHN C
Street and [redacted]
City, State, ELIZABETH, CO 80107
PS Form
0064 24
USPS DENVER, CO 80209
SOUTH DENVER STATION
JUL 1 2024
Postmark Here
07/01/2024
9589 0710 5270 2022 4431 83

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Elizabeth, CO 80107
OFFICIAL USE
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $2.32
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage and Fees $7.40
Sent To LEFT HOOK LLC
Street and [redacted]
City, State, ELIZABETH, CO 80107
PS Form
0064 24
USPS DENVER, CO 80209
SOUTH DENVER STATION
Postmark Here
07/01/2024
9589 0710 5270 2022 4431 52

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Englewood, CO 80112
OFFICIAL USE
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $2.32
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage and Fees $7.40
Sent To LENNAR COLORADO LLC
Street and [redacted]
City, State, ENGLEWOOD, CO 80112
PS Form
0064 24
USPS DENVER, CO 80209
SOUTH DENVER STATION
JUL 1 2024
Postmark Here
07/01/2024
9589 0710 5270 2022 4431 45


U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Elizabeth, CO 80107
OFFICIAL USE
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $2.32
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage and Fees $7.40
Sent To LYONS JOSHUA MICHAEL
Street and [redacted]
City, State, ELIZABETH, CO 80107
PS Form
0064 24
USPS DENVER, CO 80209
SOUTH DENVER STATION
JUL 1 2024
Postmark Here
07/01/2024
9589 0710 5270 2022 4431 38

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Elizabeth, CO 80107
OFFICIAL USE
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $2.32
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage and Fees $7.40
Sent To MARTIN PAYTON RUSSEL
Street and [redacted]
City, State, ELIZABETH, CO 80107
PS Form
0064 24
USPS DENVER, CO 80209
SOUTH DENVER STATION
JUL 1 2024
Postmark Here
07/01/2024
9589 0710 5270 2022 4431 21


U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Aurora, CO 80016
OFFICIAL USE
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $2.32
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage and Fees $7.40
Sent To MJM CONSULTING LLC
Street and [redacted]
City, State, AURORA, CO 80016
PS Form
0064 24
USPS DENVER, CO 80209
SOUTH DENVER STATION
JUL 1 2024
Postmark Here
07/01/2024
9589 0710 5270 2022 4431 14

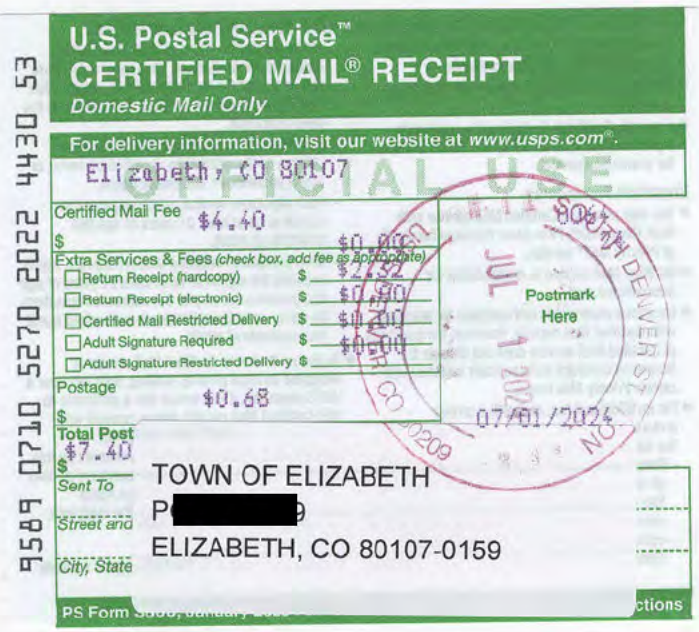
U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Denver, CO 80220
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $2.52
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage and Fees $7.40
Sent To MOUTZOURIS PETE J
Street and Apt. [redacted]
City, State, ZIP DENVER, CO 80220
PS Form 3800
9589 0710 5270 2022 4431 07
JUL 01 2024
07/01/2024
SOUTH DENVER STATION
DENVER, CO 80209
Postmark Here

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Elizabeth, CO 80107
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $2.52
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage and Fees $7.40
Sent To MUJICA ALEXANDRA BRYNN
Street and Apt. [redacted]
City, State, ZIP ELIZABETH, CO 80107
PS Form 3800
9589 0710 5270 2022 4430 84
JUL 01 2024
07/01/2024
SOUTH DENVER STATION
DENVER, CO 80209
Postmark Here

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Denver, CO 80206
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $2.52
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage and Fees $7.40
Sent To NA ELIZABETH LLC
Street and Apt. [redacted]
City, State, ZIP DENVER, CO 80206
PS Form 3800
9589 0710 5270 2022 4430 77
JUL 01 2024
07/01/2024
SOUTH DENVER STATION
DENVER, CO 80209
Postmark Here

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Elizabeth, CO 80107
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $2.52
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage and Fees $7.40
Sent To RINETTI GARRETT ANDREW
Street and Apt. [redacted]
City, State, ZIP ELIZABETH, CO 80107
PS Form 3800
9589 0710 5270 2022 4430 60
JUL 01 2024
07/01/2024
SOUTH DENVER STATION
DENVER, CO 80209
Postmark Here

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Provo, UT 84604
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $2.52
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage and Fees $7.40
Sent To STEPHEN W AND BETTE M GIBSON CHARITABLE REMAINDER UNITRUST
Street and Apt. [redacted]
City, State, ZIP PROVO, UT 84604
PS Form 3800
9589 0710 5270 2022 4430 46
JUL 01 2024
07/01/2024
SOUTH DENVER STATION
DENVER, CO 80209
Postmark Here


U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Elizabeth, CO 80107
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $2.52
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage and Fees $7.40
Sent To TOWN OF ELIZABETH
Street and Apt. P[redacted]
City, State, ZIP ELIZABETH, CO 80107-0159
PS Form 3800
9589 0710 5270 2022 4430 53
JUL 01 2024
07/01/2024
SOUTH DENVER STATION
DENVER, CO 80209
Postmark Here

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Parker, CO 80134
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $2.82
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage and Fees $7.40
Sent To
Street and Apt. No.
City, State, ZIP+4®
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions
9589 0710 5270 2022 4430 39
JUL 1 2024
Postmark Here
07/01/2024
SOUTH DENVER STATION
UNLIMITED LEASING LLP
[redacted]
PARKER, CO 80134

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Elizabeth, CO 80107
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $2.82
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage and Fees $7.40
Sent To
Street and Apt. No.
City, State, ZIP+4®
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions
9589 0710 5270 2022 4430 22
JUL 1 2024
Postmark Here
07/01/2024
SOUTH DENVER STATION
VARRA SHELBY MORGAN
[redacted]
ELIZABETH, CO 80107

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Elizabeth, CO 80107
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $2.82
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Sent To
Street and Apt. No.
City, State, ZIP+4®
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions
9589 0710 5270 2022 4430 45
JUL 1 2024
Postmark Here
07/01/2024
SOUTH DENVER STATION
VIALPANDO ELIZABETH ANN
[redacted]
ELIZABETH, CO 80107

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Scottsdale, AZ 85255
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $2.82
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage and Fees $7.40
Sent To
Street and Apt. No.
City, State, ZIP+4®
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions
9589 0710 5270 2022 4432 99
JUL 1 2024
Postmark Here
07/01/2024
SOUTH DENVER STATION
AG ESSENTIAL HOUSING MULTI STATE TWO LLC
[redacted]
SCOTTSDALE, AZ 85255

SIGN POSTING AFFIDAVIT

The above sign was posted on July 1, 2024 pursuant to the Town of Elizabeth Land Development Code, by Garrett Graham for the E-86 PUD Amendment's Notice of Public Hearings.

GARRETT GRAHAM 07/01/2024

Signature

STATE OF COLORADO)

) §

COUNTY OF Denver)

Subscribed and sworn to before me this 1 day of July, 2024,

by Ann Vargas.

My commission expires: 6/18/2028.

(SEAL)

Notary Public

ANN VARGAS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244023240
MY COMMISSION EXPIRES 06/18/2028

PUBLISHER'S AFFIDAVIT

STATE OF COLORADO)
) ss.
COUNTY OF ELBERT)

I, Nikki Lister, do solemnly affirm that I am the Publisher of RANCHLAND NEWS; that the same is a weekly newspaper published at Simla, County of Elbert, State of Colorado, and has a general circulation therein; that said newspaper has been continuously and uninterruptedly published in said County of Elbert for a period of at least 52 consecutive weeks next prior to the first publication of the annexed notice, that said newspaper is entered in the post office at Calhan, Colorado as second class mail matter and that said newspaper is a newspaper within the meaning of the Act of the General Assembly of the State of Colorado, approved March 30, 1923, and entitled "Legal Notices and Advertisements," with other Acts relating to the printing and publishing of legal notices and advertisements. That the annexed notice was published in the regular and entire issue of said newspaper, once each week for one successive weeks; that the first publication of said notice was in the Issue of said newspaper dated;

July 4, 2024

and the last publication of said notice was in the issue of said newspaper dated;

July 4, 2024

and that copies of each number of said paper in which said notice and/or list was published were delivered by carriers or transmitted by mail to each of the subscribers of said newspaper, Ranchland News, according to the accustomed mode of business in this office.

Nikki Lister

Publisher

The above certificate of publication was subscribed and affirmed to before me, a Notary Public, to be the identical person described in the above certificate, on the

4 day of July, 2024, 2024

Jenna Lister

Notary Public

February 20, 2028

(My Notary Public Commission Expiration Date)

JENNIFER LISTER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244007249
MY COMMISSION EXPIRES FEBRUARY 20, 2028

NOTICE OF PUBLIC HEARINGS

Notice is hereby given that the Planning Commission and Board of Trustees shall hold public hearings concerning an amendment to a planned united development rezoning a portion of E-86 PUD, PA-1, from Commercial Mixed-Use (CMU) to Regional Commercial (RC) located on property described in Exhibit A and generally located at Hinds Street and State Highway 86, pursuant to the Town of Elizabeth Land Development Ordinance.

The public hearings are to be held before the Planning Commission on August 6, 2024 at 6:30 p.m. and Board of Trustees on August 27, 2024 at 7:00 p.m., or as soon as possible thereafter. The public hearings shall be held in the Town Hall, 151 South Banner Street, Elizabeth, Colorado, or at such other time or place in the event this hearing is adjourned. Further information is available through the Town Community Development Department at 303-646-4166.

ALL INTERESTED PERSONS MAY ATTEND

EXHIBIT A (legal description)

A parcel of land located in the North half of Section 13, Township 8 South, Range 65 West of the Sixth Principal Meridian, Elbert County, Colorado

Published July 4, 2024
In Ranchland News
Legal No. 200

TO: Honorable Mayor, Mayor Pro Tem, and Members of the Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: August 27, 2024
SUBJECT: Annexation – 889 S. Elizabeth Street, Elbert County

BACKGROUND

On May 16, 2024, the Town of Elizabeth received a *Petition for Annexation*, regarding the property commonly identified as 889 South Elizabeth Street, Elbert County, Colorado. The *Petition*, appearing complete, was forwarded to the Board of Trustees for action. The Board confirmed substantial compliance with both Colorado Law and the Colorado Statutes have accepted the *Petition for Annexation* under Resolution 24R30.

For purposes of Zoning, the Town is required to forward the matter to the Planning Commission for a zoning recommendation. The property is currently zoned Elbert County R-1. The applicant has sought to annex the property into the Town as Commercial Mixed Use (CMU), with the intention to maintain the current physical status until development occurs at a later date. On August 6, 2024, the Planning Commission made a favorable recommendation regarding CMU zoning. However, the Board of Trustees is not bound by the recommendation of the Planning Commission.

With zoning having been addressed by the Planning Commission, the topic of the actual annexation is then forwarded to the Board of Trustees for action. Annexation under Colorado Law is consensual. The *Petition for Annexation* requires both parties to agree to the terms and conditions set forth in an *Annexation Agreement*. The Board retains the authority to reject the *Petition*, and the Applicant retains the ability to withdraw its application any time prior to approval.

The Town Administrator and Town Attorney have been provided specific and detailed instructions as to the terms and conditions for annexation. As of the date of this memorandum, the parties have worked to bring this matter to resolution through a written agreement. However, as of the date of this memorandum, no formal *Annexation Agreement* signed by the applicant exists.

ANALYSIS

The parties continue to work towards an agreement that meets the development interests of the applicant while maintaining the conditions the Board of Trustees considers important for annexation. No Annexation Agreement exists for action by the Board.

STAFF REPORT

Rezone Application

889 S Elizabeth Street

Applicant: Turn 2 Development, LLC

Location: Northwest corner of Elizabeth Street and CR 136

Exhibit A: Applicant's submittal documents and proposed plans

Exhibit B: Referral agency compiled comments letters and redlines

Exhibit C: Public Notice

Applicant Request

The Applicant, Turn 2 Development, LLC, requests the approval from the Board of Trustees for the annexation and zoning of a 2-acre property to Commercial Mixed Use (CMU) District located at 889 South Elizabeth Street.

Proposal Summary:

The Applicant proposes to zone the 2-acre property at 889 South Elizabeth Street as Commercial Mixed Use (CMU) upon annexation into the Town of Elizabeth. The property is currently zoned R-1 in Elbert County and contains two residences and outbuildings. The proposed CMU zoning aligns with the Town's 2019 Comprehensive Plan, which designates this area for mixed-use development. The CMU zoning was chosen due to its less intense commercial uses, considering its proximity to residential areas.

Background:

The 2-acre property at 889 South Elizabeth Street is currently located in unincorporated Elbert County. Historical records indicate that the property has been used for residential purposes for as long as documentation is available. The site currently contains two residences and two outbuildings.

The current owner, who is also the applicant for this rezoning, is seeking to annex the property into the Town of Elizabeth. As per Town regulations, a rezoning application must accompany any annexation

request. The annexation is primarily motivated by the desire to access the Town's water and sewer infrastructure for future development.

The property is situated at the northwest corner of Elizabeth Street and County Road 136. Elizabeth Street is classified as an arterial road, while County Road 136 is designated as a minor collector.

Surrounding Land Uses:

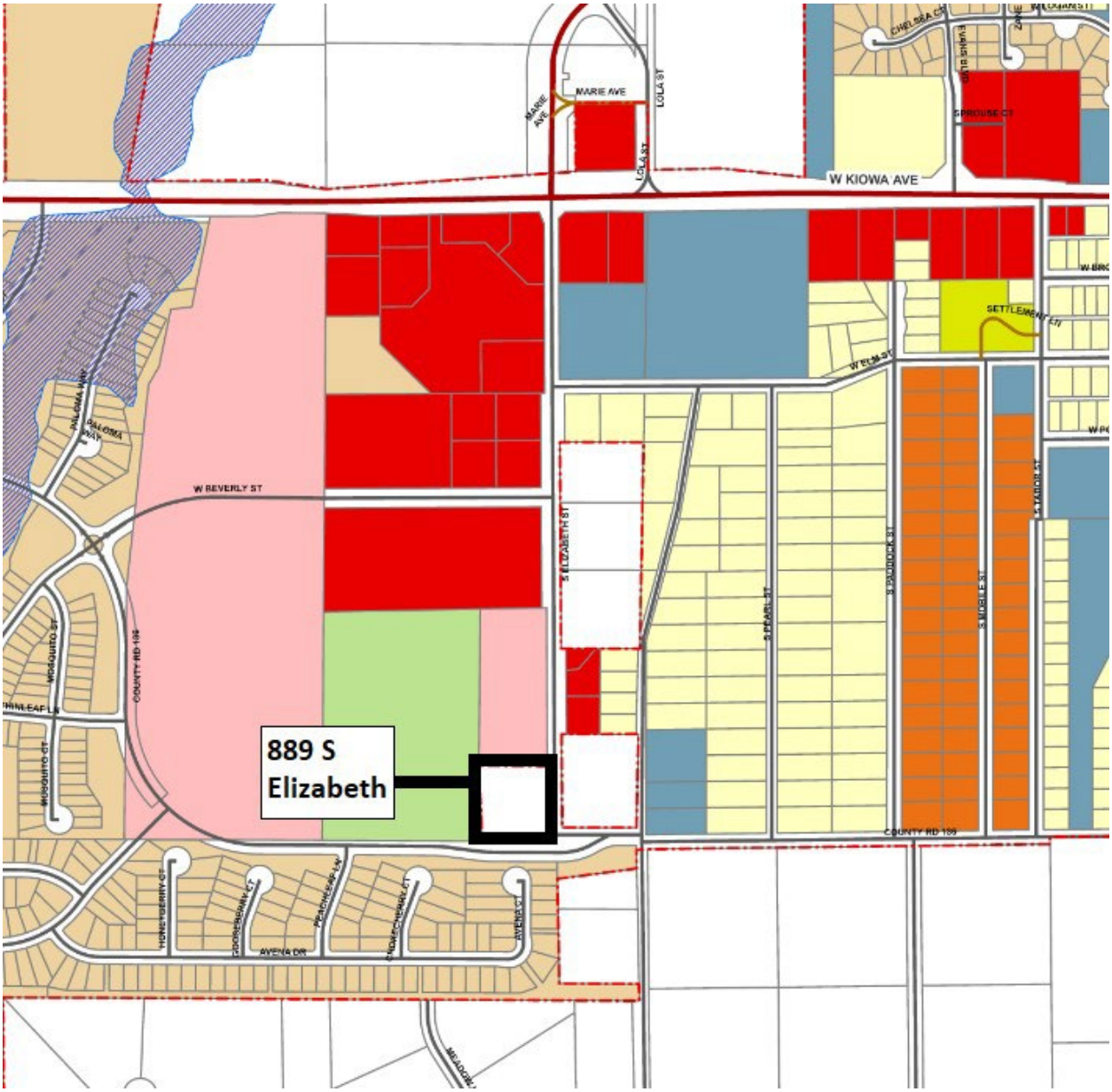
North: Multi-Family Residential

South: Single-Family Residential

East: Single-Family Residential (Unincorporated Elbert County)

West: Agricultural/Single-Family Residential

General Project Location



Approval Criteria:

Section 16-1-240 (f) of the EMC includes criteria for the Board of Trustees to consider in rendering a recommendation or a final decision on the proposal. The criteria are as follows:

1. A need exists for the proposal;

2. The particular parcel of ground is indeed the correct site for the proposed development;

3. There has been an error in the original zoning; or

4. There have been significant changes in the area to warrant a zone change;

5. Adequate circulation exists and traffic movement would not be impeded by development; and

6. Additional municipal service costs will not be incurred which the Town is not prepared to meet.

7. There are minimal environmental impacts or impacts can be mitigated.

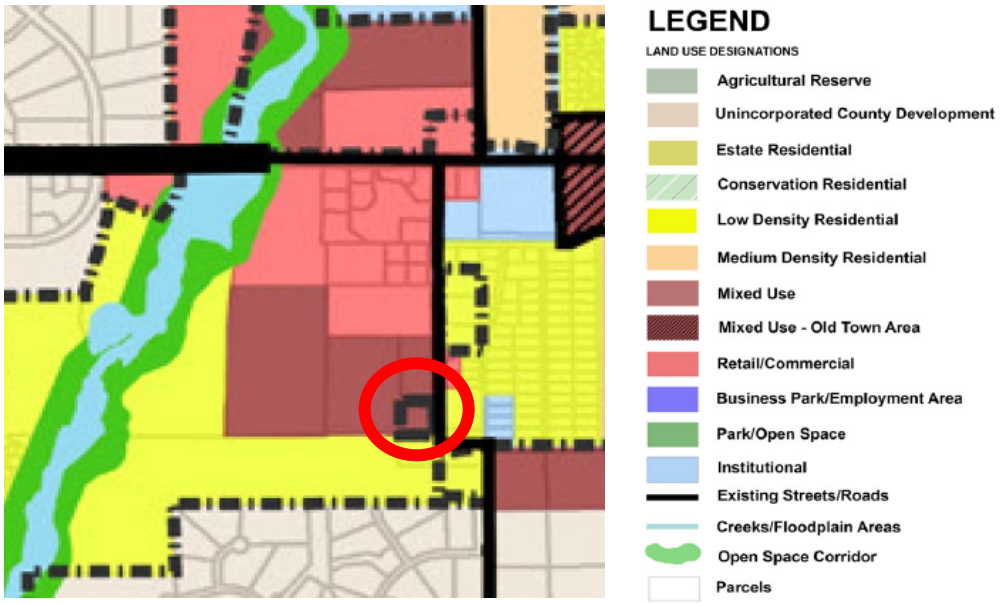
8. The proposal is consistent with the Town Master Plan maps, goals and policies.

9. There is adequate waste and sewage disposal, water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the proposed land use.

Case Analysis:

Staff finds that the proposal displays conformance with the applicable provisions of the EMC and the Elizabeth Comprehensive Plan:

Elizabeth Municipal Code (EMC): The rezoning process requires Community Development staff to review and refer the application to various agencies for comments and responses within a 25-day time frame. No objections were raised to the rezoning.



Comprehensive Plan: The Town's Future Land Use map (included in the Comprehensive Plan) indicates mixed use land uses on the property. The proposed CMU zoning aligns with this vision, allowing for a variety of mixed uses on the site. The proposed rezoning for this location supports the first three goals outlined in the Future Land Use and Development chapter of the Comprehensive Plan.

Goal 1: Maintain a sustainable balance in land uses between residential, commercial, office/business park, industrial, and park/open space land uses.

- The proposed CMU zoning for 889 S Elizabeth Street contributes to this balance by introducing a mixed-use designation that can accommodate both residential and commercial uses.

Goal 2: The development of new projects in Elizabeth should focus on areas closer to the Town's core as a priority, and avoid the "urban sprawl" of Elizabeth into the surrounding countryside.

- This rezoning supports infill development by annexing and rezoning a property that is already surrounded by incorporated Town land, focusing development near the existing Town core.

Goal 3: Future development in Elizabeth incorporates appropriate levels of density and design to support increased housing options, the viability of neighbor commercial, and overall long-term neighborhood sustainability.

- The CMU zoning allows for a mix of uses that can potentially include both residential and commercial components, supporting potential increase housing options and neighborhood-scale commercial development.

Additionally, the CMU designation would create a suitable transition between existing residential areas and the emerging commercial corridor along Elizabeth Street. The property's location at the intersection of an arterial road (Elizabeth Street) and a minor collector (CR 136) makes it ideal for mixed-use development, as these road classifications can support increased traffic associated with commercial activities.

Neighborhood Meeting:

The 889 S Elizabeth Street Neighborhood Meeting was held on January 25th, 2024 at Town Hall. There was general feedback around Regional Commercial being an undesirable zoning district for this parcel due to the intense nature of the uses and the additional traffic it could bring to Elizabeth Street and CR-136. Commercial Mixed Use zoning was seen as optimal for the site, particularly for a daycare. Daycare was favorable due to the building generally feeling like a residential property in design and scale while also not causing a large increase in traffic.

Findings and Staff Recommendation:

The 889 S Elizabeth Street rezoning application has been reviewed and approved by the development review team and staff in accordance with Chapter 16 of the EMC.

Findings:

1. A need exists for the proposal; **The rezoning to CMU addresses the current market demand for mixed-use development along the Elizabeth Street corridor, providing a transition between residential and commercial areas.**
2. The particular parcel of ground is indeed the correct site for the proposed development; **The property's location at the intersection of Elizabeth Street (arterial road) and CR 136 (minor collector) makes it well-suited for mixed-use development.**
3. There has been an error in the original zoning; **No evidence suggests an error in the original county zoning. This rezoning is based on the property's annexation into the Town and alignment with the Comprehensive Plan.**
4. There have been significant changes in the area to warrant a zone change; **The ongoing development of the surrounding area, including multi-family residential to the north and recent commercial approvals nearby, supports the proposed change to CMU zoning.**
5. Adequate circulation exists and traffic movement would not be impeded by development; **The property's location on an arterial road and minor collector suggests adequate circulation. Future development applications may require traffic impact studies to ensure continued adequate circulation.**

6. Additional municipal service costs will not be incurred which the Town is not prepared to meet. **The proposed CMU zoning is not anticipated to incur additional municipal service costs beyond what the Town is prepared to meet through the annexation process.**
7. There are minimal environmental impacts or impacts can be mitigated. **As the site has been previously developed for residential use, no significant new environmental impacts are anticipated. Any potential impacts will be addressed during the site plan review process.**
8. The proposal is consistent with the Town Master Plan maps, goals and policies. **The proposal aligns with the 2019 Comprehensive Plan, which identifies this area for mixed-use development.**
9. There is adequate waste and sewage disposal, water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the proposed land use. **The annexation process will ensure connection to Town water and sewer services. Other necessary services are available in the area to support the proposed mixed-use development.**

Staff Recommendation:

Based on the analysis above, Staff finds that the proposed rezone application for 889 S Elizabeth Street meets the criteria set forth in Chapter 16 of the Elizabeth Municipal Code. The proposed rezoning to the Commercial Mixed Use (CMU) District is consistent with the Town's Comprehensive Plan and aligns with the development goals for the area. Staff recommends the Board of Trustees approve Ordinance 24-12 pending approval of Resolution 24R35, Ordinance 24-11, and the annexation agreement.

Planning Commission Recommendation:

The Planning Commission reviewed the rezone application at their meeting on August 6th, 2024, and recommended approval of 5-0, for consideration by the Board of Trustees. The Commission did not recommend any conditions of approval.

Attachment(s)

Resolution 24R35

Ordinance 24-11

Ordinance 24-12

Exhibit A

Exhibit B

Exhibit C

RESOLUTION 24R35

A RESOLUTION MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION OF PARCELS OF LAND TO THE TOWN OF ELIZABETH, COLORADO, KNOWN AS THE 889 SOUTH ELIZABETH STREET ANNEXATION

WHEREAS, a Petition for Annexation was filed with the Town Clerk (the "Petition") requesting the annexation of certain unincorporated territory located in the County of Elbert, State of Colorado, otherwise known as the 889 South Elizabeth Street Annexation, and described in the attached **Exhibit A**;

WHEREAS, the Petition was forwarded by the Town Clerk to the Board of Trustees;

WHEREAS, the Board of Trustees of the Town of Elizabeth, Colorado, by resolution passed on July 9, 2024, found substantial compliance of the Petition with C.R.S. § 31-12-107(1);

WHEREAS, the Board of Trustees of the Town of Elizabeth, Colorado, conducted a public hearing on August 27, 2024, as required by law to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 to establish eligibility for annexation of that property described in Exhibit A;

WHEREAS, public notice of the public hearing was published once a week for four (4) consecutive weeks and notice by registered mail was given to the Clerk of the Board of County Commissioners, the County Attorney, the school district and to any special district having territory in the area to be annexed as required by law;

WHEREAS, the public hearing on the Petition was conducted in accordance with the requirements of the law; and

WHEREAS, pursuant to C.R.S. § 31-12-110, the Board of Trustees, sitting as the governing body of the Town of Elizabeth, Colorado, is required to set forth its findings of fact and its conclusion as to the eligibility for annexation to the Town of Elizabeth of the property described in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO, AS FOLLOWS:

Section 1. With regard to the annexation of the territory described in **Exhibit A**, attached hereto and incorporated herein, the applicable provisions of C.R.S. § 31-12-104 have been met, in that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the Town; and therefore, because of such contiguity, a community of interest exists between the territory proposed to be annexed and the Town; the territory proposed to be annexed is urban or will be urbanized in the near future, and the territory proposed to be annexed is integrated or is capable of being integrated with the Town.

Section 2. The applicable provisions of C.R.S. § 31-12-105 have been met in that no land held in identical ownership has been divided or included without written consent of the owner

thereof; that no annexation proceedings have been commenced by another municipality; that the annexation will not result in the detachment of area from a school district; that the annexation will not result in the extension of a municipal boundary more than three (3) miles; that the Town has in place a plan for said three-mile area; and that in establishing the boundaries of the area to be annexed the entire width of any street or alley is included within the area annexed.

Section 3. An annexation election is not required under C.R.S. § 31-12-107(2) and that no additional terms or conditions are to be imposed upon the area to be annexed other than as contained in the Annexation Agreement, a copy of which is attached hereto and incorporated herein as **Exhibit B**.

Section 4. The Annexation Agreement (Exhibit B) between the Town of Elizabeth and the Property Owner, is hereby approved, and the Mayor and Town Clerk are authorized and directed to execute the same.

Section 5. The property described in the attached Exhibit A is eligible for annexation to the Town of Elizabeth and all requirements of law have been met for such annexation, including the requirements of C.R.S. §§ 31-12-104 and 31-12-105, as amended.

Section 6. An ordinance annexing to the Town of Elizabeth that property described in the attached Exhibit A shall be considered by this Board of Trustees pursuant to C.R.S. § 31-12-111.

Section 7. Effective Date. This resolution shall take effect upon adoption by the Board of Trustees. However, by operation of C.R.S. § 31-12-113(2), the annexation will not become effective until the Town Clerk completes the filings required by statute.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2024, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

_____
Tammy Payne, Mayor

ATTEST

_____
Michelle M. Oeser, Town Clerk

ORDINANCE 24-11

AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF A PARCEL OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE 889 SOUTH ELIZABETH STREET PROPERTY IN ELBERT COUNTY

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the Board of Trustees of the Town of Elizabeth, Colorado, a written Petition for Annexation to and by the Town of Elizabeth, Colorado, of that property described in the attached **Exhibit A**, being contiguous unincorporated territory, situated, lying and being in the County of Elbert, State of Colorado;

WHEREAS, the Board of Trustees of the Town of Elizabeth, Colorado, conducted a public hearing on August 27, 2024, as required by law to determine the eligibility for annexation of that property described in Exhibit A;

WHEREAS, the Board of Trustees of the Town of Elizabeth, Colorado, has satisfied itself concerning the eligibility for annexation of that property described in Exhibit A and concerning the conformance of the proposed annexation to the applicable law in the annexation policy of the Town of Elizabeth, Colorado;

WHEREAS, the Board of Trustees of the Town of Elizabeth, Colorado, by resolution, determined that the applicable parts of C.R.S. §§ 31-12-104 and 31-12-105 have been met, that an election is not required under C.R.S. § 31-12-107(2), and that no additional terms and conditions are to be imposed;

WHEREAS, it is the opinion of the Board of Trustees that it is desirable and necessary that the property described in Exhibit A be annexed to the Town; and

WHEREAS, it is in the best interest of the Town and its citizens to annex said parcel.

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

Section 1. The annexation to and by the Town of Elizabeth, State of Colorado, of that property described in the attached **Exhibit A**, situated, lying and being in the County of Elbert, State of Colorado, meets all requirements of law and the annexation policy of the Town of Elizabeth, and therefore, said annexation is hereby approved and made effective.

Section 2. The owner of more than fifty percent (50%) of the area of the property described in Exhibit A, exclusive of public streets and alleys, petitioned for annexation with the Board of Trustees by filing a Petition for Annexation, together with four (4) copies of the annexation map, as required by law.

Section 3. The Board of Trustees, by resolution at a properly-noticed meeting on July 9, 2024, accepted said Petition and found and determined that the applicable parts of the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, as amended, have been met and further

determined that an election was not required under the Act and that no additional terms and conditions were to be imposed upon said annexation.

Section 4. Upon the effective date of this Annexation Ordinance, all lands within the area to be annexed shall become subject to the Municipal Laws of the State of Colorado pertaining to towns and to all ordinances, resolutions, rules and regulations of the Town of Elizabeth.

Section 5. Considering all of the foregoing, and based on the conviction that annexation of this property to the Town of Elizabeth will serve the best interests of the Town of Elizabeth and the owner(s) of the territory to be annexed, the unincorporated territory described in Exhibit A, which is attached hereto and made a part hereof, is hereby annexed to the Town of Elizabeth, Colorado.

Section 6. Upon passage of this Ordinance, the Town Clerk shall file for recording three (3) certified copies of the Annexation Ordinance and three (3) copies of the Annexation Map with the Clerk and Recorder of the County of Elbert, State of Colorado, and shall keep one (1) copy of the annexation map along with the original of this Annexation Ordinance in the Town Clerk's office.

Section 7. The Town Clerk shall request that the Elbert County Clerk and Recorder shall file one (1) certified copy of the Annexation Ordinance and one (1) copy of the Annexation Map with the Division of Local Governments of the Department of Local Affairs, in addition to filing one (1) certified copy of the Annexation Ordinance and one (1) copy of the Annexation Map with the Colorado Department of Revenue

Section 8. The Annexation Map showing the boundaries of the newly annexed territory as above described shall be kept on file in the office of the Elbert County Clerk and Recorder.

Section 9. Effective Date. By operation of C.R.S. § 31-12-113(2), the annexation and this Ordinance will not become effective until the Town Clerk completes the filings required by statute. For the purpose of general taxation, this Ordinance shall become effective on January 1st of the next succeeding year following its passage. This Ordinance shall otherwise 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 _____, 2024.

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

_____
Tammy Payne, Mayor

ATTEST

_____

Michelle M. Oeser, Town Clerk

ORDINANCE 24-12

AN ORDINANCE ZONING PROPERTY NEWLY ANNEXED TO THE TOWN OF ELIZABETH TO COMMERCIAL MIXED USE (CMU) 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 zone certain property that is being newly annexed to the Town of Elizabeth, Colorado, which property is more particularly described in **Exhibit A,** attached hereto and incorporated herein by this reference (the "Property"), to Commercial Mixed Use (CMU).

B. Public notice has been given of such rezoning pursuant to Section 16-4-10 of the Town of Elizabeth Municipal Code more than fifteen (15) days in advance of the public hearing.

C. A need exists for zoning the Property to Commercial Mixed Use (CMU).

Section 2. The Property identified in **Exhibit A** is hereby rezoned to Commercial Mixed Use (CMU)**.**

Section 3. The Zoning Ordinance and Zoning Map are hereby amended to conform with the zoning change for the Property.

Section 4. 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 5. 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 6. 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 _____, 2024.

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

_____
Tammy Payne, Mayor

ATTEST

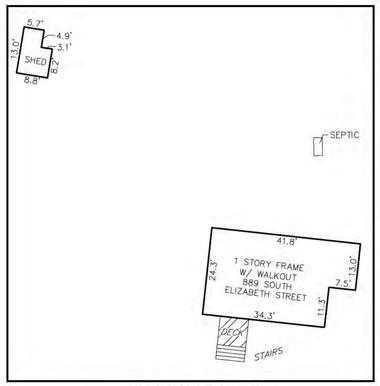
_____
Michelle M. Oeser, Town Clerk

EXHIBIT A

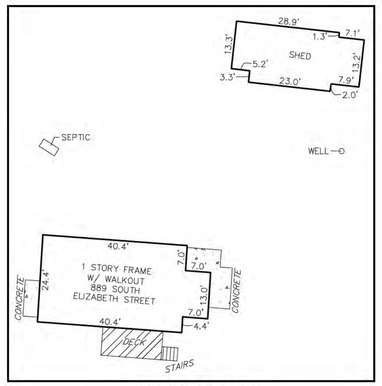
CASE NO._____

889 SOUTH ELIZABETH REZONE EXHIBIT

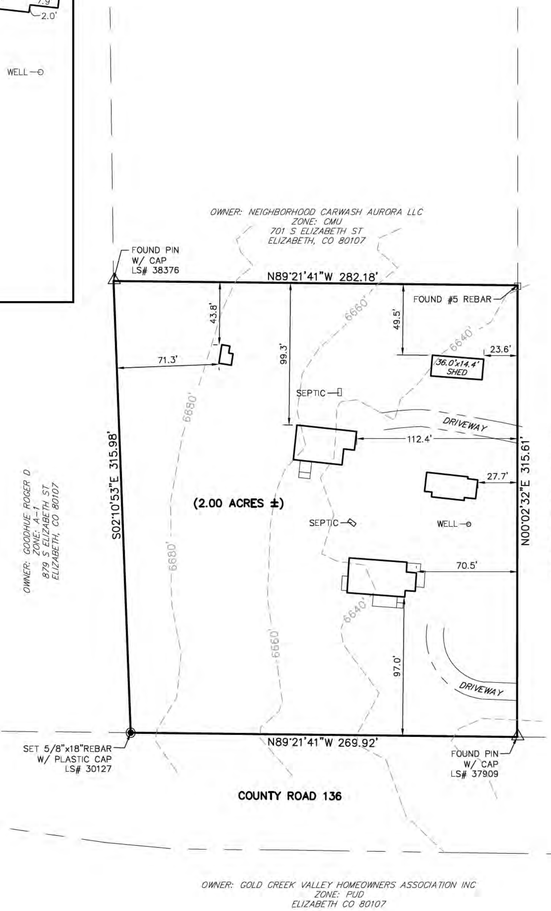
PART OF SECTION 13, T. 8 S, R. 65 W, 6TH P.M.
COUNTY OF ELBERT, STATE OF COLORADO

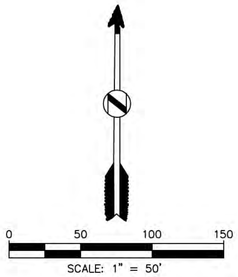


STRUCTURE DETAIL
SCALE: 1"=20'



STRUCTURE DETAIL
SCALE: 1"=20'





VICINITY MAP
NOT TO SCALE

OWNERS:

TURN 2
DEVELOPMENT LLC
889 S ELIZABETH
ST, ELIZABETH
COLORADO, 80107
303-646-2559

ZONING:

EXISTING: ELBERT COUNTY R-1
PROPOSED: CMU

PROPERTY DESCRIPTION:

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF ELBERT, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE N89°21'41"W, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 370.75 FEET TO THE WEST RIGHT-OF-WAY LINE OF ELIZABETH STREET AND TO THE TRUE POINT OF BEGINNING;

THENCE N89°21'41"W, ALONG SOUTH LINE, A DISTANCE OF 269.92 FEET; THENCE N02°10'53"W, A DISTANCE OF 315.98 FEET; THENCE S89°21'41"E, A DISTANCE OF 282.18 FEET TO THE WEST RIGHT-OF-WAY LINE OF ELIZABETH STREET; THENCE S00°02'29"W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 315.62 FEET TO THE POINT OF BEGINNING;

NOTE:

1) ACCORDING TO FEMA FLOOD MAP LOCATED UNDER MAP NUMBER 34039C0024F, THE SUBJECT PROPERTY DOES NOT LAY WITHIN A 100 YEAR FLOOD PLAIN.
2) A 3" STEEL NATURAL GAS LINE DESCRIBED ON RIGHT-OF-WAY AGREEMENT WITH A RECEPTION NO. OF 175427, WAS VAGUE AND CANNOT BE GRAPHICALLY SHOWN HEREON.
3) ALL EXISTING STRUCTURES ARE ANTICIPATED TO REMAIN ON SITE UNTIL TIME OF DEVELOPMENT
4) AVERAGE LOT SIZE IS TO BE DETERMINED
5) THE PROPOSED DENSITY IS TO BE DETERMINED
6) THE UTILITY SERVICES ON SITE ARE AS FOLLOWS: CORE (Electric), Black Hills Energy (Gas), Town of Elizabeth (Water and Sewer)

SURVEYOR'S CERTIFICATE

I, KEITH WESTFALL, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF 889 SOUTH ELIZABETH STREET REZONE EXHIBIT WAS MADE UNDER MY DIRECT SUPERVISION AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID SUBDIVISION.

_____
KEITH WESTFALL, COLORADO PLS #30127
FOR AND ON THE BEHALF OF
HIGH PRAIRIE SURVEY COMPANY

STATEMENT:

LINEAL UNITS ARE IN FEET.

DISCLAIMER: PLEASE NOTE THAT SURVEYING IS AN INEXACT SCIENCE AND IS SUBJECT TO A CERTAIN DEGREE OF INACCURACY AND OPINION.

BASIS OF BEARINGS:

CONSIDERING THE SOUTH LINE OF THE NORTHEAST QUARTER OF SEC 13 TO HAVE AN ASSUMED BEARING OF N89°21'41"W AND MONUMENTED AS SHOWN HEREON.

"NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon."

REFERENCE DWG:	DATE:	REVISIONS:
	01/03/2024	REVISED PER GRACE
	02/22/2024	REVISED PER GRACE

High Prairie Survey Co.
LAND SURVEYING CONSTRUCTION STAKING
OIL AND GAS SURVEYING
303-621-8672 FAX 303-621-7749
P.O. BOX 384
KIOWA, COLORADO 80117

SCALE	DATE	DRAWN BY
1"=50'	07/10/2023	CRR

TITLE
889 SOUTH ELIZABETH STREET
REZONE EXHIBIT
PART OF SEC. 13, T8S, R65W, 6TH P.M.
ELBERT COUNTY, STATE OF COLORADO

CLIENT
TURN 2 DEVELOPMENT

SHEET 1 OF 1

JOB NUMBER
23127-RZ

TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

LAND USE APPLICATION

DATE: 3/4/24

NAME OF PROJECT: 889 SOUTH ELIZABETH STREET

NAME OF APPLICANT: TURN 2 DEVELOPMENT, LLC

ADDRESS AND LEGAL DESCRIPTION OF PROJECT: 889 SOUTH ELIZABETH STREET

Southeast quarter of the Northeast quarter of Section 13, Township 8 South, Range 65 West of the 6th P.M., County of Elbert, State of Colorado

Please check the appropriate item(s):

X REZONE	___PLAT	___USE BY SPECIAL REVIEW
___PUD (planned unit development)	___MINOR PLAT/REPLAT	X ANNEXATION
___VARIANCE	___SUBDIVISON	___MINOR SUBDIVISION
___SITE PLAN	___OTHER	

PRESENT ZONING: ELBERT COUNTY R-1

AREA IN ACRES: 2

PROPOSED ZONING: CMU

PRESENT USE: RESIDENTIAL

PROPOSED # OF LOTS (if applicable): N/A

PROPOSED GROSS FLOOR AREA (if applicable): N/A

***PROPERTY OWNER**

NAME: TURN 2 DEVELOPMENT, LLC

ADDRESS: [redacted]

TELEPHONE #: [redacted]

EMAIL: [redacted]

SIGNATURE OF OWNER

SIGNATURE OF OWNER

APPLICANT REPRESENTATIVE

NAME: PROVIDENCE CONSULTING, LLC

ADDRESS: [redacted]

TELEPHONE #: [redacted]

EMAIL: [redacted]

SIGNATURE OF APPLICANT

SIGNATURE OF APPLICANT

***(OWNERS SIGNATURE NEEDS TO BE NOTARIZED)**

Subscribed and sworn to be before me this 4th day of March, 20 24

My commission expires February 23, 2025

Notary

ALLISON RITTER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024023695
MY COMMISSION EXPIRES FEBRUARY 23, 2025

Development & Construction

[redacted]

March 1, 2024

Dear Town of Elizabeth:

Please accept this annexation and zoning application for the property located at 889 South Elizabeth Street. The land use application involves the annexation of a 2-acre property located in the middle of the Town of Elizabeth. The application also involves zoning the property to Commercial Mixed Use (CMU) at annexation. We believe this proposal makes a lot of sense and are pleased to be working with you on this initial step in the development process.

The subject property is zoned Elbert County R-1 and consists of two residences as well as outbuildings. The property is located at the intersection of two major collectors, County Road 136 and South Elizabeth Street. The property is surrounded by apartments zoned CMU to the north, vacant land zoned Regional Commercial to the northeast, unincorporated, enclaved, residential property to the east, Planned Unit Development residential lots to the south, and Agricultural property to the west.

The subject property is enclaved, as it is surrounded by the corporate limits of the Town of Elizabeth on all sides. That said, the property has 100% contiguity, exceeding the 1/6 minimum contiguity outlined in Colorado Revised Statutes.

The proposed zoning of CMU is consistent with the Town of Elizabeth Comprehensive Plan which outlines mixed use as the recommended future land use designation. Additionally, the comprehensive plan states that "development of new projects in Elizabeth should focus on areas closer to the Town's core as a priority, and avoid the 'urban sprawl' of Elizabeth into the surrounding countryside". Consistent with what's stated in the comprehensive plan, we believe that incorporating this parcel into the Town limits and zoning the property for mixed use is both compatible with the surrounding land area and more sustainable from a future tax and infrastructure standpoint.

Existing well and septic would be abandoned upon development of the subject property, and the property is anticipated to be served by Town of Elizabeth water and sewer. Water and sewer connections both exist within range of the property due to the property being located within the middle of the Town's corporate limits.

While there is no set development plan or timeline at this time, we anticipate moving forward with platting the lot within the Town of Elizabeth once the property is annexed and zoned. Based on the community feedback received, future development is anticipated to involve a childcare facility or similar, compatible use.

We believe that the application meets all applicable Town of Elizabeth criteria and standards. We received good community feedback at our public meeting when discussing bringing this property in, and we find that it is most logical for this enclaved property to be brought into the Town of Elizabeth which will serve to support its tax base. We appreciate your thoughtful review and consideration of approval of our application.

Sincerely,

Darren Spradling

627088 B: 835 P: 820 SWD
06/01/2023 01:35:35 PM Page 1 of 1 R: $13.00 D: $100.00

SPECIAL WARRANTY DEED

State Doc Fee: $100.00
Recording Fee: $18.00

THIS DEED is dated the 24th day of May, 2023, and is made between (whether one, or more than one),

Kimberly F. Basler

the "Grantor" of the County of Elbert and State of Colorado and

Turn 2 Development LLC, a Colorado limited liability company

P.O. Box 2586

In Severalty, (whether one, or more than one), the "Grantee", whose legal address is ~~889 South Elizabeth Street~~, Elizabeth, CO 80107 of the County of Elbert and State of Colorado.

WITNESS, that the Grantor, for and in consideration of the sum of **One Million Dollars and No Cents ($1,000,000.00)**, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property, together with any improvements thereon, located in the County of Elbert and State of Colorado described as follows:

A Tract of land situated in the Southeast quarter of the Northeast quarter of Section 13, Township 8 South, Range 65 West of the 6th P.M., County of Elbert, State of Colorado, more particularly described as follows: Commencing at the Southeast corner of said Southeast quarter of the Northeast quarter thence North 89°21'41" West along the South line of said Southeast quarter of the Northeast quarter a distance of 370.75 feet to the West right of way line of Elizabeth Street and to the True Point of Beginning;
Thence North 89°21'41" West along South line a distance of 269.92 feet; Thence North 2°10'53" West a distance of 315.98 feet; Thence South 89°21'41" East, a distance of 282.18 feet to the West right of way line of Elizabeth Street; Thence South 0°02'29" West along said West right of way line a distance of 315.62 feet to the Point of Beginning.

also known by street address as: 889 South Elizabeth Street, Elizabeth, CO 80107

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, and the Grantee's heirs and assigns forever. The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree that the Grantor shall and will WARRANT THE TITLE AND DEFEND the above described premises, in the quiet and peaceable possession of the Grantee and the heirs and assigns of the Grantee, against all and every person or persons claiming the whole or any part thereof, by, through, or under the Grantor except and subject to: Statutory Exceptions as defined in C.R.S. § 38-30-113(5)(a).

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

Kimberly Basler

State of Colorado
County of Douglas

The foregoing instrument was acknowledged before me this 24th day of May, 2023 by Kimberly Basler.

Notary Public:
My Commission Expires: 10/17/2026

RICHELLE E. PETERSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024033553
MY COMMISSION EXPIRES 10/17/2026

Stewart Title Company
10851 S. Crossroads Dr., Suite B
Parker, CO 80134

Fax:

Date: March 1, 2024
[redacted]
Property Address: 899 South Elizabeth Street, Elizabeth, CO 80107
Buyer/Borrower: Turn 2 Development LLC, a Colorado limited liability company

Please direct all Closing inquiries to:

Rikki Peterson
Phone:
Fax:
Email Address:[redacted]

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. PLEASE FEEL FREE TO CONTACT THE ESCROW OFFICE AS NOTED ABOVE.

We Appreciate Your Business and Look Forward to Serving You in the Future.

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Authorized Countersignature
Stewart Title Company
10851 S. Crossroads Dr., Suite B
Parker, CO 80134

STEWART TITLE GUARANTY COMPANY INCORPORATED 1908 TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

COMMITMENT CONDITIONS

1. DEFINITIONS

a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

a. the Notice;
b. the Commitment to Issue Policy;
c. the Commitment Conditions;
d. Schedule A;
e. Schedule B, Part I - Requirements;
f. Schedule B, Part II - Exceptions; and
g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

5. LIMITATIONS OF LIABILITY

a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
   i. comply with the Schedule B, Part I - Requirements;
   ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
   iii. acquire the Title or create the Mortgage covered by this Commitment.

b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

e. The Company is not liable for the content of the Transaction Identification Data, if any.

f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.

g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is $2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

No. 1: Effective date: This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

No. 2A : **Owner's Policy Proposed Insured:** This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

No. 2B : **Loan Policy Proposed Insured:** This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

Charges: Title Premiums, Endorsements and Tax Certificates: These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

No. 3: The estate or interest in the land…: This shows the type of ownership that is going to be insured.

No. 4: **The Title is, at the Commitment Date…:** This shows the name(s) of the current owner(s).

No. 5: **The land referred to in the Commitment…:** This is the 'legal' property description for the real estate you are buying or selling.

SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.

WIRE FRAUD

ALERT

NOTIFICATION:

READ THIS BEFORE YOU WIRE FUNDS

WIRE FRAUD: THE THREAT IS REAL

Buying a home is an exciting time. You've saved, found the perfect home and planned the move. Now, the closing day for your home is just around the corner.

We want to make sure your home purchase doesn't get derailed by a dangerous threat that could keep you from getting the keys, painting walls and decorating. Criminals have stolen money meant for the purchase of homes through malicious wire fraud schemes targeting consumers across the country.

Criminals begin the wire fraud process way before the attempted theft occurs. Most often, they begin with a common social engineering technique called phishing. This can take the form of email messages, website forms or phone calls to fraudulently obtain private information. Through seemingly harmless communication, criminals trick users into inputting their information or clicking a link that allows hackers to steal login and password information.

Once hackers gain access to an email account, they will monitor messages to find someone in the process of buying a home. Hacks can come from various parties involved in a transaction, including real estate agents, attorneys or consumers. Criminals then use the stolen information to email fraudulent wire transfer instructions disguised to appear as if they came from a professional you're working with to purchase a home. If you receive an email with wiring instructions, don't respond. Email is not a secure way to send financial information. If you take the bait, your money could be gone in minutes.

What can I do to protect myself?

Despite efforts by the title industry and others to educate consumers about the risk, homebuyers continue to be targeted. Here are some tips on what you can do to protect yourself and/or your clients:

1. **If requested**, wiring instructions will be provided via an encrypted email.
2. **Call, don't email**: Confirm all wiring instructions by phone before transferring funds. Use the phone number from the title company's website or a business card.
3. **Be suspicious**: It's not common for title companies to change wiring instructions and payment info
4. **Confirm it all**: Ask your bank to confirm not just the account number but also the name on the account before sending a wire. The name on the account should state Stewart Title Company Escrow Account.
5. **Verify immediately**: You should call the title company or real estate agent to validate that the funds were received. Detecting that you sent the money to the wrong account within 24 hours gives you the best chance of recovering your money from the hackers.
6. **Forward, don't reply**: When responding to an email, hit the "forward" button instead of clicking the "reply" button, and then start typing the person's email address. Criminals use email addresses that are very similar to the real one for a company. By typing in email addresses, you will make it easier to discover if a fraudster is after you.

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent:	Stewart Title Company
Issuing Office:	10851 S. Crossroads Dr., Suite B, Parker, CO 80134
Issuing Office's ALTA® Registry ID:	
Loan ID Number:	
Commitment Number:	2260134 -IO
Issuing Office File Number:	2260134 -IO
Property Address:	899 South Elizabeth Street, Elizabeth, CO 80107
Revision Number:	

1. **Commitment Date:** February 29, 2024 at 8:00AM

2. **Policy to be issued:** **Proposed Amount of Insurance**

   (a) 2021 ALTA® Owner's Policy
   Proposed Insured: Turn 2 Development LLC, a Colorado limited liability company

   (b) ALTA® _____
   Proposed Insured:

3. **The estate or interest in the Land at the Commitment Date is:**

   FEE SIMPLE

4. **The Title is, at the Commitment Date, vested in:**

   Turn 2 Development LLC, a Colorado limited liability company

5. **The Land is described as follows:**

   See Exhibit "A" Attached Hereto

STEWART TITLE GUARANTY COMPANY

Emily Rank
Authorized Countersignature

STATEMENT OF CHARGES
These charges are due and payable before a policy can be issued:

Informational Title Commitment	$750.00

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2260134 -IO

A Tract of land situated in the Southeast quarter of the Northeast quarter of Section 13, Township 8 South, Range 65 West of the 6th P.M., County of Elbert, State of Colorado, more particularly described as follows: Commencing at the Southeast corner of said Southeast quarter of the Northeast quarter thence North 89°21'41" West along the South line of said Southeast quarter of the Northeast quarter a distance of 370.75 feet to the West right of way line of Elizabeth Street and to the True Point of Beginning; Thence North 89°21'41" West along South line a distance of 269.92 feet; Thence North 2°10'53" West a distance of 315.98 feet; Thence South 89°21'41" East, a distance of 282.18 feet to the West right of way line of Elizabeth Street; Thence South 0°02'29" West along said West right of way line a distance of 315.62 feet to the Point of Beginning.

For Informational Purposes Only: 899 South Elizabeth Street, Elizabeth, CO 80107

APN: 8513100118, R109423

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2260134 -IO

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. NONE.

   NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance and does not warrant, or otherwise insure any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. This Company's sole liability for any error(s) relating to this product is limited to the amount that was paid for this product.

   FOR INFORMATIONAL PURPOSES ONLY:

   Vesting:

   Warranty Deed recorded June 1, 2023, in Book 835 at Page 820 as Reception No. 627088.
   Statement of Authority recorded June 1, 2023 in Book 835 at Page 821 as Reception No. 627089.

   Please be advised that our search did not disclose any open Deed of Trust of record. If you should have knowledge of any outstanding obligations, please contact the Title Department immediately for further review Prior to closing.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2260134 -IO

Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

2. Rights or claims of parties in possession, not shown by the public records.

3. Easements, or claims of easements, not shown by the public records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.

5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.

7. Water rights, claims or title to water.

8. Any and all unpaid taxes and assessments and any unredeemed tax sales.

9. The effect, tax, assessment, fee or charge by reason of inclusions in any general or specific water conservancy, fire protection, soil conservation or other district or inclusion in any water service or street improvement area.

10. Subject to reservations of (1) any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts ; (2) right of the proprietor of any vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, (3) right of way for any ditches or canals constructed by authority of the United States, as set forth in U.S. Patent Document No. 15703, BLM Serial No. CO0460_.072, issued January 5, 1892 to Friederick Tiedemann, as posted in the Bureau of Land Management, General Land Office Records and recorded November 14, 1874 in Book 1 at Page 285.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

11. Plateau Natural Gas Company Right-of-Way recorded March 6, 1963 in Book 251 at Page 193 as Reception No. 175427 and Conveyance of Easements and Rights-of-Way recorded January 19, 1970 in Book 271 at Page 451 as Reception No. 187901.

12. Existing unrecorded leases, if any.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

SELLERS:

BUYERS: Turn 2 Development LLC, a Colorado limited liability company

PROPERTY: 899 South Elizabeth Street, Elizabeth, CO 80107

DATE: _____, 2024

DISCLOSURE REGARDING FUNDS FOR CLOSING

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.

AFFILIATED BUSINESS DISCLOSURE

This is to give you notice that Rocky Mountain Recording Services has a business relationship with Stewart Title Company and its affiliated and subsidiary companies. Stewart Title Company and Rocky Mountain Recording Services share common ownership. Stewart Title Company is wholly owned by Stewart Title Guaranty Company which shares the same parent company as Rocky Mountain Recording Services. Because of this relationship, this referral may provide Rocky Mountain Recording Services and Stewart a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the above provider as a condition for settlement of this transaction on the above referenced property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Colorado Recording Fee Schedule

Processing/Verification Fee:
Per Escrow File ……$30.00

E-Recording Fee:
Per Document……$5.00

Government Recording Fees:
Per Document Fees
1st Page ……. $13.00

Each Additional Page……... $ 5.00

DISCLOSURES

File No.: 2260134 -IO

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Stewart Title Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 1 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph M requires that every title entity shall notify in writing that

Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 5 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled Mechanic's and Materialmen's Liens.
D. The Company must receive payment of the appropriate premium.
E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

a. That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
b. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

Notice of Availability of a Closing Protection Letter: Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

STEWART INFORMATION SERVICES CORPORATION
GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.

2. Demographic Information: Marital status, gender, date of birth.

3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Effective Date: January 1, 2020
Updated: August 24, 2023

STEWART INFORMATION SERVICES CORPORATION
PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice ("**CCPA Notice"). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

A. Identifiers. A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.

B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

D. Commercial information. Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

E. Internet or other similar network activity. Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.

F. Geolocation data

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

a. To fulfill or meet the reason for which the information is provided.
b. To provide, support, personalize, and develop our website, products, and services.
c. To create, maintain, customize, and secure your account with Stewart.
d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
e. To prevent and/or process claims.
f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
l. Auditing for compliance with federal and state laws, rules, and regulations.
m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
b. Affiliated Companies.
c. Parties involved in litigation and attorneys, as required by law.
d. Financial rating organizations, rating bureaus and trade associations.
e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Internet or other similar network activity
Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at **OptOut@stewart.com**; or

2. Visiting **https://www.stewart.com/en/quick-links/ccpa-request.html**

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.

- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

https://www.stewart.com/en/privacy.html

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

URGENT WARNING ABOUT WIRE FRAUD AND WIRING INSTRUCTIONS

- PROTECT YOURSELF

Think of the large amounts of money changing hands as part of your real estate transaction. This makes you a target for criminals who send emails to home buyers and sellers and their real estate or mortgage brokers with false wiring instructions. Instead of your money being sent to the proper account, it ends up in the fraudster's account.

If a third party sends you false information and you wire your money to the account they provide, it is likely you may never recover the money. The money is just gone.

How do you avoid being scammed?

- To ensure receiving or sending wiring instructions in the safest manner possible, they should be obtained or delivered in person or from an initial order package you received or in the mail from your Stewart Title Company representative.
- Before wiring funds, always call and speak with your Stewart Title Company representative to verify instructions using the contact information you received in your initial order package or in person.
- Never rely on email for wiring instructions as accounts can be faked or hacked and messages can be intercepted.
- If at any point during a transaction you receive changes to the wiring instructions you have been provided, this is a huge red flag. Immediately call your Stewart Title Company representative for verification. Always use a verified telephone number -never the number in the email with the wiring instructions.

EXHIBIT B

REFERRAL RESPONSE SUMMARY REPORT

Date: April 18, 2024

To: Grace Erickson, Providence Consulting, LLC

From: Alexandra Cramer, Planner/Project Manager

Subject: A 2-acre parcel located in unincorporated Elbert County, requesting to annex into the Town of Elizabeth and rezone to CMU, Commercial Mixed-Use District

Please see the following summary of review comments from Town staff/consultants and external reviewing agencies for your Annexation and Rezone submittals. If you have questions about any comment, please do not hesitate to reach out to the reviewer who made the comment. You may also contact me at [redacted] or via email at [redacted] if you have any questions.

TOWN REVIEW COMMENTS

Town of Elizabeth Community Development

- The proposed annexation and rezoning to the Commercial Mixed Use (CMU) District represents a logical and compatible progression for the site in question. Surrounded by incorporated Town properties to the north, south, and west, the proposed change will have no significant adverse impact on neighboring areas.
- The CMU district aligns with the existing landscape, considering the commercial properties on the north end of the street, multi-family housing directly north of the site, and the surrounding single-family homes to the south, east, and west. This compatibility underscores the suitability of the CMU designation for fostering balanced growth and development within the community.

Terracina Design (Civil Engineering):

- The requested application for Annexation and Re-zone does not require any form of Grading or Drainage analysis, and as such Engineering has no comments relative to this application.
- For use in future applications, it is noted that additional street right of way may be required along the North, East and South sides of this property, as may be determined by the Town Traffic Engineer.

Elizabeth Public Works:

- Public Works can serve Water and Sanitary Sewer Services to 889 S Elizabeth St.
- Water tie-in point is in S Elizabeth St.
- Sanitary Sewer tie-in point is in S Elizabeth St.(northeast corner of 889 S Elizabeth St
- Visit Town website at townofelizabeth.org, search under Public Works then Documents and Specifications for:
    - Water and Sewer Standards

▪ PO Box 159, 151 S. Banner Street ▪ Elizabeth, Colorado 80107 ▪ (303) 646-4166 ▪ Fax: (303) 646-9434 ▪ *www.townofelizabeth.org*

- Street Standards
- GESC Standards
- Storm Water Standards

EXTERNAL REFERRAL AGENCY COMMENTS:

CORE Electric Cooperative:

- CORE Electric Cooperative approves the Annexation and Rezone.
- CORE has reviewed the contents in the above-referenced referral response packet. We reviewed the project for maintaining our existing facilities, utility easements, electric loading, and service requirements. We are advising you of the following concerns and comments:
  - CORE has existing underground/overhead electric facilities on the subject property. CORE will maintain these prescriptive rights and facilities unless otherwise requested by the applicant to modify them under the CORE's current extension policies.

Black Hills Energy

- No comment.

Stolfus & Associates:

- At time of platting: Verify the existing right-of-way (ROW) from centerline west to the subject property line. The desired ROW for Elizabeth St (arterial roadway) is 90-ft. If less than 45-ft of existing ROW exists west of centerline then the applicant shall dedicate ROW along the property frontage to make up the difference.
- The applicant will share an access point with the neighboring property to the north.
- Please provide a traffic memo at site plan. The traffic memo shall include:
  - the results of an existing traffic count,
  - a traffic generation estimate for the proposed use(s)
  - an evaluation of existing and post-development traffic volumes at the proposed access point, and
  - a recommendation regarding the need for auxiliary lanes.

Elizabeth Fire Protection District:

- Access:
  - Will be addressed at site plan review.
- Fire Flow:
  - Fire flow will be required through the Town hydrant system and will be assessed at the site plan and building plans for the property.
- Impact Fees:
  - Impact fees will be collected before issuance of building permit.
- A review fee of $142.00 is due upon receipt.

SAFEbuilt:

▪ PO Box 159, 151 S. Banner Street ▪ Elizabeth, Colorado 80107 ▪ (303) 646-4166 ▪ Fax: (303) 646-9434 ▪ *www.townofelizabeth.org*

- Project will be reviewed per the 2018 IBC family of codes as adopted by the Town of Elizabeth.

Elizabeth School District

- No comment.

Elizabeth Police Department

- The Police Department has no issue with the annexation. There is no impact in providing police services.

Elbert County Community Development

- Elbert County Planning Department has no concerns on the parcel annexation and rezone.

▪ PO Box 159, 151 S. Banner Street ▪ Elizabeth, Colorado 80107 ▪ (303) 646-4166 ▪ Fax: (303) 646-9434 ▪ *www.townofelizabeth.org*

EXHIBIT C

AFFIDAVIT

I, [illegible], hereby certify that on July 11, 2024, I began researching the notices with the Elbert County Office of the County Assessor by submitting a Radius Report Application, **see** Exhibit 1, *Radius Report Application*, attached hereto. The attached list was received from the Elbert County Office of the County Assessor on July 15, 2024, **see** Exhibit 2, *Owner and Addresses*, and contains the names and addresses of all persons to whom all property is assessed as they appear on the latest available assessment roll of the County within the area described and for a distance of five-hundred feet (500') from the exterior boundaries of property legally described as:

A Tract of land situated in the Southeast quarter of the Northeast quarter of Section 13, Township 8 South, Range 65 West of the 6th P M , County of Elbert, State of Colorado, more particularly described as follows:

Commencing at the Southeast corner of said Southeast quarter of the Northeast quarter thence North 89°21'41" West along the South line of said Southeast quarter of the Northeast quarter a distance of 370.75 feet to the West right of way line of Elizabeth Street and to the True Point of Beginning; Thence North 89°21'41" West along South line a distance of 269.92 feet; Thence North 2°10'53" West a distance of 315.98 feet; Thence South 89°21'41" East, a distance of 282.18 feet to the West right of way line of Elizabeth Street; Thence South 0°02'29" West along said West right of way line a distance of 315.62 feet to the Point of Beginning.

[illegible]
Signature

STATE OF COLORADO)
) ss
COUNTY OF Elbert)

Subscribed and sworn to before me this 16 day of July, 2024, by Michelle M. Oeser

My commission expires: May 2, 2026

(SEAL)

MICHELLE M OESER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084017067
MY COMMISSION EXPIRES MAY 02, 2026

[illegible]
Notary Public

Exhibit 1

ELBERT COUNTY
OFFICE OF THE
COUNTY ASSESSOR

Radius Report Application

This report generates a list of owners and there addresses within a certain distance (radius) of a given property boundary. The distance from the boundary is either 500' or a 1320' (1/4 mile).

Date	07/11/2024
Owner Name	Turn 2 Development, LLC
Owner Phone	([redacted]
Is applicant the owner?	No
Applicant	Providence Consulting, LLC
Applicant Phone	[redacted]
Email Address	[redacted]

Is the report for a single parcel, multiple parcels, or driven from a GIS shape/GDB file?

Report Type	Single Parcel
Property Identification	Situs Addr
Street Address	889 South Elizabeth Street, Elizabeth CO 80107
Radius	500'

There is a $25 charge for this report. This covers the cost to develop the report. The results will be sent via the email address listed above. If you wish to use the online payment center, please click on the link below and select Radius Report:

Online payment Center

Paid	No

If payment is not received at the time of the application submittal, an invoice will be sent. The report will not be sent until payment has been received.

Signature

Phone: (303) 621-3101
Address: 221 Comanche Street
P.O. Box 26
Kiowa, CO 80117
Email: assessor@elbertcounty-co.gov
Website: https://www.elbertcounty-co.gov/264/Assessor

Exhibit 2

	A	B	C	D	E	F
1	Account Nu	Owner	Address 2	City	State	ZipCode
2	R108869	ELIZABETH TOWN BOARD	[redacted]	ELIZABETH	CO	80107-0159
3	R121908	JOHNSON JUSTIN MATTHEW		ELIZABETH	CO	80107
4	R121908	JOHNSON TAWAN		ELIZABETH	CO	80107
5	R122267	CONNER GRADY		ELIZABETH	CO	80107
6	R122267	CONNER SONOMA		ELIZABETH	CO	80107
7	R122292	KNAPP ZANE ROBERT POWELL		ELIZABETH	CO	80107
8	R122292	KNAPP LAURA MARIE		ELIZABETH	CO	80107
9	R118753	NEIGHBORHOOD CARWASH AURORA LLC		CENTENNIAL	CO	80112
10	R108924	JUERGENS JEFFERY TAYLOR		ELIZABETH	CO	80107
11	R109453	DIESS MICHAEL A		ELIZABETH	CO	80107
12	R109453	TRUJILLO BERTHA E		ELIZABETH	CO	80107
13	R122315	ANDERSON ANGELA DAWN		ELIZABETH	CO	80107
14	R122315	ANDERSON MICHAEL SHANE		ELIZABETH	CO	80107
15	R122309	COMEAUX JONAH JOEL		ELIZABETH	CO	80107
16	R122309	PAULSON EMILY REBEKAH		ELIZABETH	CO	80107
17	R121905	SWEETBRIAR HOMES INC		ELIZABETH	CO	80107
18	R122307	RABIDEAU TYLER SCOT		ELIZABETH	CO	80107
19	R122307	RABIDEAU HANNAH JEAN		ELIZABETH	CO	80107
20	R122311	SILZ HALEIGH ELIZABETH		ELIZABETH	CO	80107
21	R122311	CLAWSON BRIAN DANIEL		ELIZABETH	CO	80107
22	R122310	LOPEZ AUSTIN BLAKE HALL		ELIZABETH	CO	80107
23	R122310	COFFIN KENDRA JUNE		ELIZABETH	CO	80107
24	R122218	GOLD CREEK VALLEY HOMEOWNERS ASSOCIATION INC		CASTLE ROCK	CO	80109-1540
25	R122265	ARMSTRONG JOURNEY CORINNE		ELIZABETH	CO	80107
26	R122265	ARMSTRONG BRIAN CHRISTOPHER		ELIZABETH	CO	80107
27	R118754	GOODHUE ROGER D		FRANKTOWN	CO	80116
28	R122304	HACKETT SARAH KAY		ELIZABETH	CO	80107
29	R122304	HACKETT WADE ALLEN		ELIZABETH	CO	80107
30	R108865	PAULSON ROBERT D		ELIZABETH	CO	80107
31	R122302	SCIFO NICHOLAS G		ELIZABETH	CO	80107
32	R122302	SCIFO JULIE M		ELIZABETH	CO	80107

	A	B	C	D	E	F
33	R122266	HARPER SHAWN DOUGLAS	[redacted]	ELIZABETH	CO	80107
34	R121909	SPRADLING CORY	[redacted]	ELIZABETH	CO	80107
35	R121909	KRUEGER LINDA A		ELIZABETH	CO	80107
36	R121907	SWEETBRIAR HOMES INC		ELIZABETH	CO	80107
37	R109452	WILLIAMS STACY L		ELIZABETH	CO	80107
38	R122300	LAMB JOSHUA WILLIAM		ELIZABETH	CO	80107
39	R122300	LAMB NICOLE ALEXANDRA		ELIZABETH	CO	80107
40	R109423	TURN 2 DEVELOPMENT LLC		ELIZABETH	CO	80107
41	R122293	ALEXANDER SAMUEL LEE		ELIZABETH	CO	80107
42	R122293	ALEXANDER WHITNEY MAE		ELIZABETH	CO	80107
43	R122268	PROKOP PAMELA MEADOWS		ELIZABETH	CO	80107
44	R122305	SPERRY CORI CUSACK		ELIZABETH	CO	80107
45	R122305	SPERRY SHANE WILLIAM		ELIZABETH	CO	80107
46	R122319	SETYAN NORAYR NICK		ELIZABETH	CO	80107
47	R122319	SETYAN TAMARA		ELIZABETH	CO	80107
48	R122319	SETYAN ASHOT		ELIZABETH	CO	80107
49	R108866	HERNANDEZ RANDY		ELIZABETH	CO	80107
50	R121910	EDWARDS JEREMIAH DANIEL		ELIZABETH	CO	80107
51	R121910	EDWARDS KRISTIN		ELIZABETH	CO	80107
52	R122317	SCOTT ALICIA MARIE		ELIZABETH	CO	80107
53	R108873	TOWN OF ELIZABETH		ELIZABETH	CO	80107-0159
54	R108873	(ELIZABETH WATER ACTIVITY ENTERPRISE)		ELIZABETH	CO	80107-0159
55	R122316	LIEMMERTZ MELISSA		ELIZABETH	CO	80107
56	R122303	DOUGHERTY BRUCE RAY		ELIZABETH	CO	80107
57	R122318	COYLE DANIEL RICHARD		ELIZABETH	CO	80107
58	R122318	COYLE MEGAN RENEE		ELIZABETH	CO	80107
59	R122301	SANDOVAL JAMES BEN III		CASTLE ROCK	CO	80109
60	R122301	SAMS RACHEL NICOLE		CASTLE ROCK	CO	80109
61	R122314	NIGGEMANN NORTON JENNIFER		ELIZABETH	CO	80107
62	R122314	NIGGEMANN KARL DEWAYNE		ELIZABETH	CO	80107
63	R108872	TOWN OF ELIZABETH		ELIZABETH	CO	80107-0159
64	R108872	(ELIZABETH WATER ACTIVITY ENTERPRISE)		ELIZABETH	CO	80107-0159

	A	B	C	D	E	F
65	R122299	WARNER RALPH STEVEN	9[redacted] Y CT	ELIZABETH	CO	80107
66	R122299	WARNER KAREN JOY	[redacted] Y CT	ELIZABETH	CO	80107
67	R122306	ALBERS DESIREE MARIE	[redacted] Y CT	ELIZABETH	CO	80107
68	R122306	ALBERS TIMOTHY LARRY	[redacted] Y CT	ELIZABETH	CO	80107
69	R109424	ELLIOTT STEVEN R	[redacted]	CENTENNIAL	CO	80122
70	R109424	ELLIOTT LINDA K	[redacted]	CENTENNIAL	CO	80122
71	R122312	ROBERTS ALLIE	[redacted]	ELIZABETH	CO	80107-8650
72	R122312	ROBERTS DANIEL	6[redacted]	ELIZABETH	CO	80107-8650

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Spetny
[redacted]
Elizabeth, CO 80107

9590 9402 8395 3156 2367 42

2. Article Number *(Transfer from service label)*

7022 3330 0000 6847 0074

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

ELIZABETH CO 80107
JUL 29 2024

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Setyan
[redacted]
Elizabeth, Co. 80107

9590 9402 8395 3156 2366 81

2. Article Number *(Transfer from service label)*

7022 3330 0000 6847 0012

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

ELIZABETH CO 80107
JUL 29 2024

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Knapp
[redacted]
Elizabeth, Co. 80107

9590 9402 8395 3156 2369 19

2. Article Number *(Transfer from service label)*

7022 3330 0000 6847 0234

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

ELIZABETH CO 80107
JUL 29 2024

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☒ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Emily Paulson
[redacted]
Elizabeth, Co. 80107

9590 9402 8395 3156 2368 10

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0166

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

ELIZABETH, CO
JUL 29 2024
80107

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☑ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Jonah Comeaux
[redacted]
Elizabeth, Co. 80107

9590 9402 8395 3156 2370 84

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0395

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

ELIZABETH, CO
JUL 29 2024
80107

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Roger Goodhue
[redacted]
Elizabeth, Co. 80107

9590 9402 8395 3156 2369 64

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0302

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☑ Addressee

B. Received by (Printed Name) Roger Goodhue | C. Date of Delivery 7-27-24

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Brian armstrong
[redacted]
Elizabeth CO 80107

9590 9402 8395 3156 2371 14

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0449

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) Brian C Armstrong | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

ELIZABET
JUL 26 2024

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

80107

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

---

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Hackett
[redacted]
ElBabeth, CO. 80107

9590 9402 8395 3156 2369 88

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0289

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) Sarah Hackett | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

ELIZABETH, CO
JUL 26 2024

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

80107

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

---

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Robert Paulson
[redacted]
Elizabeth, CO. 80107

9590 9402 8395 3156 2368 34

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0159

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

ELIZABETH, CO
JUL 29 2024

[signature]

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

80107

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Warner
[redacted]
Elizabeth CO 80107

9590 9402 8395 3156 2367 04

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0036

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X R Steven Warner ☐ Agent ☐ Addressee

B. Received by (Printed Name) R STEVEN WARNER
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

ELIZ CO JUL 26 2024 80107

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Michael Dress
[redacted]
Elizabeth, Co. 80107

9590 9402 8395 3156 2370 46

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0364

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☒ Addressee

B. Received by (Printed Name) MIKE DRESS
C. Date of Delivery 7-19-24

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Johnson
[redacted]
Elizabeth, Co 80107

9590 9402 8395 3156 2369 33

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0258

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name)
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

ELIZABETH CO JUL 20 2024

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Steven Elliott
[redacted]
Centennial, Co. 80122

9590 9402 8395 3156 2369 95

2. Article Number *(Transfer from service label)*

7022 3330 0000 6847 0319

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Linda Elliott | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

JUL 20 2024

SENT TO 80108

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Williams
[redacted]
Elizabeth, CO
80107

9590 9402 8395 3156 2366 98

2. Article Number *(Transfer from service label)*

7022 3330 0000 6847 0029

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☒ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery 7-19-24

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Linda Krueger
[redacted]
Elizabeth, Co. 80107

9590 9402 8395 3156 2369 02

2. Article Number *(Transfer from service label)*

7022 3330 0000 6847 0227

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☒ Addressee

B. Received by *(Printed Name)* Linda Krueger | C. Date of Delivery 7/19/2024

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Town of Elizabeth
[redacted]
Eliz Water ent.
ElBabeth CO 80107

9590 9402 8395 3156 2371 38

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0401

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [signature] ☐ Agent ☒ Addressee

B. Received by (Printed Name): Harmony Malakowski — C. Date of Delivery: 7/19/24

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 — Domestic Return Receipt

---

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Bertha Trejillo
[redacted]
Elizabeth, Co. 80107

9590 9402 8395 3156 2367 11

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0043

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [signature] ☐ Agent ☒ Addressee

B. Received by (Printed Name): MIKE DIESS — C. Date of Delivery: 7-19-24

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 — Domestic Return Receipt

---

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Lamb
[redacted]
ElBabeth, Co. 80107

9590 9402 8395 3156 2368 96

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0210

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) — C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

ELIZABETH, CO 80107
JUL 27 2024

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 — Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Randy Hernandez
[redacted]
Elizabeth, Co. 80107

9590 9402 8395 3156 2371 52

2. Article Number (Transfer from service label)

9589 0710 5270 0180 3025 02

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

ELIZABETH, CO
JUL 24 2024

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

---

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Pamela Prokop
[redacted]
Elizabeth, Co 80107

9590 9402 8395 3156 2368 27

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0142

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

ELIZABETH, CO
JUL 24 2024

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

---

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Shawn Harper
[redacted]
Elbabeth, Co. 80107

9590 9402 8395 3156 2369 57

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0272

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SIGN POSTING AFFIDAVIT

Elizabeth Street

CR 136

The above sign was posted on July 22, 2024, pursuant to the Town of Elizabeth Land Development Code, by Turn 2 Development, LLC (Applicant).

Signature

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

Subscribed and sworn to before me this 23rd day of July, 2024, by Ragan Pace

My commission expires: January 11th, 2027

(SEAL)

RAGAN PACE
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20174019389
MY COMMISSION EXPIRES JAN 11, 2027

Notary Public

MY COMMISSION EXPIRES JAN 11, 2023
NOTARY ID 20174018386
NOTARY PUBLIC - STATE OF COLORADO
AARON RACE

PUBLISHER'S AFFIDAVIT

STATE OF COLORADO)
) ss.
COUNTY OF ELBERT)

I, Nikki Lister, do solemnly affirm that I am the Publisher of RANCHLAND NEWS; that the same is a weekly newspaper published at Simla, County of Elbert, State of Colorado, and has a general circulation therein; that said newspaper has been continuously and uninterruptedly published in said County of Elbert for a period of at least 52 consecutive weeks next prior to the first publication of the annexed notice, that said newspaper is entered in the post office at Calhan, Colorado as second class mail matter and that said newspaper is a newspaper within the meaning of the Act of the General Assembly of the State of Colorado, approved March 30, 1923, and entitled "Legal Notices and Advertisements," with other Acts relating to the printing and publishing of legal notices and advertisements. That the annexed notice was published in the regular and entire issue of said newspaper, once each week for one successive weeks; that the first publication of said notice was in the Issue of said newspaper dated;

July 4, 2024

and the last publication of said notice was in the issue of said newspaper dated;

July 4, 2024

and that copies of each number of said paper in which said notice and/or list was published were delivered by carriers or transmitted by mail to each of the subscribers of said newspaper, Ranchland News, according to the accustomed mode of business in this office.

Nikki Lister

Publisher

The above certificate of publication was subscribed and affirmed to before me, a Notary Public, to be the identical person described in the above certificate, on the

4 day of July, 2024, 2024

Jenna Lister

Notary Public

February 20, 2028

(My Notary Public Commission Expiration Date)

JENNIFER LISTER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244007249
MY COMMISSION EXPIRES FEBRUARY 20, 2028

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Planning Commission and Board of Trustees shall hold public hearings concerning an initial zoning request to the Commercial Mixed Use (CMU) District for the property described in Exhibit A and located at 889 S Elizabeth Street, pursuant to the Town of Elizabeth Land Development Ordinance.

A public hearing is to be held before the Planning Commission on August 6, 2024 at 6:30 p.m. and a public hearing before the Board of Trustees on August 27, 2024 at 7:00 p.m., or as soon as possible thereafter. The public hearings shall be held in the Town Hall, 151 South Banner Street, Elizabeth, Colorado, or at such other time or place in the event these hearings are adjourned. Further information is available through the Town Community Development Department at (303) 646-4166.

ALL INTERESTED PERSONS MAY ATTEND. EXHIBIT A (legal description) A Tract of land situated in the Southeast quarter of the Northeast quarter of Section 13, Township 8 South, Range 65 West of the 6th P.M., County of Elbert, State of Colorado, more particularly described as follows:

Commencing at the Southeast corner of said Southeast quarter of the Northeast quarter thence North 89°21'41" West along the South line of said Southeast quarter of the Northeast quarter a distance of 370.75 feet to the West right of way line of Elizabeth Street and to the True Point of Beginning;

Thence North 89°21'41" West along South line a distance of 269.92 feet;

Thence North 2°10'53" West a distance of 315.98 feet;

Thence South 89°21'41" East, a distance of 282.18 feet to the West right of way line of Elizabeth Street;

Thence South 0°02'29" West along said West right of way line a distance of 315.62 feet to the Point of Beginning.

Published July 4, 2024
In Ranchland News
Legal No. 199

TO: Honorable Mayor and Board of Trustees
FROM: Zach Higgins, AICP Community Development Director
DATE: August 27, 2024
SUBJECT: Main Street Streetscape Construction Staking Contract, Resolution 24R36

SUMMARY

Staff is seeking the approval of Resolution 24R36, the Professional Services Agreement with CORE Engineering for the Main Street Streetscape Construction Staking. The Town of Elizabeth entered into a contract for construction of the Main Street Streetscape on 08/13/2024 with Triple M Construction. The Construction Staking process will involve staking of demolition limits, storm sewer, curb and gutter, sidewalks, streetlights, and fence demolition. Staking will be completed in two (2) phases which correspond to the phases outlined in the construction drawings. The full Scope of Services, Budget, and Timeline can be found in Exhibit A. The Schedule of Rates is outlined in Exhibit B.

Construction is expected to commence in September of 2024. CORE estimates the construction to take six (6) months to complete both phases of the project. The contractor will coordinate with CORE to request staking as needed to complete the project within their outlined timeframe. The Budget is noted as Fixed Fee (FF) $24,690.00 for Phase I and $26,300.00 for Phase II for a total of $50,990.

STAFF RECOMMENDATION

Staff recommends the approval of Resolution 24R36, the PSA with CORE Engineering to complete the Main Street Streetscape Construction Staking.

ATTACHMENT(S)

Resolution 24R36
CORE PSA

RESOLUTION 24R36

A RESOLUTION APPROVING THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE TOWN AND CORE CONSULTANTS, INC. FOR THE CONSTRUCTION STAKING OF THE MAIN STREET STREETSCAPE/WIDENING PROJECT

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO AS FOLLOWS:

Section 1. The Professional Services Agreement between the Town and CORE Consultants, Inc. for the construction staking of the Main Street Streetscape/Widening Project, attached hereto as **Exhibit A**, is hereby approved and the Mayor is authorized to execute same on behalf of the Town.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2024, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

_____
Tammy Payne, Mayor

ATTEST

_____
Michelle M. Oeser, Town Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 27th day of August, 2024, by and between the Town of Elizabeth, State of Colorado (hereinafter referred to as the "Town") and CORE Consultants, Inc. (hereinafter referred to as "Consultant").

RECITALS:

A. The Town requires professional services.

B. Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Consultant shall provide to the Town, professional consulting services for the Project.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project which are described or reasonably implied from **Exhibit A** which is attached hereto and incorporated herein by this reference.

II. THE TOWN'S OBLIGATIONS/CONFIDENTIALITY

The Town shall provide Consultant with reports and such other data as may be available to the Town and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the Town or pursuant to a lawful court order directing such disclosure. All documents provided by the Town to Consultant shall be returned to the Town. Consultant is authorized by the Town to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF WORK PRODUCT

The Town acknowledges that the Consultant’s work product is an instrument of professional service. Nevertheless, the products prepared under this Agreement shall become the property of the Town upon completion of the work.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the Town shall pay Consultant in accordance with the schedule of charges in **Exhibit B**, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Consultant under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the Town.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the Town no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The Town has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the Town.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the Town) required by this Agreement have been turned over to and approved by the Town and upon receipt by the Town of Consultant's certification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt from the Town of a Notice to Proceed, Consultant shall commence work on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. The contract term is through December 31, 2026. The Town may provide Contractor with seven (7) days' advance written notice of termination at any time pursuant to the terms of the Original Agreement. Except as may be changed in writing by the Town,

the Project shall be complete and Consultant shall furnish the Town the specified deliverables as provided in Exhibit A.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the Town. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the Town for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the Town of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither the Town's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the Town provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. COMPLIANCE WITH LAW

The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

IX. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the Town, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligent act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any subconsultant of Consultant, or any officer, employee, representative, or agent of Consultant or of any subconsultant of Consultant, or which arise out of any workmen's compensation claim of any employee of Consultant or of any employee of any subconsultant of Consultant. Consultant agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of Consultant, or at the option of the Town, agrees to pay the Town or reimburse the Town for the defense costs incurred by the Town in connection with, any such liability, claims, or demands. Consultant also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss, or damage was caused in whole or in part by the act, omission, or other fault of the Town, its officers, or its employees, the Town shall reimburse Consultant for the portion of the judgment attributable to such act, omission, or other fault of the Town, its officers, or employees.

X. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to paragraph A. above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX. Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

B. Consultant shall procure and maintain, and shall cause any subconsultant of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX. Indemnification, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workmen's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars ($500,000) each accident, one million dollars

($1,000,000) disease - policy limit, and one million dollars ($1,000,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the workmen's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of six hundred thousand ($600,000) each occurrence and one million dollars ($1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

3. Professional liability insurance with minimum limits of six hundred thousand dollars ($600,000) each claim and one million dollars ($1,000,000) general aggregate.

4. The policy required by paragraph 2. above shall be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by paragraph 1. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the Town shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The completed certificate of insurance shall be sent to:

Town of Elizabeth
Box 159
151 S. Banner Street
Elizabeth, Colorado 80107

6. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the Town may immediately terminate this Agreement, or at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay

any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

7. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8. The parties hereto understand and agree that the Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty thousand dollars ($350,000) per person and nine hundred ninety thousand dollars ($990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101 et seq., 10 Colo. Rev. Stat., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

XI. WORKERS WITHOUT AUTHORIZATION.

a. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization and that Consultant has participated or attempted to participate in the basic pilot program administered by the U.S. Department of Homeland Security in order to verify that it does not employ any workers without authorization.

b. Prohibited Acts. Consultant shall not:

1. Knowingly employ or contract with a worker without authorization to perform work under this Agreement; or

2. Enter into a contract with a subconsultant that fails to certify to Consultant that the subconsultant shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

c. Verification.

1. Consultant has verified or attempted to verify through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Consultant does not employ any workers without authorization and, if Consultant is not accepted into the basic pilot program prior to entering into this Agreement, that Consultant shall apply to participate in the basic pilot program every three (3) months until Consultant is accepted or this Agreement has been completed, whichever is earlier.

2. Consultant shall not use basic pilot program procedures to undertake preemployment screening of job applicants while this Agreement is being performed.

3. If Consultant obtains actual knowledge that a subconsultant performing work under this Agreement knowingly employs or contracts with a worker without authorization, Consultant shall:

i. Notify the subconsultant and the Town within three (3) days that Consultant has actual knowledge that the subconsultant is employing or contracting with a worker without authorization; and

ii. Terminate the subcontract with the subconsultant if within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subconsultant does not stop employing or contracting with the worker without authorization; except that Consultant shall not terminate the contract with the subconsultant if during such three (3) days the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with a worker without authorization.

d. Duty to Comply with Investigations. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with the terms of this Agreement.

XII. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XIII. TERMINATION

This Agreement shall terminate at such time as the work in Section I is completed and the requirements of this Agreement are satisfied, or upon the Town's providing Consultant with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the Town's issuance of said written notice of intent to terminate, the Town shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the Town shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the Town thereafter shall be at the Town's sole risk, unless otherwise consented to by Consultant.

XIV. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the Town. Upon disclosure of any such personal or private interest, the Town shall determine if the interest constitutes a conflict of interest. If the Town determines that a conflict of interest exists, the Town may treat such conflict of interest as a default and terminate this Agreement.

XV. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Elbert, State of Colorado.

XVI. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the Town for any purposes.

XVII. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

XVIII. ENTIRE AGREEMENT

This Agreement and the attached Exhibits A and B is the entire Agreement between Consultant and the Town, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

XVIII. NOTICE

Any notice or communication between Consultant and the Town which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The Town: Town of Elizabeth
151 S. Banner Street
Box 159
Elizabeth, Colorado 80107

Consultant: CORE Consultants, Inc.

3473 South Broadway

Englewood, CO 80113

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate.

TOWN OF ELIZABETH, COLORADO

By: _____
Tammy Payne, Mayor

ATTEST:

_____
Michelle M. Oeser, Town Clerk

CONSULTANT

By: _____

_____
Title Date

ATTEST:

_____

_____
Title Date

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is made as of 7/1/2024, by and between CORE Consultants, Inc., a Colorado corporation whose principal place of business is located at 3473 S. Broadway, Englewood, CO 80113 ("CORE") and Town of Elizabeth ("Client"; CORE and Client are sometimes referred to as the "Parties") contains the following Attachments that are incorporated into and made part of this Agreement:

Exhibit A – Service Authorization
Exhibit B – Schedule of Rates
Exhibit C – Terms and Conditions
Exhibit D – Schedule of Insurance

When this Agreement and one or more Service Authorizations are executed, they combine to become a single agreement with respect to the professional services to be provided by CORE, fully incorporating Exhibits B, C, and D therein. This Agreement is binding upon the Parties, their successors, and assigns. Client understands the terms and conditions set forth and willingly enters into this Agreement. The terms of this Agreement shall also cover all services performed by CORE for Client, prior to the execution of the Agreement, if any.

The Parties agree as follows:

SCOPE OF SERVICES
The Scope of Services under this Agreement is defined in all fully executed Service Authorizations.

COMPENSATION
Compensation for the services provided under this Agreement is as defined in all fully executed Service Authorizations.

CORE's Schedule of Rates is attached as Exhibit B.

TERMS AND CONDITIONS
The terms and conditions of this Agreement are as set forth in Exhibit C and are incorporated herein as if contained directly in this Agreement.

LIMITATIONS OF PROFESSIONAL SERVICES
Services not specifically identified in any Service Authorization are excluded from this Agreement. However, deviation from the Scope of Service, whether client-driven or through agency review, will be justification for amendments to any applicable Service Authorizations.

INSURANCE
CORE is insured pursuant to the Schedule of Insurance attached hereto as Exhibit D.

3473 South Broadway
Englewood, Colorado 80113
303.703.4444
LIVEYOURCORE.CO

CORE: CORE Consultants, Inc. **Client:** Town of Elizabeth

CORE Signature 1:	**Signature:**
Title:	**Title:**
Date:	
Email:	**Date:**
CORE Signature 2:	
Title:	**Email:**
Date:	
Email:	
Address: 3473 South Broadway	**Address:**
Englewood, CO 80113	
Phone: 303.703.4444	**Phone:**

3473 South Broadway
Englewood, Colorado 80113
303.703.4444
LIVEYOURCORE.CO

EXHIBIT A

SERVICE AUTHORIZATION

Service Authorization No. 1
CORE Project No. 10-010-079 (the "Project").

This Exhibit A, Service Authorization, executed by and between CORE Consultants, Inc., a Colorado corporation whose principal place of business is located at 3473 S. Broadway, Englewood, CO 80113 ("CORE"), and Town of Elizabeth, ("Client"; CORE and Client, the "Parties"), shall become incorporated into and be part of that certain Professional Service Agreement between the Parties, dated 7/1/2024 (the "Agreement").

This Service Authorization identifies the Scope of Services, Assumptions and Clarifications, Exclusions, Client Responsibilities, and Compensation related to Services to be provided by CORE for the Project.

SCOPE OF SERVICES

The following Scope of Services and Fee for professional land survey services related to the construction staking of the Town of Elizabeth Main Street Roadway and Drainage Improvement project. This proposal is based on those staking items and quantities identified in the preliminary project Construction Documents completed by CORE Consultants, titled "ELIZABETH MAIN STREET ROADWAY AND DRAINAGE IMPROVEMENT PLANS", dated with a revision date of 5/22/2024.

Demolition Limits
Stakes will be provided for demolition limits at 25' stations and all angle points. Where standard stakes can't be set due to concrete or asphalt, a concrete nail will be set and circled with spray paint. The price provided is based on a maximum of two (2) individual staking requests and site mobilizations for each of the two projects phases.*

Storm Sewer
CORE will provide line and grade stakes for construction of the storm sewer. Hub and guard offsets will be set on a pre-determined offset at 25-foot intervals for the first 100-feet upstream from each structure, then at 50-foot intervals until the next structure along the mainline; inlets will be staked with two, offset stakes to inside wall of the inlet; and manholes will be staked with two, single offset stakes per manhole. Grades to be marked to flowline of mainline; top back of curb on inlets; and invert elevations on manholes. The price provided is based on a maximum of two (2) individual staking requests and site mobilizations for each of the two project phases.*

3473 South Broadway
Englewood, Colorado 80113
303.703.4444
LIVEYOURCORE.CO

Curb and Gutter

CORE will provide line and grade stakes for curb and gutter and curb heads in the intersections and ADA ramps. Stakes to be set on a pre-determined offset to top back of curb at intervals of 25 feet and at changes in grade, points of curvature, points of tangency, and stakable radius points of less than 20 feet. Larger radius curves will be staked with points on the offset line at the previously defined 25-foot stations so long as the arc length allows. Grades will be marked to finished top back of curb. Centerline of ADA ramps will be staked for horizontal location only. If ADA compliant constructability issues present themselves, we can make crews available for form checks on an hourly basis per the attached rate sheet. The price provided is based on a maximum of three (3) individual staking requests and site mobilizations for each of the two project phases.*

Sidewalks

CORE will Provide line and grade stakes for location of the detached sidewalks. Stakes will be set offset to the back of walk and graded to the finished top of concrete. Stakes will be set at 25-foot stations in addition to angle points and grade changes. The price provided is based on a maximum of two (2) individual staking requests and site mobilizations for each of the two project phases.*

Streetlights

CORE will provide two stakes offset streetlight centerline at an agreed upon offset, offset stakes will be graded to design top back of curb adjacent to the streetlight.

Fence Demolition Limits and Restaking

CORE will provide fence demolition limits and stake reconstruction line for the fence to be removed and replaced on the south side of east Broadway Street. Price provided is based on a single staking request and site mobilization.*

*It is the intent of the limitation of staking requests and mobilizations to minimize less than full day staking efforts that negatively impact the efficiency of the staking process. Mobilizations in excess of the maximum identified herein will be charged a $400 per trip fee in addition to contracted staking fees. For the purposes of this proposal, a mobilization shall be defined as any client requested trip to the project site for the purpose of construction staking. If more than one staking item is completed on any single day, the mobilization will be charged to that staking item with the highest client priority, or to that item on which the crew spent most of their time.

ASSUMPTIONS AND CLARIFICATIONS

The following Assumptions and Clarifications are provided relative to the Scope of Services, Compensation, and Schedule herein:

3473 South Broadway
Englewood, Colorado 80113
303.703.4444
LIVEYOURCORE.CO

1. Pricing is valid for 30 days. Beyond that, pricing will require review/revision by CORE.

2. This Agreement and all contents expressed herein are confidential and cannot be disclosed to parties outside of CORE and Cli``ent without the specific written permission of CORE.

3. The fee and Scope of Services are based on a separate, mutually agreed-upon schedule. Any work extending beyond the scope indicated due to revisions directed by Client is not included.

4. If the Scope of Services is increased, the fee will also increase based on requirements dictated by the schedule and requirements.

5. CORE services will be provided with a standard of care similar to other professional service firms providing these services within the region.

6. Payment and performance bond costs are not included.

7. Client shall provide CORE 48 business hours notice of required staking required, to include staking item, location, extents, and any special staking instructions. Staking requests received after 12:00 PM mountain time on Friday will be considered received the following Monday morning at 8:00 AM mountain time. Any staking requests received on a holiday recognized by CORE will be considered received at 8:00 AM the next business day.

SPECIFIC EXCLUSIONS

This Agreement specifically excludes the following items, and all items not listed in the Scope of Services presented herein:

1. Boundary and/or lot monumentation is excluded from this proposal, this service can be completed as change order to this proposal at the Client's request.

2. No range points are depicted in the Construction Documents, they are excluded from this Scope of Work but can be added as a change order to this proposal at the Client's request.

3. Landscaping and signage are excluded from this proposal, these services can be added as a change order to this proposal at the request of the Client.

4. Any items not specifically addressed in the Scope of Work provided are hereby excluded from this proposal.

3473 South Broadway
Englewood, Colorado 80113
303.703.4444
LIVEYOURCORE.CO

CLIENT RESPONSIBILITIES

The following items will be provided by Client:

1. Client shall cooperate with CORE in good faith, as necessary to allow CORE to perform the services defined in the Agreement.

2. Client shall provide CORE with information and criteria of Client's requirements for the Project.

3. Client shall provide access to the Project site as necessary for CORE's performance of the Scope of Services.

4. Client shall examine and respond promptly to CORE's submissions to Client.

5. Client shall consult with CORE regularly about the timeliness, cost, and adequacy of services as the service progress and promptly furnish to CORE written notice of any noncompliance with the terms of the Agreement.

3473 South Broadway
Englewood, Colorado 80113
303.703.4444
LIVEYOURCORE.CO

COMPENSATION

The Scope of Services provided herein will be provided on a Fixed Fee (FF) basis.. FF items will be invoiced on a percent-complete basis as the Project and services progress.

PROJECT PHASE	SCOPE PHASE	Phase Description	Proposed Fee	Type	Service Offering
1	1	DEMOLITION LIMITS	$5,450.00	FF	SURVEY
1	2	STORM SEWER	$4,130.00	FF	SURVEY
1	3	CURB AND GUTTER	$8,800.00	FF	SURVEY
1	4	SIDEWALKS	$5,110.00	FF	SURVEY
1	5	STREETLIGHTS	$1,200.00	FF	SURVEY
			$24,690.00		

PROJECT PHASE	SCOPE PHASE	Phase Description	Proposed Fee	Type	Service Offering
2	1	DEMOLITION LIMITS	$5,800.00	FF	SURVEY
2	2	STORM SEWER	$4,000.00	FF	SURVEY
2	3	CURB AND GUTTER	$9,000.00	FF	SURVEY
2	4	SIDEWALKS	$5,500.00	FF	SURVEY
2	5	STREETLIGHTS	$1,600.00	FF	SURVEY
2	6	FENCE DEMOLITION LIMITS AND RESTAKING	$400.00	FF	SURVEY
			$26,300.00		

All FF items will be invoiced pursuant to the Terms and Conditions and in accordance to the percent of work completed.

SCHEDULE

As requested by the client.

3473 South Broadway
Englewood, Colorado 80113
303.703.4444
LIVEYOURCORE.CO

CORE is hereby authorized by Client to proceed with the Scope of Services as set forth herein.

CORE Consultants, Inc. **Client:** Town of Elizabeth

CORE Signature 1:	**Signature:**
Title:	**Title:**
Date:	
Email:	**Date:**
CORE Signature 2:	
Title:	**Email:**
Date:	
Email:	
Address: 3473 South Broadway	**Address:**
Englewood, CO 80113	
Phone: 303.703.4444	**Phone:**

3473 South Broadway
Englewood, Colorado 80113
303.703.4444
LIVEYOURCORE.CO

EXHIBIT B - 2024 SCHEDULE OF RATES

(HOURLY)
Effective as of February 6, 2024

This Exhibit B, 2024 Schedule of Rates, is subject to change at any time.

MANAGEMENT

Principal	$230 - $260
Market Sector Leader	$220 - $260
Team Leader	$205 - $240
Project Manager	$170 - $215

ENGINEERING

Project Engineer	$155 - $190
Engineer	$120 - $140
Engineer Intern	$75 - $85

LAND SURVEYING

Project Surveyor	$130 - $170
Survey Technician	$80 - $130
Party Chief	$105 - $115
Instrument Operator	$95 -$100
Survey Intern	$75
One-Person Survey Crew	$145
Two-Person Survey Crew	$190

CAD/GIS

CAD Designer	$120 - $160
CAD Technician	$90 - $130

LITIGATION SUPPORT

Expert Witness/ Deposition	$350

ADMINISTRATION

Administrative Assistant	$85 - $100
Project Accountant	$120
Project Administrator	$150
Project Executive	$200

REIMBURSABLE EXPENSES

Vehicle Mileage	Current IRS rate
Travel Expense	cost + 15%
Postage/Shipping/Courier	cost + 15%
Survey Supplies	cost + 15%
Large Format Printing	B&W $2.50/sf Color $3.00/sf Mylar $3.00/sf

Direct reimbursable expenses such as travel expenses, meals and lodging, postage and shipping, reproduction, document, and special equipment purchases, and sub-consultants shall be billed at cost plus 15%. Any application, permit, submittal, review, and recording/filing fees shall be paid directly by the client.

3473 South Broadway
Englewood, Colorado 80113
303.703.4444
LIVEYOURCORE.CO

EXHIBIT C

TERMS AND CONDITIONS

Effective Date April 30, 2020

This Exhibit C, Terms and Conditions, is hereby incorporated into that certain Professional Service Agreement, executed by and between CORE Consultants, Inc. a Colorado corporation whose principal place of business is located at 3473 S. Broadway, Englewood, CO 80113 ("CORE") and Town of Elizabeth ("Client"; CORE and Client, individually, a "Party", and collectively, the "Parties"), and dated 7/1/2024 (the "Agreement").

These Terms and Conditions may be updated by CORE from time to time; however, such updated Terms and Conditions shall not apply to any previously executed Professional Service Agreement unless and until signed by Client under such previously executed Professional Service Agreement.

1. Standard of Care

1.1. All services provided by CORE under the Agreement will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances in this geographic area.

1.2. If due to CORE's negligence, a required item or component of the Project is omitted from CORE's designs, drawings, reports, calculations, specifications, electronic data, and similar services and deliverables, in either electronic or hard copy form (any such documents or instruments, "Instruments of Service"), CORE shall be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original Instruments of Service provided that such item or component was not omitted based on the failure of Client or its affiliates to provide CORE with appropriate information, specifications or data. However, CORE shall be compensated for the cost required to add such item or component to the extent that such item or component provides betterment or upgrades or enhances the value of the project that was not originally incorporated into the specifications or directions provided to CORE by Client.

2. Subcontractors

CORE shall not subcontract any part of its services under the Agreement without first providing notice to Client. Client consents to any subcontractor or subconsultant listed in the Scope of Services on Exhibit A. CORE shall obligate any subcontractor to agree to comply with all applicable provisions of the Agreement. Nothing contained in any subcontract shall create a contractual relationship between Client and any such subcontractor.

3473 South Broadway
Englewood, Colorado 80113
303.703.4444
LIVEYOURCORE.CO

3. Reuse of Documents

3.1. Client acknowledges the Instruments of Service are for use solely on the Project. CORE and its subconsultants, as authors and owners of their respective Instruments of Service, retain all common law, statutory, and other reserves rights, including copyrights. Distribution of Instruments of Service for regulatory or other Project purposes is not a publication in derogation of the reserved rights.

3.2. Upon execution of the Agreement and so long as Client is not in default of its obligations to CORE, CORE grants Client a nonexclusive license to reproduce all finished Instruments of Service prepared by CORE solely for use on the Project (the "License"), subject to the following: (a) if Client is in default of the Agreement, including instances where CORE terminates the Agreement for nonpayment, the License is terminated without the necessity of further action on the part of the Parties; (b) if Client terminates the Agreement for CORE's default (or for Client's convenience and Client is not in default of its obligations to CORE), the License is terminated without the necessity of further action on the part of the Parties and is replaced by a nonexclusive license, permitting Client, subject to the other provisions of the Agreement and this Exhibit C, to authorize properly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the Instruments of Service solely for purpose of completing, using, and maintaining the Project. CORE shall be awarded damages for Client's use of the Instruments of Service if it is later determined by an authority with competent jurisdiction that CORE was not in default. CORE retains the right to use, sell, and/or modify any databases developed and/or modified in performing its services.

3.3. The licenses granted are not assignable without CORE's prior written consent, and no license or right is granted or implied under the Agreement, except as provided above. Use of Instruments of Service after termination of the Agreement or upon suspension or completion of the Project is at Client's risk and without liability to CORE, and Client agrees to indemnify, defend, and hold CORE harmless from any and all claims, damages, losses, liabilities, and expenses, including attorney fees and expert and consulting fees, arising out of or resulting from such use.

4. Excluded Services

Services not expressly identified in writing in any applicable Service Authorization are excluded from the Scope of Services. Client expressly agrees that CORE has no responsibility to perform such services.

5. Additional Services

Client and CORE agree that there may be circumstances beyond their control, which are unforeseen and that may arise during the Project. These circumstances may require changes to the Scope of Services and Compensation. The additional services shall be invoiced per the terms of any applicable Service Authorization.

6. Construction Phase Services

3473 South Broadway
Englewood, Colorado 80113
303.703.4444
LIVEYOURCORE.CO

If Client retains CORE to provide construction services for all or portions of the Project construction phase, CORE will provide its professional opinions and observations to Client. Periodic observations of construction would be provided to obtain general knowledge of the construction work, to keep Client informed about the observable work, and to represent whether the work is in general conformance with the contract documents. Said representation is not a warranty from CORE that the construction work is without defect. Periodic observations by CORE shall not be construed as exhaustive or continuous inspections. CORE shall not be responsible for contractor's means, methods, techniques, sequences, procedures, or safety programs since these are exclusively the responsibility of the contractor and because CORE is neither qualified nor licensed to be a contractor. Nothing herein shall relieve the contractor of responsibility for the quality of its work or impose liability upon CORE for the quality or timeliness of that work.

7. Invoicing

7.1 CORE invoices on a fixed fee ("FF") and/or time and materials estimate ("TME") basis, which basis may be set forth in the applicable Service Authorization. FF scope items are invoiced on a percent complete basis, while TME items are invoiced pursuant to the Schedule of Rates in effect at the time services are rendered and expenses incurred. Overtime for non-exempt employees will be billed at 1.5 times their normal rate for time over 40 hours weekly. Changes to the Scope of Services and compensation shall be identified in a Service Authorization, submitted in writing to Client, and commenced only upon a fully executed Service Authorization. TME fee estimates shall not be exceeded without a fully executed amendment to the Service Authorization.

7.2 Reimbursable expenses shall be charged and invoiced at 1.15 times the direct out-of-pocket expense. These reimbursable expenses include but are not limited to, application, processing, review, recording, and permit fees, reasonable travel costs, communication costs, equipment and meeting room rentals, sub-consultant fees, reproduction costs, and delivery and shipping fees.

7.3 Invoicing is performed monthly with payment due net 30 days from the date of invoice. Amounts unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month. Collection charges, including attorney's fees and court costs, are payable by Client in the event of late payment. Final payment is required prior to release of any signed and stamped drawings, reports, or the delivery of any final Instruments of Service.

7.5 Any fee estimate provided is based upon our understanding of the Project at the time that the Scope of Services is provided. The fee estimate is also based upon a standard performance schedule for such services. Compressed schedules will increase the fee estimate. Unforeseen conditions or necessary revisions may require CORE to modify the original Scope of Services and obtain approval from Client prior to proceeding with the modified scope via a Service Authorization amendment.

3473 South Broadway
Englewood, Colorado 80113
303.703.4444
LIVEYOURCORE.CO

8. Insurance

During the term of the Agreement, CORE shall maintain the level of insurance protection as is set forth in Exhibit D.

9. Limitations

9.1. CORE agrees to indemnify and save Client harmless from any loss, cost, or expense, including reasonable attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of CORE in connection with the Project. Client agrees to indemnify and save CORE harmless from any loss, cost, or expense, including attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Client in connection with the Project. If the negligence of both CORE and Client is the cause of such damage or injury, the loss, cost, or expense shall be shared between CORE and Client in proportion to their relative degrees of negligence and the right of indemnity shall apply for such proportion.

9.2. It is intended that the performance of CORE's services shall not subject the personnel of the Parties, including employees, officers, directors, members, managers, and shareholders (collectively, "Personnel"), to any personal legal exposure for any risk associated with the Project. The Parties agree that any claim, demand, or suit shall be made only against a Party and not against any of its Personnel.

9.3. Client and CORE agree that notwithstanding any other provision in the Agreement to the contrary (including any other provision with the same or similar limiting language), to the fullest extent permitted by law: (a) the total liability in the aggregate, of CORE and its Personnel, agents and independent contractors, and any of them, to Client and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever (including, without limitation; indemnity obligations, contract damages, attorney's fees and expert witness fees) arising out of or in any way related to CORE's services, the Project, or the Agreement, from any cause or causes whatsoever and regardless of the legal theory asserted (including, without limitation, negligence, errors, omissions, strict liability, misrepresentation, breach of contract or warranty of CORE or its Personnel, agents and independent contractors, or any of them), shall not exceed the total compensation received by CORE under the Agreement, and if separate tasks are issued by separate Service Authorizations, then the total compensation received by CORE for a specific service on a specific project at a specific location; (b) the Parties waive claims against each other: (i) for incidental, special, indirect, punitive or consequential damages arising out of or relating to the Agreement, and CORE shall not be liable for any cost or expense that provides betterment, upgrade or enhancement of the Project; and (ii) against the subcontractors, subconsultants and employees of the other for damages to the extent that the damages sustained by either CORE or Client are covered by property insurance or general business insurance.

9.4. The mutual waiver of consequential damages under Section 9.3(b) above shall include but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of

3473 South Broadway
Englewood, Colorado 80113
303.703.4444
LIVEYOURCORE.CO

reputation, or any other consequential damages that either Party may have incurred from any cause of action including negligence, strict liability breach of contract, and breach of strict or implied warranty. The Parties shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

9.5. The provisions of this Section 9 shall survive expiration or termination of the Agreement and shall apply to all services provided to Client by CORE, whether within or not within the Scope of Services of the Agreement, except as the Parties may otherwise provide in signed writing making specific reference to this Section 9.

10. Unauthorized Changes to Instruments of Service

In the event Client, Client's contractors or subcontractors, or anyone for whom Client is legally liable makes or permits to be made any changes to any Instruments of Service prepared by CORE without obtaining CORE's prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against CORE and to release CORE from any liability arising directly or indirectly from such damages. Client agrees to the fullest extent permitted by law, to indemnify and hold harmless CORE from any damages, liabilities, or costs, including reasonable attorney's fees and costs of defense, arising from such changes. In addition, Client agrees to include in any contracts for construction appropriate language that prohibits the contractor or any subcontractors of any tier from making any changes or modifications to CORE's Instruments of Service without the prior written approval of CORE, and that further requires the Contactor to indemnify both CORE and Client from any liability or cost arising from such changes made without such proper authorization.

11. Changes to Scope of Services, Suspension

11.1. Additional Service Authorizations must be executed prior to commencing any and all additional services. Additional service requests from Client must include a comment period, commencement date, expected completion date, and any special conditions. If changes or additions cause an increase or decrease in the services provided under the Agreement, CORE and Client shall memorialize such changes or additions to the services provided by completing and executing a Service Authorization form.

11.2. Client may, upon providing written notice to CORE, suspend further performance of CORE's services. In such case, CORE will promptly suspend its performance upon receiving said notice. During such period of suspension, CORE shall care for and protect its services in progress for a period not to exceed 90 days, consecutively or in the aggregate. Client shall pay for any additional costs and fees incurred by CORE as a result of the suspension of Services. If Client chooses to withdraw a suspension as to all or part of suspended services, it must do so by providing written notice to CORE, specifying the effective date of such withdrawal. After receiving such written notice to withdraw such suspension, if CORE elects to proceed, CORE may resume performance of the services for which the suspension was withdrawn within a reasonable amount of time of such notice of withdrawal.

3473 South Broadway
Englewood, Colorado 80113
303.703.4444
LIVEYOURCORE.CO

11.3. Appropriate adjustments shall be made to CORE's compensation and any scheduling or deliverable dates justified by the suspension or withdrawal of suspension, and the Agreement shall be modified in writing accordingly.

12. Termination

12.1. Client may terminate the Agreement for Client's convenience and without cause upon giving CORE not less than seven calendar days' written notice of the same.

12.2. Either Party may terminate the Agreement for cause upon giving the other Party not less than seven calendar days' written notice for any of the following reasons;

(a) Substantial failure by the other Party to perform in accordance with the terms of the Agreement and through no fault of the terminating party;

(b) Assignment of the Agreement or transfer of the Project by either Party to any other entity without the prior written consent of the other Party;

(c) Suspension of the Project or the Consultant's services by Client for more than 90 calendar days, consecutive or in the aggregate;

(d) Material changes in the conditions under which the Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the Parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

12.3. In the event of termination of the Agreement by either Party, Client shall within 15 calendar days of termination pay CORE for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of the Agreement.

12.4. In the event of any termination that is not the fault of CORE, Client shall pay CORE, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by CORE in connection with the orderly termination of the Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expense directly resulting from the termination.

13. Governing Law and Venue

All questions as to the interpretation or enforceability of the Agreement shall be interpreted in accordance with the laws of the State of Colorado. In the event of any litigation involving the Agreement of the performance by the Parties thereto, such actions shall be brought in a court of competent jurisdiction in the State of Colorado.

14. Statutes of Limitation and Repose

All legal causes of action between the Parties of the Agreement shall accrue, and any applicable statutes of repose or limitation shall begin to run, no later than the date of

3473 South Broadway
Englewood, Colorado 80113
303.703.4444
LIVEYOURCORE.CO

Substantial Completion. In no event shall any statute of repose or limitation begin to run any later than the date CORE's services are completed or terminated.

15. Entire Agreement

The Agreement constitutes the entire agreement between the Parties with respect to the Scope of Services and supersedes all prior negotiations, representations, or agreements relating thereto, written, or oral. Unless otherwise provided for herein, no amendments, changes, alterations, or modifications of the Agreement shall be effective unless in writing, executed by CORE and Client.

16. Third-Party Beneficiaries

Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or CORE. CORE's services under the Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against CORE because of the Agreement or the performance or nonperformance of services hereunder. The Parties agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

17. Severability and Waiver

If any portion of the Agreement is held invalid or inoperative, then so far as is reasonable and possible, the remainder of the Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either Party to enforce against the other Party any term or provision of the Agreement shall be deemed not to be a waiver of such Party's right to enforce against the other Party the same or any other such term or provision.

18. Mediation

18.1. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Parties agree that all disputes between them arising out of or relating to the Agreement or the Project shall be submitted to nonbinding mediation.

18.2. The Parties further agree to include a similar meditation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

19. Assignment

Client shall not assign the Agreement or any part thereof without the prior written consent of CORE, nor shall Client assign any moneys due or to become due to it hereunder without the written consent of CORE. Any such assignment or subcontract shall be null and void.

3473 South Broadway
Englewood, Colorado 80113
303.703.4444
LIVEYOURCORE.CO

20. Force Majeure

Except for the payment of money for services already completed, each Party shall not be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by or results from causes beyond its control, without limitation, strikes, lockouts, or other industrial disturbances, civil disturbances, fires, acts of God, pandemics, acts of a public enemy, compliance with any regulations, orders or requirements of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.

21. Notices

All notices required or permitted hereunder shall be in writing and shall be served on the Parties at the addresses, and to the attention of the persons, noted in the Agreement. Any such notices shall be either: (i) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three business days after deposit, postage prepaid in the U.S. Mail; (ii) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered one business day after deposit with such courier; (iii) sent by personal delivery, or (iv) sent by email with read/receipt required and shall be deemed delivered upon receipt to the sending party of the acknowledged read/receipt. The above addresses may be changed by written notice to the other Party, provided that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

22. Counterparts

The Agreement may be signed in counterparts and by electronic signature, which when taken together shall constitute one document.

3473 South Broadway
Englewood, Colorado 80113
303.703.4444
LIVEYOURCORE.CO

EXHIBIT D

SCHEDULE OF INSURANCE

This Exhibit D, Schedule of Insurance, is hereby incorporated into that certain Professional Service Agreement, executed by and between CORE Consultants, Inc. a Colorado corporation whose principal place of business is located at 3473 S. Broadway, Englewood, CO 80113 ("CORE") and Town of Elizabeth ("Client"; CORE and Client, individually, a "Party", and collectively, the "Parties"), and dated 7/1/2024 (the "Agreement").

CORE shall maintain during the term of the Agreement insurance of the kinds and with the limits indicated below:

- Workers Compensation Insurance as required by statute, including Employers Liability, with limits of $1,000,000 each accident; $1,000,000 disease, policy limit; $1,000,000 disease, each employee.
- Commercial General Liability Insurance with limits of $1,000,000 per occurrence and $2,000,000 aggregate.
- Business Automobile Liability Insurance with limits of $1,000,000 per occurrence, combined single limits (owned, hired & non-owned).
- Umbrella/Excess Liability Insurance with limits of $5,000,000 per occurrence and aggregate.
- Professional Liability Practice Policy with limits of $2,000,000 per claim and $2,000,000 annual aggregate.

Certificate of insurance evidencing these coverages shall be submitted to Client at Client's request. The coverages are subject to the terms, exclusions, and conditions of the policies with the insurer's liability equivalent to CORE's under the Agreement, irrespective of the policy limits CORE will provide Client a 30-day advance written notice of cancellation. Failure to submit the certificates or endorsements, or failure of Client to insist upon submission shall not relieve CORE of its duty to maintain the required insurance.

Unless otherwise provided, Client shall maintain insurance upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of Client, the owner, CORE, and any other beneficially interested person or entity, and shall insure against the perils of fire and extended coverage, and shall include insurance for loss or damage. If CORE is damaged by failure of Client to maintain such insurance and to so notify CORE, then Client shall bear all costs properly attributable thereto. Client shall require that all contractors of any tier on the Project obtain and maintain insurance with appropriate limits to cover the perils of their undertakings and the allocation of risk on the Project.

3473 South Broadway
Englewood, Colorado 80113
303.703.4444
LIVEYOURCORE.CO

TO: Honorable Mayor, Mayor Pro Tem, and Members of the Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: August 27, 2024
SUBJECT: Acquisition of 601 S. Pine Ridge, Elizabeth, CO

BACKGROUND

The Town of Elizabeth has previously sought a more central location in which to establish a Town Hall facility which would also include sufficient space for the Elizabeth Police Department. The Town had previously sought to work with the owners of the Elizabeth 44 property to create such a centralized location. The attempts were unsuccessful.

The property located at 601 South Pine Ridge Street encompasses approximately 5.481 acres, with two (2) lots located in the Town of Elizabeth, and two (2) lots located within unincorporated Elbert County. The property currently includes a small home, a studio/office, a large metal storage shed, and a 2-car detached garage. Due to the size of the lots, taken together, the property would provide sufficient space for the establishment of a Town Hall facility with ready access to Elizabeth Street, and additional emergency access off Pine Ridge Street. The property is also of sufficient size to allow for buffers to the North, East, and South to continue to provide privacy for the adjacent neighborhood. In the alternative, the property may be used for the establishment of the Town's Community and Senior Center.

The property will likely be maintained as residential property in the immediate future, with an appropriate tenant being located for leasing. However, with the acquisition of this property, the Town meets the initial requirements to seek grant funding for the Town Hall facility. The Board will ultimately need to provide direction as to how to proceed after acquisition.

Lastly, it should be noted that by and through the acquisition of this specific property, the land will not be developed for purposes of multi-family residences. Prior to the Town's negotiation of the acquisition, developers were speculating on the feasibility of a multifamily apartment/condo facility at this location.

ANALYSIS

The listing price for the property is nine hundred fifty-thousand dollars ($950,000). The Town was able to secure the property for eight hundred ninety-five thousand dollars ($895,000) and within the parameters established by the Board. In the unlikely event future Boards would not be prepared to continue with the joint Town Hall/Police Department, it is reasonably believed the property could be sold.

STAFF RECOMMENDATION

The Board had previously authorized the negotiation and possible acquisition of this property. The purchase price and terms are consistent with the Board's prior instructions.

BUDGET CONSIDERATIONS
The total purchase price of eight hundred ninety-five thousand dollars ($895,000) will be included in the upcoming budget amendment. The funds themselves will come from the Town's reserves, and be transferred into the Capital Improvement Fund, Account 31-80-0100 Land Purchase.

The purchase price is considerably lower than the prices negotiated in relation to the Elizabeth 44 property. In addition, the Board may recall that the anticipated sale of the Gesin Lot should provide at least six hundred, forty-five thousand dollars ($645,000) in funds for the Town to offset some of the purchase price.

ATTACHMENTS
Resolution 24R37, a Resolution Approving the Purchase of Real Property Located at 601 South Pine Ridge Street, Elizabeth, Colorado, for the Benefit of the Town of Elizabeth

RESOLUTION 24R37

A RESOLUTION APPROVING THE PURCHASE OF REAL PROPERTY LOCATED AT 601 SOUTH PINE RIDGE STREET, ELIZABETH, COLORADO, FOR THE BENEFIT OF THE TOWN OF ELIZABETH

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO AS FOLLOWS:

1. The Board of Trustees hereby approves the purchase of the property located at 601 South Pine Ridge Street, Elizabeth, Colorado, and authorizes the Mayor to execute any and all necessary documents regarding the purchase.

2. The Board of Trustees further authorizes the Town Administrator and/or the Finance Manager to execute any and all necessary documents regarding the purchase of said property, and to tender the appropriate sums required to complete said transaction.

PASSED, APPROVED, and ADOPTED this 27th day of August 2024, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

_____
Tammy Payne, Mayor

ATTEST:

_____
Michelle M. Oeser, Town Clerk

TO: Honorable Mayor, Mayor Pro Tem, and Members of the Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: August 27, 2024
SUBJECT: Firearms in Sensitive Spaces

BACKGROUND
The Colorado State Legislature recently passed Senate Bill 24-131 which generally prohibited the carrying of firearms in "sensitive spaces". This Bill became effective July 1, 2024. For purposes of the Town of Elizabeth, the Bill prevents carrying of a firearm on the property, within any building, or in any adjacent parking areas of any local governmental building where: (1) the chambers or galleries of the governing body is located; (2) a meeting of the governing body is being conducted; (3) the official office of any elected member of the governing body or of the chief executive officer is located; or (4) a courthouse or any other building or portion of a building used for Court proceedings.

Local governments may opt out of the prohibition on carrying a firearm in or near local governmental buildings by ordinance or regulation. Special conditions still remain for purposes of carrying a firearm related to polling and ballot drop box locations. Staff will work to ensure proper signage is provided to inform the public.

ANALYSIS
The Board has sought to opt out of Senate Bill 24-131 to the extent possible.

STAFF RECOMMENDATION
Staff recommends and supports opting out of Senate Bill 24-231 as it relates to the Town of Elizabeth.

BUDGET CONSIDERATIONS
N/A

ATTACHMENTS
Ordinance 24-13, An Ordinance Amending Chapter 10 of the Town of Elizabeth Municipal Code to Permit the Carrying of Firearms in the Elizabeth Town Hall.

ORDINANCE 24-13

AN ORDINANCE AMENDING CHAPTER 10 OF THE TOWN OF ELIZABETH MUNICIPAL CODE TO PERMIT THE CARRYING OF FIREARMS IN THE ELIZABETH TOWN HALL

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

Section 1. Section 10-8-20 of the Elizabeth Municipal Code is hereby amended by the addition thereto of a new subsection (c) to read as follows:

Sec. 10-8-20. Carrying weapons.

(c) Consistent with the authorization to the Town set forth in C.R.S. § 18-12-105.3(4)(b), it is not unlawful for any person to knowingly carry a firearm, whether loaded or not loaded, on the property or within any building in which:

(1) The chambers or galleries of the Board of Trustees are located, generally known as the Town Hall of the Town of Elizabeth;

(2) Another location at which a meeting of the Board of Trustees is being conducted; or

(3) The location of the official office of any elected member of the Board of Trustees.

Nothing in this Subsection (c) shall be construed to allow a person to knowingly carry a firearm, whether loaded or unloaded, that the person is not otherwise legally permitted to carry pursuant to applicable federal, State, and local law, including without limitation the other provisions of this Section 10-8-20.

Section 2. 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 3. 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 4. 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 _____, 2024.

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

_____
Tammy Payne, Mayor

ATTEST

_____
Michelle M. Oeser, Town Clerk

TOWN OF ELIZABETH POLICE DEPARTMENT

CHIEF OF POLICE JEFF ENGEL

425 S. Main St., P.O. Box 1527, Elizabeth, Colorado, 80107
Phone: 303-646-4664 Fax: 303-646-0616
Email: mailto:police@townofelizabeth.org
www.townofelizabeth.org

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 08/04/2024 to 08/17/2024

ELIZABETH POLICE DEPARTMENT'S MISSION STATEMENT:

"The Elizabeth Police Department is committed to service excellence in protecting life and property, impartial enforcement of law, and building community with those who live, work, and visit the Town of Elizabeth."

The following is an informational breakdown of EPD police activity from **08/04/2024 at 12:01 a.m. to 08/17/2024 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 (DCRD) records.

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

Colorado Association of Chiefs of Police

TOWN OF ELIZABETH POLICE DEPARTMENT

CHIEF OF POLICE JEFF ENGEL

425 S. Main St., P.O. Box 1527, Elizabeth, Colorado, 80107
Phone: 303-646-4664 Fax: 303-646-0616
Email: mailto:police@townofelizabeth.org
www.townofelizabeth.org

Total Calls for Service:

337

Traffic Stops:

Total Stops:	Penalty Assessments:	Written Warnings:	Verbal Warnings:	Assists to Other Agencies
20	8	10	2	0

Parking Violations:

Total Parking Violations:	Parking Citations:	Parking Written Warnings:	Parking Verbal Warnings:
4	0	4	0

Other Calls for Service:

Call Type:	Number of Calls:
Fire Alarm Test	1
911 Landline	1
911 Rapid SOS	6
Alarm-Business Burglary	1
Animal Complaint	3
Assist to Fire Department	1
Assist to Other Agency	6
Business Check	11
Citizen Assist	1
Citizen Contact	9
Civil	2
Crime Prevention	9
Criminal Mischief	1
Disturbance	2
Domestic Violence-Verbal	2

Colorado Association of Chiefs of Police

425 S. Main St., P.O. Box 1527, Elizabeth, Colorado, 80107
Phone: 303-646-4664 Fax: 303-646-0616
Email: mailto:police@townofelizabeth.org
www.townofelizabeth.org

Fireworks	1
Follow Up	34
Fraud	1
Harassment	2
Hazmat Response	1
Increased Patrol	162
Medical Assist	5
Menacing	1
Motorist Assist	4
Municipal Ordinance Violation	12
Motor Vehicle Accident with Property Damage	2
Motor Vehicle Accident with Unknown Injuries	3
Park Check	2
Parking Complaint	4
Report Every Drunk Driver Immediately	1
School Education	1
Sex Offense	1
Special Assignment	1
Suicidal Subject	1
Suspicious Vehicle	7
Theft	1
Traffic Complaint	1
Traffic Hazard	5
Traffic Stop	20
VIN Verify	4
Welfare Check	4

TOWN OF ELIZABETH POLICE DEPARTMENT

CHIEF OF POLICE JEFF ENGEL

425 S. Main St., P.O. Box 1527, Elizabeth, Colorado, 80107
Phone: 303-646-4664 Fax: 303-646-0616
Email: mailto:police@townofelizabeth.org
www.townofelizabeth.org

Open Patrol Division Criminal Investigations:

Case Number:	Call Type:	Details:
24-0838	Criminal Mischief	Investigation into vandalism that occurred in private property.
24-1237	Municipal Ordinance Violation	Investigation into a property in Town. This case was elevated from Community Services to Patrol.
24-1673	Motor Vehicle Theft	Investigation into a vehicle that was stolen and recovered in Town.
24-2091	Homicide	Investigation into a homicide that occurred in Town.
24-2699	Theft	Investigation of theft at a local business.
24-2832	Financial Crimes	Investigation into fraud at a local business.
24-3465	Bias-Motivated Crime	Investigation into a bias-motivated crime that occurred in Town.
24-3517	Menacing	Investigation into a menacing involving a firearm.
24-3742	Financial Crimes	Investigation into fraud at a financial institution.
24-3786	Motor Vehicle Accident	Investigation into a crash that occurred in Town.

TOWN OF ELIZABETH POLICE DEPARTMENT

CHIEF OF POLICE JEFF ENGEL

425 S. Main St., P.O. Box 1527, Elizabeth, Colorado, 80107
Phone: 303-646-4664 Fax: 303-646-0616
Email: mailto:police@townofelizabeth.org
www.townofelizabeth.org

Open Community Services Division Municipal Ordinance Violations:

Case Number:	Call Type:	Notes:
24-3188	Abandoned Vehicles	Investigation into abandoned vehicles on a property in Town.
24-3209	Animal Complaint	Investigation into several violations at a property in Town.
24-3252	Municipal Ordinance Violation	Investigation into several violations at a property in Town.
24-3541	Abandoned Vehicle	Investigation into an abandoned vehicle in Town.

**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:
24-3409	Assist to Elbert County	EPD responded to assist the Elbert County Sheriff's Office on a DUI. EPD conducted an EBAT test for ECSO.
24-3488	Motor Vehicle Crash	EPD responded to a single vehicle crash. It was determined that the motorist had failed to report the crash to law enforcement. The motorist was issued a state summons for a traffic offense.
24-3612	Motor Vehicle Crash	EPD responded to a two-vehicle crash. The at fault driver was identified and issued a municipal summons for a traffic offense.

425 S. Main St., P.O. Box 1527, Elizabeth, Colorado, 80107
Phone: 303-646-4664 Fax: 303-646-0616
Email: mailto:police@townofelizabeth.org
www.townofelizabeth.org

24-3549	Domestic Violence	EPD responded to a reported verbal domestic violence. After investigation, it was determined that no crime had occurred.
24-3552	Harassment	EPD responded to a reported harassment. After investigation, it was determined that probable cause existed that a crime occurred. The suspect was issued a municipal summons for a criminal offense.
24-3574	Financial Crime	EPD responded to a local business on a report of fraud. After investigation, it was determined that no crime had occurred.
24-3523	Warrant Arrest	EPD conducted a traffic stop. Upon clearing the driver, it was discovered they had an active warrant for their arrest. The driver was arrested and subsequently booked into the Elbert County Jail.
24-2622	Sex Offense	EPD concluded an investigation into an alleged sex offense. After investigation, there was insufficient evidence to support criminal charges.
24-3406	Assault	EPD responded to a reported break in and assault at a residence. After investigation, it was determined the reporting party inflicted the injuries on themselves due to a mental illness. The case was deactivated with no criminal charges.
24-3373	Municipal Ordinance Violation	EPD Community Services concluded an investigation on a property in Town that was in violation of several ordinances. After collaborating with the owner, the property came into compliance.
24-3545	Weed Control	EPD Community Services concluded an investigation on a property in Town that was in violation overgrown weeds. After working with the owner, the property came into compliance.

425 S. Main St., P.O. Box 1527, Elizabeth, Colorado, 80107
Phone: 303-646-4664 Fax: 303-646-0616
Email: mailto:police@townofelizabeth.org
www.townofelizabeth.org

24-3570	Unattached Trailer	EPD Community Services concluded an investigation into an unattached trailer in Town that was in violation of Town ordinance. After working with the owner, the property came into compliance.
24-3741	Drug Violation	EPD Officers responded to a park in Town on report of a sex offense. After investigation, drugs and numerous items of paraphernalia were located. Two juveniles were issued municipal summonses for several offenses.
24-3770	Domestic Violence	EPD responded to a 911 call at a residence in Town. After preliminary investigation, it was determined that a possible domestic violence situation had taken place. After the investigation had concluded, it was determined that no crime had occurred.
24-3773	Mental Health Hold	EPD responded to a suicidal party. The party had utilized numerous ways to inflict self-harm. EPD placed the party into protective custody and transported them to a local hospital on an Emergency Mental Health Hold.
24-3799	Domestic Violence	EPD responded to a reported verbal domestic violence. After investigation, it was determined that no crime had occurred.
24-1638	Municipal Ordinance Violation	EPD Community Services was investigating a property in Town for numerous violations of the Town Code. After several attempts to contact the owner who was nonresponsive to requests to clean the property up, the case was forwarded to the Patrol Division. An arrest warrant was drafted and signed.

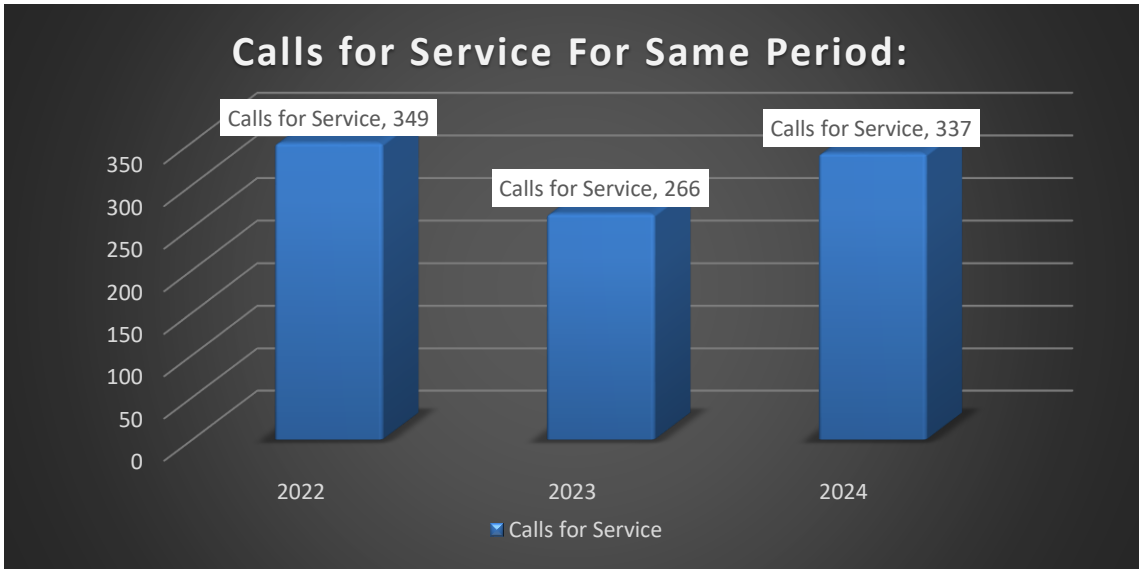
TOWN OF ELIZABETH POLICE DEPARTMENT

CHIEF OF POLICE JEFF ENGEL

425 S. Main St., P.O. Box 1527, Elizabeth, Colorado, 80107
Phone: 303-646-4664 Fax: 303-646-0616
Email: mailto:police@townofelizabeth.org
www.townofelizabeth.org

24-3780	Motor Vehicle Accident	EPD responded to a two-vehicle crash. There were no injures and the damage was minor. A crash report was taken.
24-3805	Criminal Mischief	EPD Officers located graffiti in a known place of vandalism. Pictures were taken however there are no active leads.

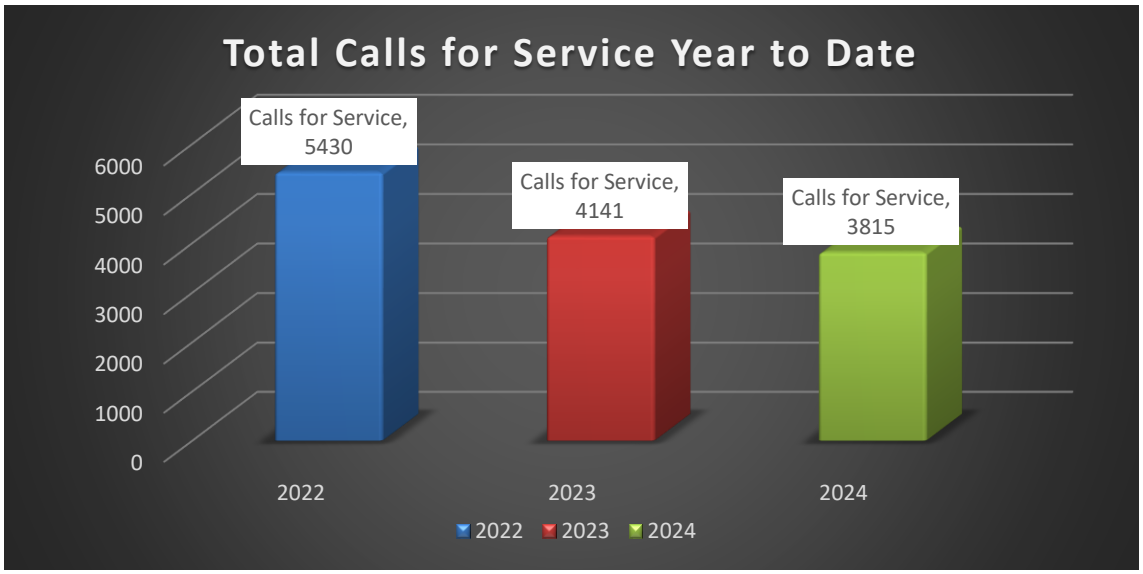
Historical Data:

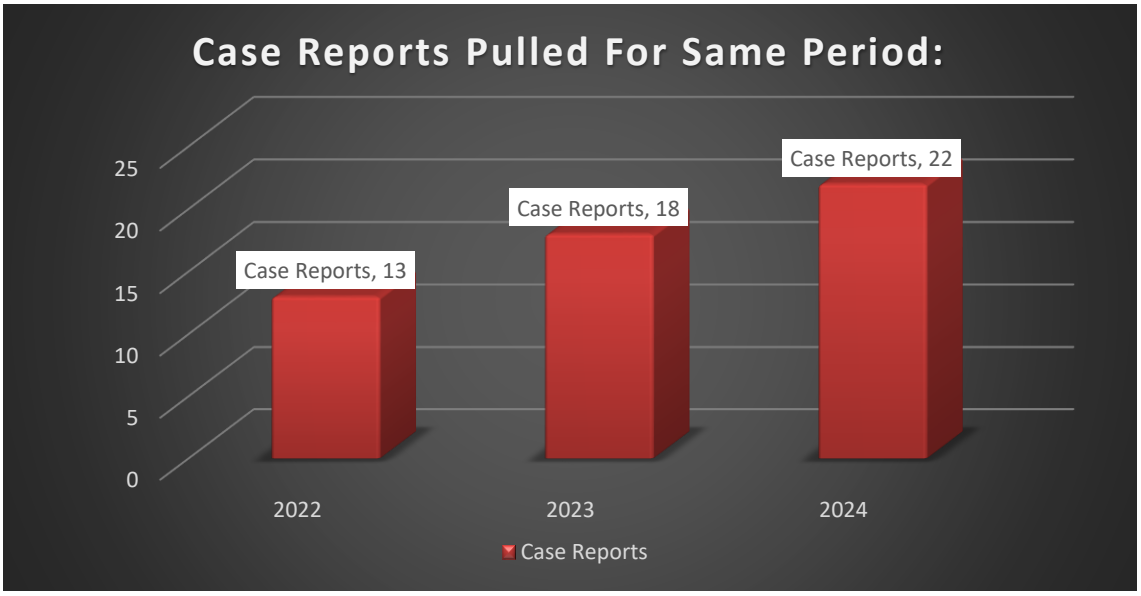


TOWN OF ELIZABETH POLICE DEPARTMENT

CHIEF OF POLICE JEFF ENGEL

425 S. Main St., P.O. Box 1527, Elizabeth, Colorado, 80107
Phone: 303-646-4664 Fax: 303-646-0616
Email: mailto:police@townofelizabeth.org
www.townofelizabeth.org

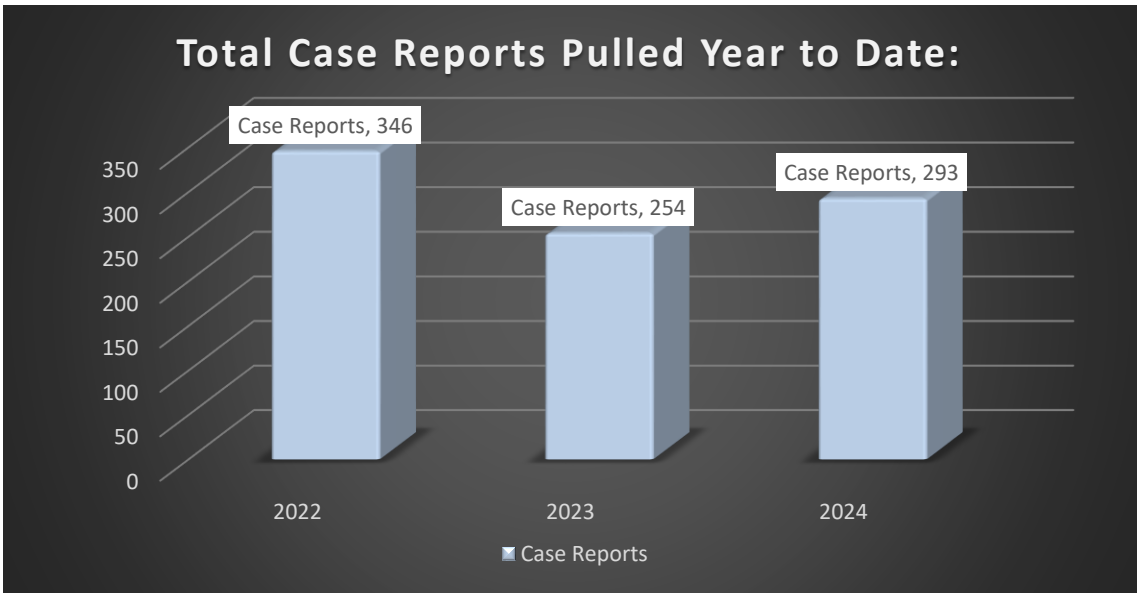




TOWN OF ELIZABETH POLICE DEPARTMENT

CHIEF OF POLICE JEFF ENGEL

425 S. Main St., P.O. Box 1527, Elizabeth, Colorado, 80107
Phone: 303-646-4664 Fax: 303-646-0616
Email: mailto:police@townofelizabeth.org
www.townofelizabeth.org



Colorado Association of Chiefs of Police

August 27, 2024

Management Team Updates

Community Development – Zach Higgins, Community Development Director

- Gesin Lot RFP – Staff has met with the DOLA Main Street Program to discuss upcoming projects. DOLA Main Street has provided the Town with ten (10) hours of professional RFP development services with one of their consultants to establish an RFP for the Gesin Lot. Staff has coordinated with the Historic Advisory Board, Main Street Board, and Board of Trustees to create a draft RFP. The RFP has been distributed on BidNet and received good feedback thus far.
- Staff is working with Elizabeth Parks and Recreation District and Elizabeth School District on a joint Planning and Capacity Grant for a Parks, Trails, and Open Space Master Plan. Town Staff is working with the Elizabeth School District and Elizabeth Parks and Recreation District to find a consultant so that the official Master Planning process can begin in September. RFP has been released on BidNET.
- Main Street Monument Sign. DHM has provided the Town with a 60% design set fulfilling their contract obligation. The Town Staff is working on an RFP to finish the design and construct the archway.
- Town of Elizabeth Façade Improvement Grant. The BOT has approved the resolution creating the program and has funded the project at $40,000 for the first year. All committee members for 2024 have been appointed. Barb McGinn (BOT), Dennis Rodriguez (HAB), and Michael Hussey (MSBOD). Three (3) projects were presented to the HAB in anticipation of full applications. Evaluation of the projects has completed and award notices have been distributed in August.
- Community Development Staff has chosen two (2) Main Street Interns from Elizabeth High School to work with the Town for the 2024 summer and 2024/2025 school year.
- The HAB has started their Oral History program. Bob Rasmussen is leading this effort and is making great progress.
- The HAB has obtained 15 title reports from historic properties in Town and is working on creating full reports which can be shared with property owners and used to further their preservation efforts.
- Main Street Streetscape construction contract was approved on 08/13/2024 to low bidder Triple M Construction. Construction is anticipated to begin mid-September 2024.
- CDOT has processed the deeds for remnant parcels of land to the Town adjacent to the CR-13 realignment. Staff will now work to annex and zone said parcels.
- The Town's Volunteer program has been launched and is live on the Town's website and volunteersignup.com.
- The Town has received confirmation of award from CDOT's Revitalizing Main Street Grant for the Main Street Streetscape Project of $250,000.00.
- The Town has received confirmation of award from DOLA's EIAF Tier II Grant for the Main Street Streetscape Project of $1,000,000.00.

- The Neighborhood Block Parties have all been completed. An estimated 15-20% of the Town's population attended these events and gave generally positive feedback about the current direction of the Town.
- The Planning Commission had a *Strong Towns* workshop on 08/20/2024 and will continue the discussion at their 09/03/2024 workshop. More information can be found on the Town's website under Community Development and Planning Commission.
    - Key Takeaways include:
        - Cities/Towns, like businesses must run a profit to effectively serve the community
        - It is hard to break even on infrastructure projects (streets, sidewalks, water, sewer, etc) unless the adjacent properties contribute enough/significantly in property and/or sales tax (general rule of thumb is 30:1 private to public investment)($1million in public improvements should generate $30million in private investment)
        - Cash infusions from large development projects create the illusion of solvency but generally don't cover long term maintenance of additional infrastructure (infinite timeframe/life of a Town)
        - Suburban development pattern tends to be a larger scale with less productivity when compared to pre-WWII development pattern
        - Towns, Cities, human settlements have developed in similar ways over thousands of years until post WWII suburban expansion
        - The Federal and some State approaches to development, in particular in response to the Great Depression, were top down and provided fuel for accelerated growth (New Deal)
        - The pre WWII development pattern Town/City were complex organisms that could adapt with changing variables vs the suburban development pattern is largely a complicated system which is less adaptable to different inputs (resilient vs fragile)(rainforest vs monocrop)
        - Incremental development patterns or "little bets" create flexibility in the system versus large scale developments that are completed to a finished state all at once. (Historic Main Streets versus new outdoor shopping malls on the outskirts of a Town/City)
        - Incremental development allows for feedback and adaptation during the maturation and thickening up of the community

TO: **Honorable Mayor, Mayor Pro-Tem and Town Board of Trustees**
FROM: Mike DeVol, Public Works Director
DATE: **August 27, 2024**
SUBJECT: Public Works Monitoring Report

*Town Street Paving Improvements Project:
1. Projects have begun in Hillside Subdivision.
2. Repairs/Warranty work has been concluded on Pearl St., Mobile St., and Chestnut.

*Town Main St. Decorations:
1. Summer Flower Pots will be removed by the first week of September.

*Town Wells, Tanks and Effluent:
1. See Packet. Upgrade Arapahoe 1 and Lower Dawson 1 Well Pumps. Perform maintenance of well casing screens using brushing and chlorine treatment to remove excess scaling/blockage to ensure maximum performance.
2. Piping for Dawson Well (500 feet) to be replaced due to cracks and pinholes.
3. Dawson Well has been flushed and passed Bac-T sampling and is in service.
4. Arapahoe Well Pump is scheduled to arrive 6-15-24 at which time installation will take place.
5. The two smaller tanks have been repaired and the new equipment added. PW will begin filling and testing during June. The two tanks have passed Bac-T testing and are in service for the last two weeks.

* Town Water Line (NON) Emergency Repair:
1. N/A

*Town Hall/ Repairs/ Landscaping Plan

*Town Walkway Repairs:
1. PW has completed several repairs to sidewalks at storm drain inlets and removed tripping hazards.
2. Public Works was notified on 6-5-24 of a sidewalk heaving at 680 Avena Dr. Upon inspection PW explained to the neighbors that this happened in numerous other areas throughout town during spring thaw and extremely warm days. PW will monitor and make repairs as needed. This anomaly happens up and down the front range every year. I spoke with Castle Rock and Parker Public Works and they have the same problem whether it is old or new neighborhoods.
Public Works continues to repair areas around town.

*Town Street Maintenance/Striping Projects:

1. Public Works continues mowing for the season in Parks, Right of Ways, and Drainages.
2. Street Striping will begin in the month of September.

* Town Snow Plowing and Street Sweeping: SNOW ROUTE SEASON IS COMPLETED until November.
1. The Town Newsletter included Town Plowing Code and Snow Route "NO PARKING" information.
2. PW has been installing New snow route signs in Gold Creek Valley and Legacy Village as time allows.
3. Asphalt repairs within Hillside subdivision will continue until completed.

*Town New Wells at Ritoro/Gold Creek Valley:
1. The new Wells building is complete and PW is planning an Open House Grand Opening once the land Issue has been completed.
2. Landscaping will take place in 2024 depending on item #1. PW will work with the 4 adjacent property owners for their approval of the landscape sketch to ensure that we conceal as much of the building as possible from their views.
3. The Back-up Generator is installed and tested for normal operations.

*Town Trail Project:
1. PW has completed a walk-through inspection with our reporting Agency Stantec Engineering for Guidance after the flooding and the loss of previously planted vegetation, bushes and trees.
2. 2023 Reporting has been sent to CDOT and other agencies. PW is awaiting a decision on course of Action(s) that will be required to fulfill our Trail obligations. (#9 below on upcoming projects).
3. Due to the flooding in 2023 it appears that PW will need to fulfill one more year of habitat remediation, With possibly a full 3 years.
4. PW has planted 500 Willow Cuttings for placement along the creek to help recover those lost to floods.
5. Seeding and reclamation have taken place along the trail.
6. The Mural Graffiti has been removed/repainted by our local talented MS. MOLLIE PAINTIN!!! She did a She did a great job and it looks as good as new.
7. Graffiti has taken place adjacent to the Mural but not on the Mural. PW has painted over the new graffiti With a protective covering.
8. PD and PW are intalks of having cameras in the location, that use infrared flash so it does not disturb the Preble's Natural movements at night.

*Gold Creek Lift Station Improvements:
1. Completion of project has begun warranty period and filing completion with CDPHE Permitting.

*Eligibility Surveys for Water and Wastewater Capitol projects have been completed for 2024 and accepted by Colorado Department of Public Health and Environment (CDPHE). The eligibility surveys allow for the town to be in line for any funding that may be available for future projects.

*Gold Creek Wastewater Treatment Plant (GCWWTP)
The state sampling of the plant after maintenance all came back at 98% removal of all constituents that are required. It was an excellent slow start up of Train 2 and the plant is back at 100% capacity.
Maintenance has been concluded on Train 2 of the plant. PW did a slow 2 week plant start up on Train 2 of the plant to allow bugs/bacteria to acclimate and begin their life cycle. The combination of Bug population, Dissolved Oxygen and liquid temperature are the biggest contributors to a happy healthy working bug population as they work chemical free to complete the process of naturally treating the water.
1. NO CHANGES AS OF THIS REPORT-On going Project/ The new fine screen replacement unit has been installed. The new screen has been in automated operations for three month's with no issues. Epoxy painting of replaced parts continues as weather allows before being placed back in service.
2. PW has been working on Plant maintenance by drawing down (treating in Train 1) all liquid levels of Train 2/South side of the treatment plant for inspection and repairs as necessary. The Clarifier for Train 2 has been completely emptied hosed and vacuumed out for a clean working area. The clarifier drive motor tested out fine as well as the gear reduction box. There is wear and damage to the Drive Shear Pin and Paddle arms that distribute settled sludge to the bottom of the clarifier for removal through pumping and sent to digestors for final degradation and trucked to farm fields as fertilizer. PW should have the Clarifier back up and fully operational by the end of September dependent on parts shipping.
3. Just a quick review of the Wastewater Plant: It is designed to treat 500,000 gallons of Raw Sewage per day. Train 1 and Train 2 share that equally. Train 1 currently is treating 190,000-200,000 gallons per day while maintaining our minimal 85% reduction constituent removals (currently 93%-99% removal) that are set by CDPHE in our Permit (excellent test for me as an operator and all equipment). Currently we are operating one Train at basically 80% capacity and operating very well. This is a test never completed before as our available capacity is 500,000 gallons. When the time comes that the wastewater Plant is treating at 80% (400,000 gallon) of the Total Capacity the Town must start to show Plant Expansion Plans to CDPHE. The current WTP upgrade Budget is currently in good shape for funding.
Reference of constituent removal: Please see attached Laboratory Sampling Analysis for actual numbers while completing maintenance of one train. Note all numbers/results are shown as milligrams per liter (mg/L) this equates from metric to Standard as parts per million (ppm). Plant is 100% Biological/Bacteria (Bugs) NO CHEMICALS

Bio-chemical Oxygen Demand (BOD) minimum 85% removal (current average 99% removal)
Total Suspended Solids (TSS) minimum 85% removal (current 93%-99% removal)
Nitrogen/Ammonia (NH_3) minimum 85% removal (current 99% removal)
E.Coli maximum 115 parts per million (ppm) (current <1 ppm) U.V. Light neuters bacterial for no reproduction and does not kill the bacterial which in turn means no chemicals and cost savings to the Town residents.

*Town Clean Up Day/ Paint Round-Up/Arbor Day

1. Town Clean Up Day Results are as follows:
2. Electronics:

Batteries – 58 lbs.
Computer Materials – 374 lbs.
Display Materials – 2,144 lbs.
Mixed Electronics – 1,400 lbs. Total Cost - $2,708.45
7 – Roll-Off Dumpsters (2 Metals) (5 Garbage) Total Cost - $2,331.75
Flat Fee for 4 hours shredding of documents or paper. Total Cost - $1,222.95
Grand Total - $6,263.15

*Town Public Works News

1. Public Works has all empty positions filled and we are excited to welcome Jared Burris and Ryan Ehlert Who are local residents to the Public Works Water and Wastewater team.
2. Public Works has hired one new employee for the Streets and Parks position. His name is Caden Rocha.

*Town Farmers Market:

Event Park Name is Running Creek Park and the events have ended for the year.

*Town Parks and Right of Way (ROW):

1. Porta-Potty will remain at Bandt Park parking area for the Winter season.
2. Bandt Park restrooms are now Open for the summer season..
3. Town Parks staff have painted new lines at the Bandt Park Tennis and Basketball courts to allow for Pickle Ball enthusiasts to continue to use the park.
4. Concrete trail has been poured and stripped of forms, and the backfilling, seeding, and clean-up will begin. This connects Playground equipment, restrooms, pavilion all to the parking lot at Chestnut St.

Upcoming Projects:

1. PW has begun for 2024 the following Annual Reporting:
2. Annual Biosolids has been completed for 2023 and sent to CDPHE.
3. Regulation 85 Nutrient Monitoring/Accepted by CDPHE
4. PW has completed a round of PFAF's (radiation/radiological). Results have been reported to CDPHE.
5. Water Augmentation and Recording
6. Water Lead and Copper sampling
7. Water Constituents Metals Sampling
8. Annual DMR (Daily Monitoring Report) Gold Creek Wastewater Plant

9. Tree City USA Application/ Accepted and approved by Tree City USA/Pending
10. Trail DOLA findings and Inspections/ Addition of Willow Cuttings Planted
11. PW has completed Highway User Tax Fund (HUTF) reporting and data processing.
12. PW is completing Lead and Copper testing per CDPHE guidelines for 2023/2024
13. Flushing of the entire towns water supply system completed every 6 months.

Mail Kiosk:

1. Public Works will be installing Solar Street Lights at Mail Kiosk in various locations to aid in nighttime safety and mail collections by residents. The solar lights will be removed the second week of September from Main St and relocated to Kiosk area to save money on purchases.
2. Public Works will enhance the recycled asphalt parking area at the Washington St Mail Kiosk

Mike DeVol
Town of Elizabeth
Public Works Director
GCWWTP Operations
303-913-6453
mdevol@townofelizabeth.org

Town of Elizabeth
Denver Basin Wells - Monthly Accounting

HRS Water Consultants, Inc.

2024 Water Year		Meter Serial # 69269247 Permit 75162-F WDID # 0113127 Lower Dawson Middle School Well A				Meter Serial # 86945024 Permit 052511-F WDID # 0113128 Denver Middle School Well B				School Wells Total	Meter Serial # 20231323 Permit 15617-F-R WDID #0106440 Dawson Well No. 2				Meter Serial # 20100899 Permit 16210-F-R WDID #0106437 Denver Bishop Well A				Meter Serial # 20072055 Permit 044454-F WDID #0109931 Arapahoe Well A-1				*Meter Serial # - 21234549* Permit 84415-F WDID #0113129 Denver Well D-2				*Meter Serial # - 21234551* Permit 84416-F WDID #0113130 Arapahoe Well A-2				All Wells
Water Year 2024	Month	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Monthly Volume	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Monthly Volume
		gallons	af	af	af	gallons	af	af	af	af	gallons	af	af	af	gallons	af	af	af	gallons	af	af	af	gallons	af	af	af	gallons	af	af	af	af
1/11/2023	November 1st	52,413,000	0.00	0.00	21.00	947,000	0.00	0.00	39.70		287,800	0.00	0.00	50.00	4,046,100	0.00	0.00	150.00	48,282,800	0.00	0.00	127.40	17,263,918.00	0.00	0.00	90.40	19,522,286.00	0.00	0.00	88.10	
1/12/2023	December 1st	52,413,000	0.00	0.00	21.00	947,000	0.00	0.00	39.70	0.00	287,800	0.00	0.00	50.00	4,046,100	0.00	0.00	150.00	48,282,800	0.00	0.00	127.40	20,741,910.00	10.67	10.67	79.73	22,238,600.00	8.34	8.34	79.76	19.01
1/1/2024	January 1st	52,413,000	0.00	0.00	21.00	947,000	0.00	0.00	39.70	0.00	287,800	0.00	0.00	50.00	4,046,100	0.00	0.00	150.00	48,282,800	0.00	0.00	127.40	24,284,888.00	10.87	21.55	68.85	23,559,572.00	4.05	12.39	75.71	14.93
1/2/2024	February 1st	52,413,000	0.00	0.00	21.00	947,000	0.00	0.00	39.70	0.00	287,800	0.00	0.00	50.00	4,046,100	0.00	0.00	150.00	48,282,000	0.00	0.00	127.40	28,021,650.00	11.47	33.02	57.38	24,850,130.00	3.96	16.35	71.75	15.43
1/3/2024	March 1st	52,413,000	0.00	0.00	21.00	947,000	0.00	0.00	39.70	0.00	287,000	0.00	0.00	50.00	4,046,100	0.00	0.00	150.00	48,282,000	0.00	0.00	127.40	31,519,194.00	10.73	43.75	46.65	25,916,894.00	3.27	19.63	68.47	14.01
1/4/2024	April 1st	52,413,000	0.00	0.00	21.00	947,000	0.00	0.00	39.70	0.00	287,000	0.00	0.00	50.00	4,046,100	0.00	0.00	150.00	48,282,000	0.00	0.00	127.40	35,242,520.00	11.43	55.18	35.22	26,789,680.00	2.68	22.30	65.80	14.11
1/5/2024	May 1st	52,413,000	0.00	0.00	21.00	947,000	0.00	0.00	39.70	0.00	380,000	0.29	0.29	49.71	4,046,100	0.00	0.00	150.00	48,282,000	0.00	0.00	127.40	38,850,352.00	11.07	66.25	24.15	28,491,190.00	5.22	27.53	60.57	16.58
1/6/2024	June 1st	52,413,000	0.00	0.00	21.00	947,000	0.00	0.00	39.70	0.00	808,500	1.32	1.60	48.40	5,655,800	4.94	4.94	145.06	48,282,000	0.00	0.00	127.40	42,574,872.00	11.43	77.68	12.72	32,029,672.00	10.86	38.39	49.71	28.55
1/7/2024	July 1st	52,554,000	0.43	0.43	20.57	952,000	0.02	0.02	39.68	0.45	3,018,100	6.78	8.38	41.62	10,095,400	13.63	18.57	131.43	49,196,200	2.81	2.81	124.59	45,990,736	10.48	88.17	2.23	35,758,808	11.45	49.83	38.27	45.59
1/8/2024	August 1st	53,920,000	4.19	4.63	16.37	1,032,000	0.25	0.26	39.44	4.44	3,642,400	1.92	10.30	39.70	13,639,300	10.88	29.44	120.56	55,925,000	20.65	23.46	103.94	46,749,364	2.33	90.49	-0.09	38,635,172	8.83	58.66	29.44	49.04
1/9/2024	September 1st		0.00	4.63	16.37		0.00	0.26	39.44	0.00		0.00	10.30	39.70		0.00	29.44	120.56		0.00	23.46	103.94		0.00	90.49	-0.09		0.00	58.66	29.44	0.00
1/10/2024	October 1st		0.00	4.63	16.37		0.00	0.26	39.44	0.00		0.00	10.30	39.70		0.00	29.44	120.56		0.00	23.46	103.94		0.00	90.49	-0.09		0.00	58.66	29.44	0.00
1/11/2024	November 1st		0.00	4.63	16.37		0.00	0.26	39.44	0.00		0.00	10.30	39.70		0.00	29.44	120.56		0.00	23.46	103.94		0.00	90.49	-0.09		0.00	58.66	29.44	0.00
	Annual Total		**4.63**				**0.26**		39.70	**4.89**		**10.30**				**29.44**				**23.46**				**90.49**				**58.66**			

Comments
The "Remaining Annual Volume" for each well does not include banking. It is the remaining annual appropriation value.

August 27, 2024

The Clerk's / Finance report reflects updates provided by individual Staff members.

Hannah

- Budget is still moving forward smoothly. Our tentative budget dates have been met and we are on track to finish the budget on time.
- We are still working on a good CIP tracking. We have found one that we would like to implement and continue to move forward with it.

Allison

- We have our 2 food trucks lined up for the Mayor's Tree Lighting! This year, we will have Big Country Eats and North of the Border Grill. They should be a good addition to the festivities with family-friendly, hand-held foods.
- I am working with Michelle to create some fun stickers to hand out to other municipal clerks at conferences and trainings. We want to motivate, inspire, and encourage our fellow clerks. We have found that stickers are an easy way to brighten someone's day and remind them just how much they matter.

Harmony

- The Information and Communication Technology Accessibility Plan has been finalized and is attached. This plan can be found on our website and will be updated as needed and/or annually as required by law.
- I spent most of my time working on the website and accessibility items with a little records management thrown in. No major updates to provide. Just business as usual.

Michelle

- At this point two petitions have been picked up for the Mayor at-large seat (none returned yet). Three petitions for Ward 1, one for Ward 2, and two for Ward 3 (none returned yet). Petitions are due by 5:00 pm on August 26th.
- The ballot question (publish by title) and Ward candidates will be set by Resolution on September 3rd.
- Another successful Senior Luncheon was hosted by the Town. The Elizabeth Fire Department put on a safety class and gave free blood pressure checks. 28 people have already signed up to attend the Estate Planning Class in September. There will also be a Senior Luncheon that will focus on Nutrition and Exercise.

Town of Elizabeth

Information and Communication Technology Accessibility Plan and Statement of Undue Burden

MISSION

To abide by the framework and accessibility rules set by House Bill 21-1110, Senate Bill 23-244, and House Bill 24-1454 by providing a technological accessibility plan and statement of undue financial and administrative burden.

BACKGROUND

In 2021, the Colorado General Assembly passed House Bill 21-1110 making it a civil rights violation for a government agency to exclude people with disabilities from receiving services or benefits because of a lack of accessibility. Any Colorado government entity that does not meet the Colorado Office of Information Technology accessibility standards could be subject to injunctive relief.

In the 2023 legislative session, Senate Bill 23-244 cleaned up and clarified some of the changes required by HB 1110. In 2024, House Bill 24-1454 provided a one-year extension for public agencies to comply with digital accessibility standards if the public agency demonstrates a good faith effort towards compliance.

Town of Elizabeth employees should be aware that HB 1110 applies to all digital content and every person who contributes content to a website or application; develops or manages IT products and services; and every government entity employee who creates and shares emails, documents or presentations is responsible for making it accessible to everyone. **All** technology, hardware, and software that is both public-facing and internal-facing; including any technology procured by a government entity that is used by the public or used by a government entity employee; and is not limited to websites, applications, kiosks, digital signage, documents, video, audio, and third-party tools are subject to the accessibility requirements set forth in HB 1110.

ACTION PLAN

Requirement – All technology must meet technical standards provided by: (1) Web Content Accessibility Guidelines (WCAG) 2.1 level AA or higher, (2) the technical standards found in Section 508 of the Rehabilitation Act of 1973 Chapters 3, 4, 6, and (3) following C.R.S. 24-85-101 to 24-85-104, ARTICLE 85.

Due Date – July 1, 2025

Town Response:

1) CivicPlus hosted website was transitioned from Drupal 8 to Drupal 10 in May of 2024. The Drupal platform is supported by NIC/SIPA. After these website transitions, Staff will

be working with our website provider to make sure that the website structure meets all accessibility requirements.

2) Partnership with Allyant for a live user website audit. The Town will use the information provided to work with CivicPlus on making our website meet accessibility standards.
3) Information and quotes from PDF and document remediation software providers were gathered for comparison and future implementation. After receiving a grant from SIPA, CommonLook software was implemented to 5 town employees. Ongoing training and implementation will occur over the next year.
4) A webpage dedicated to information on how to request reasonable accommodations or modifications and/or report inaccessible ICT. This webpage will also include a copy of this ICT plan to be updated annually.
5) Further research is being conducted in the creation of web-based online forms and submissions. One of our third-party providers, Laserfiche, provides the Town the ability to create web-based forms and workflows. HTML web-based forms are the most accessible format for form submissions. However, Staff time and training will impede the implementation of these forms. This will be an ongoing process.
6) Third-party Digital Services Inventory to be completed by all departments. Once third-party providers are identified, we will be reaching out to them for copies of their accessibility plans and/or having them sign an agreement regarding accessibility.
7) Ongoing staff training regarding accessibility and WCAG web content guidelines.
8) Annual monitoring reviews to ensure continued compliance. The Town currently has a partnership with Allyant to help with these ongoing reviews. If the partnership with Allyant should end, the Town will update this plan with the new partnership information or outline adopted internal processes to ensure annual review compliance.

AREAS OF UNDUE BURDEN

The Town of Elizabeth is committed to providing accessible services to all individuals, including those with disabilities. However, there may be instances where full compliance with all accessibility standards might not be achievable due to:

- **Undue Burden:** Implementing certain accessibility measures may pose an unreasonable financial, technical, or administrative burden on our limited resources, potentially impacting our ability to deliver essential services effectively.
- **Fundamental Alteration:** Strict adherence to accessibility standards could fundamentally change the nature of some of our programs, services, or activities, rendering them unfeasible or ineffective.
- **Direct Threat:** In rare cases, full accessibility might pose a direct threat to the health or safety of individuals, requiring specific risk assessments and alternative solutions.

In such situations, the Town of Elizabeth will:

- **Demonstrate the burden or risk:** We will transparently explain the specific reasons why full compliance is not achievable in a particular instance.
- **Explore alternative solutions:** We will actively seek alternative solutions or reasonable accommodations that effectively address accessibility needs without causing undue burden, fundamental alteration, or direct threat. This may include providing different formats of information, alternative communication methods, or accessible technology needs.

The below items have been identified as potentially meeting undue burden. Some of these items can be partially addressed and the Town has listed the steps for addressing these issues below.

1) **Archived Web Content:** Archiving web pages and website content is currently handled by our website provider. Town Staff will reach out to our website provider to find out how unpublished and deleted web pages are stored and if the process meets accessibility requirements.
2) **Pre-existing conventional electronic documents:** All documents on our website before July 1, 2024, will be considered pre-existing electronic documents. Staff have recently acquired and implemented CommonLook software. Ongoing training and conversion will occur as Staff time allows. A shifting of some Staff duties and employee culture is expected as these tools are put into practice and guidelines are created for any electronic document created for public use.
3) **Content contributed by a third-party provider:** The Town currently uses several applications created and maintained by third-party providers. These third-party providers build their own content not governed by the Town and due to contract and financial constraints, we currently cannot switch service providers. Staff will make sure to clearly mark any such content, or any links provided to such content, as third-party generated. Staff will also be working with these providers to make sure they are moving towards accessibility compliance. As contracts and obligations end, the Town will assess if another provider can provide the same level of service while also meeting accessibility compliance.
4) **Complex images and diagrams, including blueprints, architectural drawings, site plans, maps, and handwritten documents:** These types of documents are inherently complex, and many were considered historical before accessibility laws were introduced. Such items will be appropriately labeled and “tagged” as such for use in accessibility readers and other software.
5) **Agendas and packets created prior to July 1, 2024:** As these items were created before the new accessibility laws were introduced, it would take too much time and effort to make them accessible. These items will be clearly labeled in the public portal repository as possibly not meeting accessibility requirements. Staff will remediate any documents on an “as needed" basis per an official request for such a format.

6) **Lack of staff trained in website creation, website management, or document remediation**: The Town has partnered with Allyant and implemented their CommonLook tools to start remediation of documents in house. However, the Town utilizes third parties to handle our electronic and IT needs. The Town does not currently have a position exclusively dedicated to or specializing in content creation and IT technologies. Expense for additional positions or hiring an outside contractor to fill this need must be weighed against other high priorities in maintaining the expected and basic services provided by the Town. The Town currently does not have the budgetary requirements for implementing another Staff position for the sole purpose of website content and accessibility remediation. These items will be completed as time allows by Staff and their other duties.

Becoming compliant and providing web content accessible to all is important for the Town. Finding a PDF and Word remediation tool to be used by Staff, making sure that online content that may not meet accessibility requirements is clearly labeled, and a shifting of some Staff duties to help focus on accessible templates and potentially online forms move the Town in a positive direction in helping the Town of Elizabeth follow the law as required. A shift in employee culture and mindset when creating content for public consumption will be essential. Town Staff will be continuously evaluating our materials and content to make sure we are meeting the requirements to the best of our ability as training, time, and finances allow.

COMPLIANCE UPDATES

Item	Date of Completion
Website converted to Drupal 10 by CivicPlus	May 2024
CommonLook software purchased	May 2024
Website Audit completed by Allyant	July 1, 2024
Accessibility Statement Posted on website	June 2024
Third-Party Digital Services Audit Completed	August 12, 2024
Accessibility Plan Posted to Website	August 20, 2024

ESTATE PLANNING CLASS

Join us for an engaging session on Estate Planning! (And it's FREE!)

Our distinguished speaker, Brian Taylor, will shed light on some of the most vital topics when estate planning.
Don't miss out on this valuable opportunity!

Topics:

- Wills vs. Trusts
- Powers of Attorney & Living Wills
- Special Circumstances
- Gift & Estate Tax Matters
- What is Probate?
- Common Estate Planning Misconceptions

We will discuss the most important legal documents needed in your estate plan followed by a Q&A.

RSVP to 303-881-2707 or at:

bit.ly/4fNClhw

Date:
Sept 16, 2024

Time:
6pm - 8pm

Location:
151 S. Banner St.
Elizabeth, CO

Speaker:
Brian Taylor
Hamre, Rodriguez, Ostrander & Prescott, P.C.

HROP Hamre, Rodriguez, Ostrander & Prescott, P.C.

Brought to you by:
Marjorie Engle
Realty One Group Elevations

The Town of Elizabeth

Jennifer Maxwell
A Graceful Journey

Julie Moffatt
Movement Mortgage

Dinner provided