



# TOWN OF ELIZABETH

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## WORKSHOP

### BOARD OF TRUSTEES, MAIN STREET BOARD, HISTORIC ADVISORY BOARD, AND PLANNING COMMISSION

Tuesday, April 26, 2022, at 5:00 pm  
Town Hall, 151 S. Banner Street

## TOWN OF ELIZABETH

### BOARD OF TRUSTEES REGULAR MEETING

Tuesday, April 26, 2022, at 7:00 PM  
Town Hall, 151 S. Banner Street

#### CALL TO ORDER

#### ROLL CALL

#### PLEDGE OF ALLEGIANCE

#### UNSCHEDULED PUBLIC COMMENT

#### AGENDA CHANGES

#### CONSENT AGENDA

- [1.](#) Minutes of the Regular Meeting of April 12, 2022

#### PUBLIC HEARING

- [2.](#) Special Event License Application for Dads of Castle Rock Community Outreach- Michelle Oeser

#### NEW BUSINESS

- [3.](#) Special Event License Application for Dads of Castle Rock Community Outreach- Michelle Oeser
- [4.](#) Discussion and possible action on Resolution 22R21, a Resolution approving a Trade Contract Agreement with Polarized Water Solutions of Elizabeth, Colorado for the construction of the Town of Elizabeth Gold Creek Lift Station Project not to exceed the amount of \$450,000.00 – Mike DeVol
- [5.](#) Discussion on Scope of Service on a multi-use facility to serve the senior citizens of Elizabeth- Patrick Davidson
- [6.](#) Discussion on youth entertainment at the Farmers' Market- Zach Higgins

#### MANAGEMENT MONITORING REPORTS

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

- [7.](#) Managers Reports

## **BOARD OF TRUSTEES REPORTS**

### **STUDENT LIAISON REPORT**

- [8.](#) Student Liaison Report - Bella Valentine

### **MINUTES**

- [9.](#) Minutes of the March 7, 2022, Historic Advisory Board Meeting
- [10.](#) Minutes of the March 10, 2022, Main Street Board of Directors Meeting

### **EXECUTIVE SESSION**

11. To consider personnel matters, pursuant to C.R.S. § 24-6-402 (4) (f). Town Administrator Review

### **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  
April 12, 2022

**CALL TO ORDER**

The Regular Meeting of the Board of Trustees of the Town of Elizabeth was called to order on Tuesday, April 12, 2022, at 7:02 pm by Mayor Megan Vasquez.

**ROLL CALL**

Present were Mayor Megan Vasquez, Mayor Pro Tem Angela Ternus, Trustees Tammy Payne, Loren Einspahr, Linda Secrist, and Daniel DiLoreto.

Also present were Town Administrator Patrick Davidson, Town Clerk Michelle Oeser, Chief of Police Melvin Berghahn, Community Development Director Pam Cherry, Public Works Director Mike DeVol, and Student Liaison Bella Valentine.

**PLEDGE OF ALLEGIANCE**

Mayor Vasquez led the Board in the Pledge of Allegiance.

**UNSCHEDULED PUBLIC COMMENT**

Paul Schwarzkopf – Town Resident

**AGENDA CHANGES**

Administration updated the meeting date on the agenda to April 12, 2022. This date appeared correctly on the town website posting place.

No agenda changes from the Board.

Agenda set.

**CONSENT AGENDA**

1. Minutes of the Regular Meeting of March 22, 2022

Motion by Trustee Payne, seconded by Trustee DiLoreto, to approve the Consent Agenda as presented.

The vote of those Trustees present was 6 in favor and 0 opposed. Motion passed unanimously.

## **PROCLAMATION**

### 2. National Volunteer Week

Mayor Vasquez read the National Volunteer Week Proclamation and names of volunteers.

Mayor Vasquez recused herself from the meeting.

## **NEW BUSINESS**

### 3. Discussion and possible action on Resolution 22R17, a Resolution approving the License agreement between the Town and Don Means

Motion by Trustee Payne, seconded by Trustee Einspahr, to approve Resolution 22R17, a Resolution approving the License agreement between the Town and Don Means. The vote of those Trustees present was 5 in favor and 0 opposed. Motion passed unanimously.

Mayor Pro Tem Ternus opened the Public Hearing at 7:12 pm.

## **PUBLIC HEARING**

### 4. Special Event License Application for Protectors of Elizabeth

Don Means introduced himself and answered questions from the Board.

Mayor Pro Tem Ternus opened the hearing to public comment. There was no public comment.

Mayor Pro Tem Ternus closed the Public Hearing at 7:14 pm.

## **NEW BUSINESS**

### 5. Discussion and possible action on the approval of a Special Event License for the Protectors of Elizabeth Event

Motion by Trustee Einspahr, seconded by Trustee Payne, to approve a Special Event License for the Protectors of Elizabeth.

The vote of those Trustees present was 5 in favor and 0 opposed. Motion passed unanimously.

Mayor Vasquez rejoined the meeting.

Mayor Vasquez opened the Public Hearing at 7:15 pm.

## **PUBLIC HEARING**

### 5. Special Event License Application for Farmers' Market

Mayor Vasquez opened the hearing to public comment. There was no public comment.

Mayor Vasquez closed the Public Hearing at 7:18 pm.

**NEW BUSINESS**

6. Discussion and possible action on the approval of a Special Event License for the Farmers' Market Summer Series

Motion by Mayor Pro Tem Ternus, seconded by Trustee Payne, to approve a Special Event License for the Farmers' Market Summer Series.

The vote of those Trustees present was 6 in favor and 0 opposed. Motion passed unanimously.

7. Discussion and possible action on Resolution 22R18, a Resolution approving the License Agreement between the Town and Scott Olmsted, Representative for Elephant Rock Bicycle Tour

Motion by Mayor Pro Tem Ternus, seconded by Trustee DiLoreto, to approve Resolution 22R18, a Resolution approving the License Agreement between the Town and Scott Olmsted, Representative for Elephant Rock Bicycle Tour.

The vote of those Trustees present was 6 in favor and 0 opposed. Motion passed unanimously.

8. Discussion and possible action on Resolution 22R19, a Resolution establishing a potentially dangerous dog permit fee in accordance with Section 7-7-400 of the Town of Elizabeth Municipal Code

Motion by Trustee Payne, seconded by Trustee Einspahr, to approve Resolution 22R19, a Resolution establishing a potentially dangerous dog permit fee in accordance with Section 7-7-400 of the Town of Elizabeth Municipal Code.

The vote of those Trustees present was 6 in favor and 0 opposed. Motion passed unanimously.

9. Discussion and possible action on Resolution 22R20, a Resolution establishing a fee for use of Town electric power for food trucks using Town property pursuant to a valid license agreement

Motion by Trustee Payne, seconded by Trustee DiLoreto, to approve Resolution 22R20, a Resolution establishing a fee for use of Town electric power for food trucks using Town property pursuant to a valid license agreement.

The vote of those Trustees present was 6 in favor and 0 opposed. Motion passed unanimously.

10. Discussion and possible action Lift Station recommendation letter

Motion by Trustee Payne, seconded by Trustee DiLoreto, to approve moving forward with a Lift Station contract.

The vote of those Trustees present was 6 in favor and 0 opposed. Motion passed unanimously.

11. Discussion and possible action on rental agreement with Pam Cherry

Town Board directed Town Administrator Davidson to work on negotiating a rental price and agreement with Ms. Cherry.

### **MANAGEMENT MONITORING REPORTS**

- Town Administrator Patrick Davidson gave an update on the number of people that have signed up to receive email blasts from the town.
- Mr. Davidson updated the Board regarding the upcoming zoom meeting with Deb Brown.
- Mr. Davidson conveyed information regarding the Town logo and the Wine in the Pines logo being trademarked.
- Trustee Payne asked about the building located in the Legacy Village Development.
- Mayor Pro Tem Ternus asked if the grey house on Highway 86 has been followed up on.
- Community Development Director Cherry stated she is learning a great deal and is receiving a lot of help from staff.
- Mayor Vasquez asked Ms. Cherry how the Planning Commission went.
- Discussion on if the Planning Commission will be returning to two meetings per month.
- Discussion on providing Ms. Cherry and the Planning Commission some direction on what the Board would like to see accomplished.
- Town Clerk Michelle Oeser discussed the Board participating in the Elizabash and Harvest Festival.
- Ms. Oeser received direction from the Board on posting the open Board seat.
- Ms. Oeser received direction from the Board on working with Ms. Wolmer and her women's group.
- Chief Melvin Berghahn stated that 2 flock cameras are up and working.
- Chief Berghahn discussed helping the Elizabeth High School with an alcohol and driving clinic.
- Mayor Vasquez thanked Chief Berghahn for the awards presentation at the earlier workshop.
- Mayor Pro Tem Ternus said that she appreciated the entire police department coming to the awards presentation.
- Mayor Pro Tem Ternus thanked Mr. DeVol for personally meeting to discuss her driveway paving project issue.
- Discussion on USGS monitoring reports.
- Discussion on CORE Electric replacing power poles in town.

- Discussion on volunteering for Town Clean-Up Day.
- Discussion on repair plans for the stage at Running Creek Park.

### **BOARD OF TRUSTEE REPORTS**

- Mayor Vasquez reminded Board members to return the Town Administrator reviews by April 14<sup>th</sup>.
- Discussion on the 2022/2023 Student Liaison search process.
- Discussion on how long Bella Valentine would like to attend Board meetings as the Student Liaison.
- Mayor Vasquez told the Board she had attended the HTI (Home Grown Talent Initiative) as a representative of the Board.

### **STUDENT LIAISON REPORT**

- Student Liaison Valentine discussed the HTI program and sitting in on the meeting.
- The Elizabeth Education Foundation STARS banquet was held on Saturday, April 2nd.
- The Elizabeth Police and Fire Departments provided students with an alcohol driving clinic.
- SATs for Juniors are on April 13<sup>th</sup>.
- Senior Luncheon is on April 13<sup>th</sup>.
- Prom is on April 15<sup>th</sup>.
- EHS will be hosting a MORP dance for underclassmen and 8th graders to attend on April 28th.
- A Father Daughter Dance was hosted on April 9th at Elizabeth High School, this event was open to all ages and all schools within the district.

### **MINUTES**

15. Minutes of the Planning Commission Meeting of January 4, 2022

### **ADJOURNMENT**

Motion by Trustee Einspahr, seconded by Trustee Secrist, to adjourn meeting at 8:47 pm. The vote of those Trustees present was unanimously in favor. Motion carried.

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Town Clerk Michelle Oeser

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Mayor Megan Vasquez



## TOWN OF ELIZABETH

MICHELLE OESER, TOWN CLERK

TO: Honorable Mayor and Board of Trustees  
FROM: Michelle M. Oeser, Town Clerk  
DATE: April 26, 2022  
SUBJECT: Dads of Castle Rock Community Outreach – Meat In

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### **SUMMARY**

On March 28, 2022, the Dads of Castle Rock Community Outreach applied for a Special Event Liquor License to participate in the 2022 Meat in Event.

The Elizabeth Brewing Company will be providing the alcohol at this event. Justin Hundley will be the event manager and host.

The map that is included depicts the area to be licensed. Mr. Hundley has been approved for a Special Event License through the Town. Mr. Hundley is working with the Elizabeth Police Department as well as the Elizabeth Fire Department.

### **STAFF RECOMMENDATION**

Staff recommends approval of the Dads of Castle Rock Community Outreach Special Event License application.

### **ATTACHMENTS**

Special Event Application

# Application for a Special Events Permit

Departmental Use Only

Received

MAR 23 2022

Town of Elizabeth

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Social | <input type="checkbox"/> Athletic                           | <input type="checkbox"/> Philanthropic Institution          |
| <input type="checkbox"/> Fraternal         | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate                |
| <input type="checkbox"/> Patriotic         | <input type="checkbox"/> National Organization or Society   | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political         | <input type="checkbox"/> Religious Institution              |   |

<b>LIAB</b>	<b>Type of Special Event Applicant is Applying for:</b>	<b>DO NOT WRITE IN THIS SPACE</b>
2110	<input type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170	<input checked="" type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate <b>Dads of Castle Rock Community Outreach</b>	State Sales Tax Number (Required) <b>2019189 7448</b>
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2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) <b>843.f s Perry street PmB 342 Castle Rock CO 80104</b>	3. Address of Place to Have Special Event (include street, city/town and ZIP) <b>366 e Grant Street Elizabeth CO 80107</b>
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4. Authorized Representative of Qualifying Organization or Political Candidate <b>Clint Decker</b>	Date of Birth [REDACTED]	Phone Number [REDACTED]
---	-----------------------------	----------------------------

Authorized Representative's Mailing Address (if different than address provided in Question 2)  
[REDACTED]

5. Event Manager <b>JUSTIN HUNDLEY</b>	Date of Birth [REDACTED]	Phone Number [REDACTED]
---	-----------------------------	----------------------------

Event Manager Home Address (Street, City, State, ZIP) [REDACTED]	Email Address of Event Manager [REDACTED]
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6. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes License Number _____
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8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?  Yes  No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Hours From	Hours To	Date	Hours From	Hours To	Date	Hours From	Hours To	Date	Hours From	Hours To
4/30/2022	11:00A.m.	6:00 P.m.									

**Oath of Applicant**  
 I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature 	Title <b>president</b>	Date <b>3/25/2022</b>
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**Report and Approval of Local Licensing Authority (City or County)**  
 The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.  
**THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
--	---	---------------------------------------

Signature	Title	Date
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**DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY**

Liability Information			Total
License Account Number	Liability Date	State	
		-750 (999)	\$

GRANT ST

ENTRY  
ID CHECK

FENCING ON PROPERTY

FOOD  
TENT

BOX

ENTRY  
ID CHECK

HOUSE

DUNEDIN

PROPERTY

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

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

Dads of Castle Rock Community Outreach Inc

is a

Nonprofit Corporation

formed or registered on 11/11/2019 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20191897448 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/25/2022 that have been posted, and by documents delivered to this office electronically through 03/28/2022 @ 09:50:33 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/28/2022 @ 09:50:33 in accordance with applicable law. This certificate is assigned Confirmation Number 13900324 .



*Jena Griswold*

Secretary of State of the State of Colorado

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



Michael D. Hundley  
President

Justin N. Hundley  
Vice-President

Elizabeth, Co 80107-0160  
Phone (303) 646-4020 Fax (303) 688-2240

This letter is to confirm that the Elizabeth Locker Plant has given Dad's of Castle Rock (DOCR) and Dad's of Elbert County (DOEC) permission to use the property located at 366 Grant St. in Elizabeth, CO. for an event on April 30<sup>th</sup> 2022. The event is a fundraising event for the local community. We understand that there will be alcohol on the premises under controlled conditions. This event will take place from 12:00pm and end at 5:00pm with allotted time to setup and cleanup after. If there are any questions please feel free to contact Justin Hundley V.P. of Elizabeth Locker Plant.

Respectfully,

A handwritten signature in black ink, appearing to read "Justin Hundley", is written over the printed name.

Justin Hundley  
Vice President  
303-324-8591 C  
303-646-4020 O

**RESOLUTION 22R21**

**A RESOLUTION APPROVING A TRADE CONTRACTOR AGREEMENT WITH POLARIZED WATER SOLUTIONS OF ELIZABETH, COLORADO FOR THE CONSTRUCTION OF THE TOWN OF ELIZABETH GOLD CREEK LIFT STATION PROJECT NOT TO EXCEED THE AMOUNT OF \$450,000.00**

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

The Trade Contractor Agreement with Polarized Water Solutions for the construction of the Town of Elizabeth Gold Creek Lift Station Project attached hereto, is hereby approved and the Mayor is authorized to execute same on behalf of the Town.

PASSED, APPROVED AND ADOPTED this 26<sup>th</sup> day of April 2022 by the Board of Trustees of the Town of Elizabeth, Colorado, on the first and final reading by a vote of \_\_\_\_\_ for and \_\_\_\_\_ against.

\_\_\_\_\_  
Megan Vasquez, Mayor

ATTEST

\_\_\_\_\_  
Michelle M. Oeser, Town Clerk

**NOTICE TO PROCEED**

Dated: April 28, 2022

TO: Polarized Water Solutions

ADDRESS: 42029 Colonial Trail Elizabeth, CO. 80107

PROJECT: GOLD CREEK LIFT STATION

CONTRACT FOR: Gold Creek Lift Station

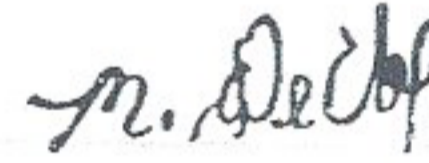
You are notified that the Contract Times under the above contract will commence to run on 28 April, 2022. By that date, you are to start performing your obligations under the Contract Documents.

Before you may start any Work at the site, you must deliver to the Owner (with copies to ENGINEER and other identified additional insureds) certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.

Town of Elizabeth

(OWNER)

By:



(AUTHORIZED SIGNATURE)

Public Works Director

(TITLE)

**Copy to ENGINEER  
(Use Certified Mail, Return Receipt Requested)**

**END OF SECTION**

**NOTICE OF AWARD**

Date April, 2022.

TO: Polarized Water Solutions  
(BIDDER)

ADDRESS: 42029 Colonial Trail  
Elizabeth, CO 80107

PROJECT Gold Creek Lift Station

CONTRACT FOR Gold Creek Lift Station

(Insert name of Contract as it appears in the Bidding Documents)

You are notified that your Bid dated March 18, 2022, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for the Gold Creek Lift Station.

The Contract Price of your Contract is Four Hundred and fifty thousand  
Dollars (\$450,000).

Two copies of each of the proposed Trade Contractor Agreement accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award, that is by April, 2022.

1. You must deliver to the OWNER fully executed counterparts of the Trade Contractor Agreement.
2. You must deliver with the executed Trade Contractor Agreement, the Contract Security (Bonds) in article 9 of the Trade Contractor Agreement.
3. (List other conditions precedent).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully signed counterpart of the Trade Contractor Agreement with the Contract Documents attached.

\_\_\_\_\_  
(OWNER)

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(CONTRACTOR)

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

**END OF DOCUMENT**

TRADE CONTRACTOR AGREEMENT

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## **TRADE CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Town of Elizabeth, State of Colorado, a body politic and corporate, hereinafter referred to as the "Town" or "Owner" and \_\_\_\_\_, hereinafter referred to as the "Trade Contractor".

### **ARTICLE 1 - GENERAL PROVISIONS AND SERVICES**

A. The Trade Contractor will commence and fully complete the construction of the Town of Elizabeth Gold Creek Lift Station Project, which is described in these Contract Documents.

B. The Trade Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.

C. The Trade Contractor will commence the work required by the contract documents within ten (10) calendar days after the date of the notification to proceed and will be substantially complete the same within two hundred and forty (240) calendar days after the date of Notice to Proceed and finally complete within two hundred and seventy (270) calendar days after the date of Notice to Proceed, unless the period for completion is extended otherwise by the contract documents. The Trade Contractor agrees to pay as liquidated damages, and not as a penalty, the sum of Seven Hundred and Fifty Dollars (\$750.00) for each consecutive calendar day delay in completing this Contract after the completion date specified herein, excluding any approved extensions of time because of unavoidable delay.

D. The Trade Contractor agrees to perform all of the work described in the contract documents and to comply with the terms therein for an amount not to exceed \_\_\_\_\_ dollars (\$ \_\_\_\_\_) as described in Article 5 of this Agreement.

### **ARTICLE 2 - DEFINITIONS**

A. Wherever used in the contract documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1. Addenda - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the contract documents, drawings and specifications, by additions, deletions, clarifications or corrections.
2. Architect – Shall be Short and Brennan Architects
3. Bid - The offer or proposal of the bidder submitted in the prescribed form setting forth the prices for the work to be performed.

4. Bidder - Any person, firm or corporation submitting a bid for the work.
5. Bonds - Bid, performance and payment bonds and other instruments of security, furnished by the Trade Contractor and his surety in accordance with the contract documents.
6. Change Order - A written order to the Trade Contractor authorizing an addition, deletion or revision in the work within the general scope of the contract documents, or authorizing an adjustment in the contract price and/or contract time.
7. Contract Documents - The contract, including advertisement for bids, information for bidders, bid, bid bond agreement, bid schedule, labor and material, payment bond, performance bond, notice of award, notice to proceed, change order, general conditions, special conditions, general specifications, special specifications, scopes of work, addenda, drawings, schedules and any and all other documents or papers included or referred to in the foregoing documents are part of the Contract Documents
8. Contract Price - The total monies payable to the Trade Contractor under the terms and conditions of the contract documents.
9. Contract Time - The number of calendar days stated in the contract documents for the completion of the work.
10. Date of Award - Date of award of contract shall mean the date formal notice of such award, approved by the Owner, has been delivered to the intended awardee, or mailed to him at the main business address shown in his proposal by the Owner or it's authorized representative.
11. Day or Days - Unless herein otherwise expressly defined, "day" shall mean calendar day or days.
12. Drawings, Plans or Contract Documents - The part of the contract documents which shows the characteristics and scope of the work to be performed and which has been prepared or approved by the Engineer and/or Architect.
13. Engineer shall be JVA, Inc.
14. Field Order - A written order effecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the Engineer or the Owner to the Trade Contractor during construction.
15. Major Equipment or Major Equipment Items - Installation of major equipment to be furnished and placed under the contract awarded to the Trade Contractor and/or installations of major equipment to be furnished by the Owner and

received, unloaded, stored, and placed under the contract awarded to the Trade Contractor.

16. Notice of Award - The written notice of the acceptance of the bid from the Owner to the successful bidder.
17. Notice to Proceed - Written communication issued by the Owner to the Trade Contractor authorizing him to proceed with the work and establishing the date of commencement of the work.
18. Owner or Town - The Town of Elizabeth, Colorado. The Public Works Director, or Project Manager, or their designee of the Owner is the Owner's representative.
19. Project - Construction of the project described in the Contract Documents.
20. Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Trade Contractor, a subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the work shall be fabricated or installed.
21. Site - The lands and other places on, under, in, or through which the work is to be executed or carried out and any other lands or places provided by the Owner for the purposes of the contract together with such other places as may be specifically designed in the contract documents as forming part of the site.
22. Special Conditions - Supplemental conditions that apply to specific aspects of the project or modifications to the general conditions that are to be adhered to in the project.
23. Subcontractor - An individual, firm or corporation having a direct contract with the Trade Contractor or with any other subcontractor for the performance of a part of the work at the site.
24. Substantial Completion - That date as certified by the Owner when the construction of the project or a specified part thereof is sufficiently completed, in accordance with the contract documents, so that the project or specified part can be utilized for the purposes for which it is intended.
25. Suppliers - Any person, supplier, or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site. A supplier is not a subcontractor who purchases an item of equipment from a manufacturer.
26. Trade Contractor - The person, firm or corporation with whom the Town of Elizabeth has executed this Agreement.

27. Work - All labor necessary to produce the construction required by the contract documents, and all materials and equipment incorporated or to be incorporated in the project. The work and the project are used interchangeably to mean the same thing.
28. Written Notice - Any notice to any party of the Agreement relative to any part of the Agreement in writing and considered delivered and the service thereof completed when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the work.

### **ARTICLE 3 - DESCRIPTION OF WORK AND SERVICES**

#### **Section 1. Drawings and Specifications.**

A. The intent of the drawings and specifications is that the Trade Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the contract documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the Owner.

B. Up to five (5) copies of the drawings and specifications will be furnished to the Trade Contractor without charge upon request, and any additional copies which the Trade Contractor may request will be furnished at the cost of reproduction. The drawings and specifications are to be used only in connection with the work specified herein and, with the exception of the signed contract set and As-Built drawings, are to be returned at the completion of the contract.

C. In case of conflict between the drawings and specifications, the drawings will govern. In case of conflict between the special specifications and the general specifications, the special specifications shall govern. Figure dimension on drawings will govern over scale dimensions, and detailed drawings will govern over general drawings. Notwithstanding the above, a document which is more restrictive or requires greater responsibility or increased compliance by the Trade Contractor shall govern.

D. Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the Owner, in writing, who will promptly resolve such inconsistencies or ambiguities in writing. Work done on unreported discrepancies, inconsistencies or ambiguities by the Trade Contractor shall be done at the Trade Contractor's risk.

E. The Trade Contractor may be furnished additional instructions and detail drawings, by the Owner, as necessary to carry out the work required by the contract documents.

All additional instructions and detail drawings shall be issued to the Trade Contractor by the Owner.

F. The additional drawings and instructions thus supplied will become a part of the contract documents. The Trade Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

## Section 2. Materials, Services and Facilities.

A. It is understood that, except as otherwise specifically stated in the contract documents, the Trade Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time.

B. In addition to the requirements for major equipment items previously given, within fourteen (14) days after execution of the Contract, the Trade Contractor shall submit to the Owner and Engineer a complete listing of the manufacturers of each item of equipment or assembly fabricated off the site which he proposed to furnish for the project, together with sufficient information, including shop assembly and detail drawings, manufacturers' specifications and performance data, to demonstrate clearly that the materials and equipment to be furnished comply with the provisions and intent of the contract documents. If the information shows any deviation from the Contract requirements, the Trade Contractor shall advise the Engineer and Owner of the deviation and state the reason for it in writing.

C. Only first class materials and materials which conform to the requirements of the specifications shall be incorporated in the work. All materials shall be new unless specified to be otherwise.

D. When requested by the Owner, the Trade Contractor shall furnish a written statement of the origin, composition, and manufacturer of any or all materials (manufactured, produced or grown) that are to be used in the work. The sources of supply of each material used will be approved by the Owner before delivery is started. If, at any time, sources previously approved, fail to produce materials acceptable to the Owner, the Trade Contractor shall furnish materials from other sources.

E. Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.

F. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

G. Materials, supplies, and equipment shall be in accordance with samples submitted by the Trade Contractor and approved by the Engineer or Architect.

H. Materials, supplies or equipment to be incorporated into the work shall not be purchased by the Trade Contractor or the subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

I. The Trade Contractor shall retain, for the benefit of the Owner, all materials and supplies that are purchased for the project but are not used as a part of the project. The Owner may take any of the materials and supplies that are used in the project for any Town purpose. Any materials and supplies not taken by the Owner shall be removed from the project site by the Trade Contractor.

### Section 3. Shop Drawings.

A. The Trade Contractor shall submit shop drawings, samples and O&M manuals as may be necessary for the prosecution of the work as required by the contract documents on a timely basis so that the project schedule is not affected. The Engineer will promptly review all shop drawings. All such drawings will be approved and signed by the Engineer, and will be null and void unless authorized by such signature. The Engineer's approval of any shop drawing will not release the Trade Contractor from responsibility for deviations from the contract documents. The approval of any shop drawings which substantially deviates from the requirements of the contract documents shall be evidenced by a change order.

B. All drawings and details on items of major equipment will be reviewed by the Engineer only after the complete set of drawings and details covering the entire equipment package to be furnished under a particular major equipment item are submitted. Drawings submitted on a piecemeal basis covering only parts of the equipment package will be held for checking until the entire set of drawings are received.

C. The Trade Contractor shall also submit to the Engineer shop drawings showing detail of structural wood trusses, structural steel and concrete reinforcing steel, bending details, piping details, and of other items necessary for the proper installation of materials into the completed work, as provided by this Agreement.

D. The Trade Contractor shall make any indicated corrections on the drawings returned and shall resubmit corrected drawings until final approval is obtained.

E. The Trade Contractor shall have no claims for damages or extension of time on account of any delay in the work resulting from the rejection of material or from review, revision and resubmittal of drawings when the review, revision and resubmittal is due to changes to the original design documents, and other data for approval by the Engineer.

F. Each shop drawing shall be dated and shall be identified with the name of the project, the division, if any, the Contract item number, and the name of the Trade Contractor.

G. When submitted for the Engineer's review, shop drawings shall bear the Trade Contractor's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the contract documents.

H. The Trade Contractor shall submit the shop drawings in accordance with the general requirements.

I. Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the Engineer. A copy of each approved sample shall be kept in good order by the Trade Contractor at the site and shall be available to the Engineer.

J. By approving and submitting shop drawings and samples, the Trade Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that he has checked and coordinated each shop drawing and sample with the requirements of the work and of the contract documents.

#### Section 4. Records, Accounts and Audits.

A. The Trade Contractor agrees to keep one complete set of records and books of account on a recognized cost accounting basis (satisfactory to the Engineer), showing all expenditures, of whatever nature, made pursuant to the provisions of this Contract.

B. The Trade Contractor shall furnish the Engineer and Owner with such records, information and data as may be reasonable. The Engineer and Owner shall at all reasonable times be afforded the opportunity to inspect and/or audit the above-specified books and records of said Trade Contractor.

#### Section 5. Inspection and Testing.

A. All materials and equipment used in the construction of the project will be subject to adequate inspection and testing in accordance with generally accepted standards.

B. The Trade Contractor shall give sufficient advance notice of placing orders to permit tests to be completed before materials are incorporated in the work.

C. The Owner will provide all inspection and testing services required by the Contract Documents, unless specifically noted in the contract specifications for special inspection and testing services, such as, by way of example, welding inspections on off-site assembly.

D. Neither observations by the Engineer, and Owner, tests nor approvals by persons other than the Engineer and Owner will relieve the Trade Contractor from his obligations to perform the work in accordance with the requirements of the contract documents.

E. The Engineer, the Owner, and their representatives will at all times have access to the work and to locations where materials or equipment are being manufactured, stored, or prepared for use under these contract documents, and they shall have full facilities for

unrestricted inspection of such materials, equipment, and work including full access to purchasing and engineering information, but not including prices, to the extent of uncovering, testing, or removing portions of the finished work. The Engineer and Owner shall be furnished with such information as may be required regarding materials used and the process of manufacture for the various items of equipment. Inspections by the Engineer and Owner of equipment or materials during its manufacture will be performed by or for the Owner solely in an effort to detect discrepancies and defects as early as possible, when they can be most readily corrected, and the work thereby expedited. No acceptance of equipment or materials will be construed to result from such shop inspections by the Engineer and Owner. Any inspections or tests or waivers thereof will not relieve the Trade Contractor of responsibility for meeting all requirements of these contract documents.

F. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Trade Contractor shall provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.

G. In case of disputes between the Trade Contractor and the Engineer as to materials furnished or manner of performing the work, the Owner will have authority to reject materials or suspend the work until the question at issue can be decided by the Owner. The Owner is authorized to revoke, alter, enlarge, relax or release any requirements of these specifications, and to approve or accept any portion of the work, and to issue instructions contrary to the drawings and specifications.

#### Section 6. Construction Review

A. The Engineer will periodically observe the construction of all work covered by this Contract. The Engineer, on behalf of the Owner, shall be authorized to determine the amount or quantities of the several items of work which are to be paid for under this Contract; to order field changes within the scope of the Contract and to render decisions on any questions which may arise relative to the execution of the work covered by this Contract. The Engineer does not have authority to suspend work on the project. The Trade Contractor shall not suspend any portion of the work nor resume suspended work without the written authority of the Owner.

B. Neither Engineer's authority to act under the Contract nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Trade Contractor, any subcontractor, any supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

C. Whenever in the drawings, plans or Contract Documents the terms "as ordered", "as directed", or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Engineer as to the work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the work for compliance with the contract documents. The use of any such term or adjective shall not be effective to assign to Engineer any duty or

authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility for the project. Neither the Owner nor the Engineer will be responsible for the acts or omissions of Contractor or any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

D. Periodic observation of the work in progress by the Engineer will be done whenever the Contractor is performing work that requires review as determined by the Engineer. The normal working time shall be during a regular 5-day, 40-hour work week, Monday through Friday. If the Trade Contractor elects to work more than 40 hours per week and observation is required during this overtime work as determined by the Engineer, the Engineer shall be paid by the Trade Contractor at the rate as specified herein for all review time required over the normal 5-day, 40-hour week. If the Engineer or his authorized representative is called to the job site to address problems created by the Trade Contractor, he will be paid by the Trade Contractor at the same rate as for overtime review as stated above. This payment shall be made by a credit to the Owner, and then the Engineer shall bill the Owner for the same.

E. If any work has been covered which the Engineer has not been specifically requested to observe prior to its being covered, or if the Engineer considers it necessary or advisable that covered work be inspected or tested by others, the Trade Contractor at the Engineer's request shall uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such work is defective, the Trade Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the Trade Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate change order will be issued.

#### Section 7. Surveys, Permits and Regulations.

A. The Owner will furnish all land surveys together with a suitable number of bench marks adjacent to the work as shown in the contract documents. The Trade Contractor shall provide detailed construction staking.

B. At the beginning of the construction or as the work progresses, the Engineer at the Owner's expense, shall install property corners and set bench marks.

C. Any additional surveying or re-surveying shall be done by the Trade Contractor or by the Engineer at the Trade Contractor's expense. Bench marks and survey stakes shall be preserved by the Trade Contractor and in case of their destruction, or removal by him, his employees, or others, they shall be replaced by the Engineer at the Trade Contractor's expense and his Sureties shall be liable therefore.

D. The Trade Contractor shall be responsible for elevations used in computing his bid.

E. The Trade Contractor shall secure and pay for all necessary permits, fees and licenses in connection with the performance of its work and shall pay all municipal and other governmental fees in connection therewith except those expressly provided by the specifications as being the responsibility of the Owner, and shall furnish at its expense any and all bonds and cash or other deposits required by law or required by any lawful body having the right to make demand therefore.

F. The Owner will provide rights-of-way and permanent and temporary easements as shown on the plans for construction purposes. Any additional land actually needed by the Trade Contractor for the performance of the work, proper location of his plant and equipment, or the storage of materials and supplies for the work, shall be furnished by the Trade Contractor.

#### Section 8. Protection of Work, Property and Persons.

A. The Trade Contractor shall be responsible for initiating and maintaining all safety precautions and programs in connection with the work. Neither the Owner nor the Engineer will be responsible for Trade Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto. The Trade Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

B. The Trade Contractor shall at all times consult with and obtain the approval of the Owner for the storage of material, operation of equipment, placing of temporary structures or dispositions of any surplus or waste materials upon property of the Owner anywhere outside the limits of construction. The Trade Contractor shall comply with all state, federal and local laws related to the storage or placement of any supplies, equipment, structures, or any other materials.

C. The Trade Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. He shall notify owners of adjacent utilities when prosecution of the work may affect them. The Trade Contractor shall remedy at his expense all damage, injury, or loss to any property or person caused, directly or indirectly, in whole or in part, by the Trade Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the contract documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Trade Contractor. Notwithstanding the provisions of C.R.S. § 13-20-802.5(2), for purposes of this Contract, the measure of damages shall never be deemed to be the fair market value of the real property without an alleged construction defect.

D. The Trade Contractor shall observe all rules and regulations of the health department having jurisdiction and shall take precautions to avoid creating unsanitary conditions.

E. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Trade Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss.

F. The Trade Contractor shall at all times conduct and work in such a manner as to cause the least inconvenience and greatest protection to the general public. The Trade Contractor shall furnish and maintain barricades, warning signs, red flags, lights, and temporary passageways as may be necessary to protect the work and to safeguard the public. The cost of furnishing and maintaining the above facilities shall be incidental to the contract and no extra compensation for it will be allowed.

G. Throughout the performance of the work or in connection with this Contract, the Trade Contractor shall construct and adequately maintain suitable and safe crossings over trenches and such detours as are necessary to care for public and private traffic. The material excavated from trenches shall be compactly deposited along the sides of the trench or elsewhere in such a manner as shall give as little inconvenience as possible to the traveling public, to adjoining property owners, to other trade contractors, or to the Town.

H. In performing the work, the Trade Contractor shall take the necessary action, including making arrangements with the owners or operators of existing power, cable and telephone lines, fiber-optic and telemetry lines, gas, water, sewer and other utilities or installations that may be encountered, whether privately or publicly owned, to prevent interference with the conditions, operations and maintenance of the respective utilities in a manner satisfactory to the owners, or operators of the respective utilities. Relocation or repair of utilities encountered even though not shown on the plans, shall be the responsibility of the Trade Contractor. The cost of the above measures, including maintaining of guards, watchmen, signals, barricades and temporary structures, making any necessary repairs and other cooperative or corrective work shall be borne by the Trade Contractor and shall be included in the prices bid in the Proposal for the related items of work. Neither the Owner nor the Engineer shall be responsible to the Contractor for the existence of utilities not shown on the plans or drawings and the Trade Contractor remains obligated under this paragraph for all hidden utilities.

I. The Trade Contractor shall be responsible for the preservation of all private or public property along and adjacent to the work and shall take all necessary precautions to prevent damage or injury thereto. Such preservation and protection shall include but not be limited to, trees, stone walls, fences, mail boxes, monuments, irrigation ditches, driveways, road access culverts, underground pipelines and structures. Such preservation and protection shall apply to all underground pipelines and utilities whether public, private or individually owned that are in or adjacent to the right-of-way. When direct or indirect damage is done to public or private property on account of the act, omission, neglect or misconduct in the prosecution or non-prosecution of the work on the part of the Trade Contractor, such property shall be restored by the Trade Contractor at the Trade Contractor's expense to a condition similar or equivalent to that which existed before such damage or injury was done, and brought up to current codes if

applicable. The Trade Contractor shall be responsible for making all arrangements at his own expense for moving and operating equipment at temporary crossings of telephone and transmission lines, railroad tracks, irrigation ditches and pipelines.

Section 9. Communication with the Owner.

The Trade Contractor shall designate a responsible member of its organization at the site, whose duty shall be designated as the contact person for all communication between the Owner and the Trade Contractor. Said designated representative shall also be responsible to attend such meetings, as may be required to insure coordination and adequate performance of the work.

Section 10. Scope of Work.

The scope of work is described in the contract documents which are appended hereto and incorporated herein by this reference.

Section 11. Trade Contractor's Responsibility.

A. The Trade Contractor shall be responsible for all the work under this Contract until completion and final acceptance by the Owner.

B. The Trade Contractor shall supervise and direct the work. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

C. The Trade Contractor shall employ on the work only such persons who are competent and skilled in their assignments. Any employee who obstructs the progress of the work through incompetence or other means or conducts himself improperly shall be discharged or removed from the work when so requested by the Owner. This section shall not create a duty for the Owner to evaluate or assess the competence or skills of the Trade Contractors employees.

D. The Trade Contractor warrants that all materials and equipment furnished and incorporated by him in the project shall be new, unless otherwise specified, and that all work under this Trade Contract shall be of good quality, free from fault and defects and in conformity with the contract documents. All work not conforming to these standards shall be considered defective. The warranty provided herein shall be in addition to and not in limitation of any other warranty or remedy required by law or by the contract documents.

E. The Trade Contractor agrees that if he should fail or neglect to prosecute the work diligently and properly, or fail to perform any provisions of this Trade Contract, that the Owner, after three (3) days written notice to said Trade Contractor may, without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from the payments then or thereafter due to the Trade Contractor pursuant to this Contract.

F. Tools furnished with any equipment may be used for erection purposes when approved by the Owner and shall be turned over to the Owner after completion of the erection in

a condition acceptable to the Owner. In case of rejection by the Owner, the Trade Contractor shall replace the tool or tools at no extra cost to the Owner.

G. Upon completion and before final acceptance of the work, the Trade Contractor shall remove from the site of the work and property of the Owner, all machinery, equipment, surplus materials, rubbish, barricades, signs and temporary structures and shall leave the premises in a condition which is satisfactory to the Owner.

H. The Trade Contractor shall keep one record set of the contract documents annotated to show all changes made during construction.

I. The Trade Contractor shall be responsible for the acts and omissions of all his employees and all subcontractors, their agents and employees and all other persons performing any of the work under a contract with the Trade Contractor.

J. Upon completion of the work, the Trade Contractor shall, at his or its expense, remove from the vicinity of the work, all plant, buildings, rubbish, unused materials, concrete forms and other like material, belonging to him or used under his direction during construction, and in the event of his failure to do so, the same may be removed by the Owner and the Trade Contractor, his Surety or Sureties, shall be liable for the cost thereof. Also during the construction of the work, the site, partially finished structures, and material stockpiles shall be kept in a reasonable state of order and cleanliness.

## Section 12. Changes in the Work.

A. CHANGES Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, only by Change Order, Construction Change Directive, or Order for a Minor Change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

1. A Change Order shall be based upon agreement among the Owner, Contractor, and Engineer; a Construction Change Directive requires agreement by the Owner and Engineer and may or may not be agreed to by the Contractor; an Order for a Minor Change in the Work may be issued by the Engineer alone.

2. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or Order for a Minor Change in the Work.

3. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to the quantities of work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices shall be equitably adjusted; provided however, that Owner may increase the number of units without change in the unit price if reasonable.

B. **CHANGE ORDERS** A Change Order is a written order to the Contractor, signed by the Contractor, the Owner and the Engineer, stating their agreement upon all of the following:

1. A change in the Work;
2. The amount of the adjustment in the Contract Sum, if any; and
3. The extent of the adjustment in the Contract Time, if any.

The Contract Sum and the Contract Time may be changed only by Change Order. Methods used in determining adjustments to the Contract Sum may include those listed in Subsection C below.

C. **CONSTRUCTION CHANGE DIRECTIVES** A Construction Change Directive is a written order directed to the Contractor and signed by the Owner and Engineer, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

1. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

2. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- a. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- b. By unit prices stated in the Contract Documents or subsequently agreed upon;
- c. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- d. By the method provided in Subparagraph (C)(3)(5).

3. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the work involved and advise the Engineer and Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

4. A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time

or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

5. If the Contractor does not respond promptly to the Construction Change Directive or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Engineer on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in case of an increase in the Contract Sum, a percentage fee for overhead and profit not to exceed five percent (5%) of such work's actual cost for Contractor and ten percent (10%) of such work's actual cost to be apportioned between any and all subcontractors and sub-subcontractors. For work performed by Contractor's own forces, Contractor's mark-up shall be limited to actual cost plus a percentage fee for overhead and profit not to exceed ten percent (10%). In such case, the Contractor shall keep and present, in such form as the Engineer may prescribe, an itemized accounting of actual costs together with appropriate supporting data. For the purposes of this Subparagraph, actual costs shall be defined as and limited to the following:

- a. Costs of labor, including Social Security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- b. Costs of materials, supplies, and equipment, including costs of transportation, whether incorporated or consumed;
- c. Reasonable rental costs of machinery and equipment, exclusive of hand tools, obtained and used specifically for such work, whether rented from the Contractor or others; and
- d. Costs of premiums for all bonds (if any), permit fees, and sales, use or similar taxes directly attributable to such work. Actual cost does not include any item which could be deemed to be a general conditions cost or overhead, such as but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses.

6. Pending final determination of actual cost to the Owner, amounts not in dispute may be included in applications for payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Engineer. When both additions and credits covering related work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7. If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be determined in accordance with Article 5 hereof.

8. When the adjustments in the Contract Sum and Contract Time are determined as provided herein, such determination shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

**D. MINOR CHANGES IN THE WORK**

1. The Engineer will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be made effective by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

2. The Owner may at any time as the need arises, order changes within the scope of work without invalidating the Agreement. If such changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, and equitable adjustment will be authorized by change order.

3. The Owner also may, at any time, by issuing a field order, make changes in the details of the work. The Trade Contractor shall proceed with the performance of any changes in the work so ordered by the Owner unless the Trade Contractor believes that such field order entitles him to a change in contract price or time, or both, in which event he shall give the Owner written notice thereof within ten (10) days after the receipt of the ordered change, and the Trade Contractor shall not execute such changes pending the receipt of an executed change order or further instruction from the Owner.

**Section 14. Contract Documents.**

In case of conflict between this Contract, the general conditions of the contract for construction, and the supplementary conditions, this Contract will govern.

**ARTICLE 4 – TRADE CONTRACTOR'S CONSTRUCTION SCHEDULE**

**Section 1. Preconstruction Conference.**

A preconstruction conference shall be scheduled at the time the Notice of Award is issued. The Trade Contractor, at the preconstruction conference, shall prepare and submit for the Owner's and the Engineer's review and approval a Trade Contractor's construction schedule for the Work, in such and form and detail as the Owner may require. The schedule shall not exceed time limits under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire project to the extent required by the Contract Documents, and shall provide for the expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of the Work. The schedule shall be updated every thirty (30) days for submitting to Engineer with Trade Contractor's applications for payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such time stated in the original schedule. If any schedule

submitted sets forth a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), the Trade Contractor shall submit to Engineer and Owner for their review and approval, a narrative description of the means and methods which Trade Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Trade Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Trade Contractor shall not be entitled to an adjustment in the Contract Sum or the Schedule.

Section 2. Schedule of Submittals.

The Contractor shall prepare and keep current, for the Engineer's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Engineer reasonable time to review submittals.

Section 3. Conformance to Schedule.

The Contractor shall conform to the most recent schedules.

**ARTICLE 5 - TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

A. The date of beginning and the time for completion of the work are essential conditions of the contract documents and the work embraced shall be commenced on a date specified in the notice to proceed.

C. The Trade Contractor shall proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Trade Contractor and the Owner, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work during the period such work is to be performed.

D. If the Trade Contractor shall fail to complete the work within the contract time, or extension of time granted by the Owner, then the Trade Contractor shall pay to the Owner the amount of liquidated damages and not as penalty the sum of Seven Hundred and Fifty Dollars (\$750.00) for each calendar day that the Trade Contractor shall be in default after the time stipulated in the contract documents.

E. The Owner will charge the Trade Contractor, and may deduct from the partial and final payment for the work, all architectural, engineering and construction management expenses incurred by the Owner in connection with any work accomplished after the specified completion date.

F. The Trade Contractor will not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Trade Contractor has promptly given written notice of such delay to the Owner.

1. To any preference, priority or allocation order duly issued by the Owner.
2. To unforeseeable causes beyond the control and without the fault or negligence of the Trade Contractor, including, but not restricted to, unforeseen conditions, acts of God, or of the public enemy, acts of the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and
3. To any delays of subcontractors occasioned by any of the causes specified in subparagraphs 1 and 2 of this paragraph F.

G. The Trade Contractor waives any right of recovery or reimbursement or by whatever name, as against the Owner or the Engineer, as a result of any delay or increase on overhead cost incurred by the Trade Contractor's association with any action or inaction on the part of any other trade contractor or supplier.

## **ARTICLE 6 - CONTRACT SUM**

### **Section 1. Monthly or Progress Payments.**

A. The Town Council of the Town of Elizabeth has appropriated the money necessary to fund this project. The Owner shall pay the Trade Contractor in current funds for the performance of the work, subject to any additions and deletions, by written change order, the total sum not to exceed \_\_\_\_\_ dollars (\$ \_\_\_\_\_) (the "Original Contract Amount"). Notwithstanding anything to the contrary contained in this Agreement, no change order or other form of directive by the Owner requiring additional compensable work to be performed, which causes the aggregate amount payable under this Agreement, to exceed the amount appropriated for the Original Contract Amount, unless the Trade Contractor is given written assurance by the Town of Elizabeth that lawful appropriations have been made by the Town Council of the Town of Elizabeth to cover the cost of the additional work.

B. The Engineer has, by separate agreement with the Owner, agreed to include in its monthly work estimate to the Owner, a review of the Trade Contractor's estimates of the value of all work, labor, and materials of the Trade Contractor incorporated into the Project. The Trade Contractor hereby agrees that estimates provided to the Engineer for review for the Owner shall be for work actually performed upon the project and that all such work, including labor and materials, have been paid. The determination of the amount of work completed on each application for payment by the Trade Contractor shall be made by the Engineer and shall thereafter be subject to approval by the Owner. Such determination, however, by the Engineer or approval by the Owner shall not be construed as acceptance of the work.

1. Before the first application for payment, the Trade Contractor shall submit to the Engineer and Owner a schedule of values to be allocated to the various portions of the Work, which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to subcontractors, supported by such evidence of correctness as the Engineer may direct. This schedule, when approved by the Engineer, shall be used to monitor the progress of the Work and as a basis for making progress payments hereunder. Application for monthly progress payments shall be made in writing in accordance with this Contract and shall be submitted on approved forms provided by the Owner and shall be submitted to the Owner on or before the twentieth (20th) day of each month. Applications received on time will be paid on the twentieth (20th) day of the following month, providing that the Owner approves such recommendations of the Engineer. Applications received after the twentieth (20th) day of each month shall be paid after the Owner's next pay period.
2. Progress payments to the Trade Contractor shall be subject to retention in accordance with Colo. Rev. Stat. § 24-91-103, as amended.
3. Upon receipt of written notice from the Trade Contractor that his work is ready for final inspection and acceptance by the Owner and upon receipt of final application for payment, the Owner will promptly make such final field review subject to the final payment requirements contained in Colo. Rev. Stat. § 38-26-107, as amended. If the Owner finds that the work is acceptable under the contract documents, he will recommend to the Owner that a final certificate of payment be issued. Neither final payment nor the remaining retention shall become due until the Trade Contractor submits to the Engineer an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work, have been paid or otherwise satisfied. Likewise, final payment shall not be made until the consent of the surety to final payment has been obtained, and if required by the Owner, such other data establishing payment or satisfaction of all obligations, including releases, final lien waivers, and receipts and warranties, if any, have been provided to the Engineer for the use and benefit of the Owner. Should any subcontractor of the Trade Contractor or supplier of said Trade Contractor refuse to furnish any warranty and/or release or waiver, the Owner in its sole discretion, may refuse to certify final payment. The Trade Contractor may then furnish sufficient bonds satisfactory to the Owner to indemnify the Owner against any such liens.
4. Notwithstanding anything else to the contrary contained herein, such final payment by the Owner shall not be construed as a waiver of any claims affecting or arising from:
  - a. Unsettled liens;

- b. Faulty or defective work appearing after substantial completion;
  - c. Failure of the work to comply with the requirements of the contract documents;
  - d. Terms of any special warranties required by the contract documents.
5. The acceptance by the Trade Contractor of final payment shall be and shall operate as a release to the Owner from all claims and all liability to the Trade Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of the work other than claims in stated amounts as may be specifically expected by the Trade Contractor with the consent of the Owner. Any payment, however, final or otherwise, will not release the Trade Contractor or his sureties from any obligations under the contract documents or the performance bond and labor and material payment bond.

#### **ARTICLE 7 - CORRECTION OF WORK**

A. During the life of the Contract and for a period of two (2) years after final acceptance, the Trade Contractor shall promptly remove from the premises all work rejected by the Owner for failure to comply with the contract documents, whether incorporated in the construction or not, and the Trade Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the Owner and shall bear the expense of making good all work of other trade contractors destroyed or damaged by such removal or replacement. The Owner, however, may at its discretion elect to accept an equitable reduction in price or a refund instead of correction of the condemned work.

B. All removal and replacement work shall be done at the Trade Contractor's expense. If the Trade Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the Owner may remove such work and store the materials all at the expense of the Trade Contractor.

#### **ARTICLE 8 - TEMPORARY FACILITIES AND SERVICES**

Unless otherwise provided in this Contract, the Trade Contractor shall furnish and make available, at no cost, all temporary facilities, including all power needed for heating and protection of facilities and work. It is the expressed intent of the parties that the Trade Contractor shall be responsible for and at its sole cost all heating and protection of facilities and work.

## ARTICLE 9 - INDEMNIFICATION AND INSURANCE

### Section 1. Indemnification.

The Trade Contractor agrees to indemnify and hold harmless the Owner, its officers, employees, agents, and their insurers, and the Engineer, its officers, employees, agents 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, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, 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 act, omission, error, professional error, mistake, negligence, or other fault of the Trade Contractor, or of any employee of any subcontractor to the Trade Contractor.

The Trade Contractor 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 the Trade Contractor, or at the option of the Owner or the Engineer, agrees to pay the Owner or the Engineer or reimburse the Owner or the Engineer for defense costs incurred by the Owner or the Engineer in connection with any such liability, claims, or demands. The Trade Contractor 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.

### Section 2. Insurance.

The Trade Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands, and other obligations assumed by the Trade Contractor pursuant to Section 1 above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Trade Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 1 above, by reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

The Trade Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the Owner. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Trade Contractor pursuant to Section 1 above. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

Worker's Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of the work under this contract, and Employers Liability Insurance with minimum limits of five hundred, thousand dollars (\$500,000) each accident, five hundred, thousand dollars (\$500,000) disease-policy limit, and five hundred, thousand dollars (\$500,000) disease-each employee.

General Public Liability Insurance to be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting there from, sustained by any one person and not less than one million, five hundred, thousand dollars (\$1,500,000) for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by two or more persons in any one accident. This policy shall also include coverage for blanket contractual and independent contractor risks.

The limits of General Public Liability Insurance for broad form property damage (including products and completed operations) shall be not less than one million dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one accident and not less than one million, five hundred, thousand dollars (\$1,500,000) for all damages arising out of injury to, or destruction of property, including the Owner's property during the policy period.

The General Public Liability Insurance policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

Protective Liability and Property Damage insurance covering the liability of the Owner, including any employee, officer or agent of the Owner with respect to all operations under the Contract by the Trade Contractor or his sub-contractors shall be obtained and maintained during the life of the contract. The limits of the Owner's Protective Liability Policy, to be provided by the Trade Contractor, as described in this Section 2, shall be increased to the same limits as described above for the Trade Contractor's General Public Liability Insurance.

Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate with respect to each of the Trade Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Trade Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Trade Contractor providing services to the Owner under this contract.

All Insurance Policies and Certificates of Insurance issued for this project shall name as additional insured(s), the Owner, whether private or governmental, the Owner's officers and employees, and the Engineer and its agents and employees, and any other person(s), company(ies), or entity(ies) deemed necessary by the Owner. The Trade Contractor shall be solely responsible for any deductible losses under any policy required herein.

The insurance provided by the Trade Contractor shall be primary to insurance carried by the Owner, the Engineer, and all other additional insureds, and the principal defense of any claims resulting from the Trade Contractor's obligations under the Contract shall rest with the Trade Contractor's Insurer.

### Section 3. Certificates of Insurance.

The certificate of insurance provided by the Trade Contractor shall be completed by the Trade Contractor'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 Owner prior to commencement of the contract. No other form of certificate shall be used. The certificate shall identify this Contract and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Owner. The completed certificate of insurance shall be sent to:

Michael DeVol  
Director of Public Works  
Town of Elizabeth  
151 South Banner St.  
Elizabeth, Colorado 80107

Failure on the part of the Trade Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Owner may immediately terminate this contract, or at its discretion the Owner 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 Owner shall be repaid by the Trade Contractor to the Owner upon demand, or the Owner may offset the cost of the premiums against any monies due to the Trade Contractor from the Owner.

The Owner reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

The parties hereto understand and agree that the Owner is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et seq 10 C.R.S., as from time to time amended, or otherwise available to the Owner, its officers, or its employees.

### **ARTICLE 10 - PERFORMANCE, LABOR AND MATERIAL PAYMENT BONDS**

The Trade Contractor shall within ten (10) days after the receipt of a notice of award, furnish the Owner with a performance bond and a payment bond in penal sums equal to the amount of the contract price, conditioned upon the performance by the Trade Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents, and upon the prompt payment by the Trade Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bonds shall be executed by the Trade Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Trade Contractor. If at any time a surety on any

such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, the Trade Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Trade Contractor. No further payments will be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

## **ARTICLE 11 – CLAIMS AND DISPUTES**

A. Definition. A claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment of contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term “claim” also includes other disputes between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate claims shall rest with the party making the claim.

B. Decision of Engineer or Architect. Claims may, upon request of both the Contractor and the Owner, be referred initially to the Engineer or Architect for action as provided in Article 3, Section 12.

C. Time limits on Claims. Claims by either party must be made within 21 days after occurrence of the event giving rise to such claim or within 21 days after the claimant first recognizes, or reasonably should have recognized, the condition giving rise to the claim, whichever is later. An additional claim made after the initial claim has been implemented by change order will not be considered unless submitted in a timely manner.

D. Continuing Contract Performance. Pending final resolution of a claim, including litigation, unless otherwise directed by Owner in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

E. Waiver of Claims: Final Payment. The making of Final Payment shall constitute a waiver of claims by the Owner except those arising from:

1. Liens, claims, security interests, or encumbrances arising out of the Contract and unsettled;
2. Failure of the Work to comply with the requirements of the Contract Documents;
3. Terms of special warranties required by the Contract Documents; or
4. Faulty or defective work appearing after Substantial Completion.

F. Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than seven (7) days after first observance of the conditions. Site conditions which an experienced and prudent contractor could have anticipated by visiting the site, familiarizing himself with the local conditions under which the Work is to be performed and correlating his observations with the requirements of the Contract Documents shall not be considered as claims for concealed or unknown conditions, nor shall the locations of utilities which differ from locations provided by the utility companies. The Engineer or Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or the required time for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Engineer or Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Engineer or Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within twenty-one (21) days after the Engineer or Architect has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Engineer or Architect for initial determination, subject to further proceeding pursuant to these Contract Documents.

G. Claims for Additional Cost. If the Contractor wishes to make claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the work. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Engineer or Architect. No such claim shall be valid unless so made. Prior notice is not required for claims relating to an emergency endangering life or property. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Engineer or Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Engineer or Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension, or (7) other reasonable grounds, claim shall be filed in accordance with the procedure established herein Any change in the Contract Sum resulting from such claim shall be authorized by change order or construction change directive.

H. Claims for additional time. If the Contractor wishes to make claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one claim is necessary.

I. Injury or damage to person or property. Subject to the Parties' obligations and responsibilities under the Contract Documents in general and Article 8 hereof in particular, if either party to the Contract suffers injury or damage to person or property because of an act or

omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ten (10) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a claim for additional cost or time related to this claim is to be asserted, it shall be filed as provided in Article 3, Section 12.

## **ARTICLE 12 - RESOLUTION OF CLAIMS AND DISPUTES**

A. The Engineer (if the matter is referred to the Engineer for initial decision) will review claims and take one or more of the following preliminary actions within ten (10) days of receipt of a claim: (1) request additional supporting data from the claimant; (2) submit a schedule to the parties indicating when the Engineer expects to take action; (3) reject the claim in whole or in part, stating the reasons for rejection; (4) recommend approval of the claim by the other party; or (5) suggest a compromise. The Engineer may also, but is not obligated to, notify the surety, if any, of the nature and amount of the claim.

B. If a claim has been resolved, the Engineer (or at the Owner's option, Owner), will prepare or obtain appropriate documentation.

C. If a claim has not been resolved, the party making the claim shall within ten (10) days after the Engineer's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Engineer; (2) modify the initial claim; or (3) notify the Engineer that the initial claim stands.

D. If a claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Engineer, the Engineer will notify the parties in writing that the Engineer's decision will be made within seven (7) days, which decision will be considered advisory only and not binding on the parties in the event of litigation in respect of the claim. Upon expiration of such time period, the Engineer will render to the parties the Engineer's written decision relative to the claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Trade Contractor's default, the Engineer may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

E. The dispute clause does not preclude the considerations of questions of fact or law in connection with decisions provided for in Paragraph A above. Nothing in this Agreement, however, shall be construed as making final a decision of an administrative official, representative or Town Board of Trustees on a question of fact or law.

F. As between the parties of this Agreement, as to all acts or failure to act by either party of this Agreement, any applicable statute of limitation shall commence to run from the date of the agreed party's discovery of such act or failure to act.

G. The Trade Contractor shall give written notice to the Owner within ten (10) days of any dispute/claim arising under this Contract upon which the Trade Contractor seeks

compensation or change of contract documents, otherwise the Trade Contractor's dispute/claim shall be deemed waived. Said ten (10) days written notice shall not be deemed to run from the date of discovery in this instance but from the date the dispute/claim has arisen.

### **ARTICLE 13 - TERMINATION**

A. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be effected unless the other party is given (1) not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the terminating party prior to termination.

B. This Agreement may be suspended or terminated in whole or in part, in writing, by the Owner for its convenience; provided that no such termination may be effected unless the Trade Contractor is given (1) not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to suspend or terminate; and (2) an opportunity for consultation with the Owner prior to suspension or termination.

C. Suspension for Convenience: The Owner, for its own convenience, may suspend the contract in whole or in part at any time by written notice to the Trade Contractor. Such notice shall state the extent and the effective date of such suspension, and on the effective date thereof the Trade Contractor shall promptly suspend such work to the extent specified, and during the period of such suspension shall properly care for and protect all work and materials, housing and equipment on hand for construction under the contract. The Trade Contractor also shall promptly supply the Owner with copies of all outstanding orders for materials, equipment and services, and shall take such action relative to such orders as may be directed by the Owner. If the performance of the work is thus suspended, the Trade Contractor shall be entitled to be reimbursed for all additional expense incurred by reason of such suspension as agreed upon by the Trade Contractor and the Owner.

D. Termination for Convenience:

1. The Owner may for its own convenience terminate work under the contract in whole or in part at any time by written notice to the Trade Contractor. Such notice shall state the extent and effective date of such termination and on the effective date thereof the Trade Contractor will, as and to the extent directed, stop work under the contract and the placement of further orders or subcontracts under the contract, terminate work under order and subcontracts under the contract, and take any necessary action to protect property in the Trade Contractor's possession in which the Owner has or may acquire an interest.
2. In the event of such termination, the Owner shall pay to the Trade Contractor: (1) its direct costs (excluding overhead) for all work done in conformity with the Contract to the effective date of such termination and

(2) other costs pertaining to the work which the Trade Contractor may incur as a result of such termination, all as approved by the Owner plus ten percent (10%) of such costs (excluding costs under (2) above) for overhead and profit, provided, however, that in no event shall the total amount to be paid under this Article 11, Section D.(2) plus payments previously made, exceed the lesser of (a) the total aggregate contract price specified in the Trade Contract; or (b) that proportion of the aggregate total contract price specified in the date of termination bears to the entire work to be performed hereunder. Any payment under this Article 11, Section D.(2) shall be made upon the expiration of the period within which liens may be filed under the laws of the state of Colorado, subject, however, to withholding by the Owner for the reasons and in the manner provided in those provisions pertaining to withholding of payments for liens.

E. Termination for Default:

1. The Owner shall have the right to terminate the employment of the Trade Contractor after giving ten (10) days written notice of the termination to the Trade Contractor in the event of any default by the Trade Contractor. In the event of such termination, the Owner may take possession of the work and of all materials, tools and equipment thereon and may finish the work by whatever method and means he may select. It shall be considered a default by the Trade Contractor whenever he shall:
  - a. Disregard or violate important provisions of the contract documents or the Owner's instructions, or fail to prosecute the work according to the agreement schedule of completion, including extensions thereof;
  - b. Fail to provide a qualified representative, competent workmen or subcontractors, or proper materials, or fail to make prompt payment therefore; and
  - c. Fail to submit a completion schedule within fourteen (14) days after award of contract.
2. Upon termination of the contract by the Owner for default by the Trade Contractor, no further payments shall be due to the Trade Contractor until the work is completed. If the unpaid balance of the contract amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the Trade Contractor. If the cost of completing the work shall exceed the unpaid balance, the Trade Contractor shall pay the difference to the Owner. The amount of the cost incurred by the Owner in implementing the work, and the damage incurred through the Trade Contractor's default, shall be approved by the Owner.

3. The provisions of this Article 11, Section D.(2) shall not apply in the event of default of the Trade Contractor; provided, however, that the provisions of Article 11, Section D.(2) shall apply in the event of substantial failure by the Owner to fulfill its obligations under this Agreement.

#### **ARTICLE 14 - SIMULTANEOUS WORK BY OTHERS**

A. The Owner reserves the right to let other contracts in connection with this project. The Trade Contractor shall afford other trade contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

B. If the proper execution or results of any part of the Trade Contractor's work depends upon the work of any other trade contractor, the Trade Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results. Failure of the Trade Contractor to so inspect and report defects shall constitute an acceptance of the other trade contractors' work as fit and proper for the addition of his work thereto, except as to defects which may develop in the other trade contractors' work after the execution of his work.

C. The Trade Contractor shall coordinate his operations with those of other trade contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work.

D. The Trade Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other trade contractors and shall notify the Engineer immediately of lack of progress, defective workmanship, or lack of coordination on the part of other trade contractors. Failure of the Trade Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress, defective workmanship, or lack of coordination by others shall be construed as acceptance by him of the work and the status of work as being satisfactory for proper execution of his own work.

E. All materials and labor shall be furnished at such times as shall be for the best interest of all trade contractors concerned, to the end that the combined work of all may be properly and fully completed on contract time.

F. Nothing herein shall be construed in any way as giving the Trade Contractor a claim as against the Owner and the Engineer resulting in any revised schedule based upon delay caused by any other trade contractor or supplier.

#### **ARTICLE 15 - SUBCONTRACTING**

A. The Trade Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

B. Before execution of the contract, the Trade Contractor shall submit the names of all subcontractors, including contact persons, phone numbers, and addresses to the Engineer or Architect and Owner. The Trade Contractor shall also promptly notify all parties of any changes in subcontractors or subcontractor contact information.

C. The Trade Contractor shall be fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

D. The Trade Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Trade Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Trade Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Trade Contractor under any provision of the contract documents.

E. Nothing contained in this Contract will create any contractual relation between any subcontractor and the Owner.

## **ARTICLE 16 - GUARANTY**

A. The Trade Contractor shall guarantee all materials and equipment furnished and work performed for a period of two (2) years from the date of final acceptance of the contract by the Owner that the work is free from all defects due to faulty materials or workmanship and that the Trade Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Trade Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Trade Contractor the cost thereby incurred. The performance bond shall remain in full force and effect through the guarantee period.

B. Whenever in the specifications a guarantee or maintenance bond is required to be furnished for any item of equipment, material or portion of the work, such guarantee shall be submitted to the Owner and a written approval will be issued to the Trade Contractor before any such equipment, material or construction is ordered and incorporated in work by the Trade Contractor.

## **ARTICLE 17 - SALES TAX**

The Trade Contractor and all of his subcontractors must make application to the Colorado State Department of Revenue for a certificate of exemption to permit the purchase of building materials for the construction of this project without payment of the sales tax. Prior to the start of construction, the Trade Contractor shall furnish copies of such certificates to the Owner. Applications and certificates must be on forms provided by the Department of Revenue.

## **ARTICLE 18 - MISCELLANEOUS PROVISIONS**

A. This Agreement is made and entered into subject and conformable to the laws of the state of Colorado. To the extent any provision hereof is inconsistent with said laws, said laws shall control.

B. The Trade Contractor shall comply with all federal and state laws and local ordinances and regulations which affect those engaged or employed in the work or which affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify the Owner and the Engineer against any claim or liabilities arising solely from or based solely on the violations of such law, ordinance, regulation, order or decree, whether by itself, its subconsultants, agents, or employees.

C. The Trade Contractor will take affirmative action to not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or handicap, if otherwise qualified.

D. In the event any provision of this Agreement is held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

E. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

F. The Owner and the Trade Contractor each binds itself and its partners, successors, executors, administrators, and assigns to this Agreement. Neither the Owner nor the Trade Contractor will assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

G. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Owner and the Trade Contractor.

### **ARTICLE 19 – WORKER WITHOUT AUTHORIZATION**

A. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a Worker without Authorization and that Contractor 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.

1. Prohibited Acts. Contractor shall not:

- a. Knowingly employ or contract with Workers without Authorization to perform work under this Agreement; or
- b. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with Workers without Authorization to perform work under this Agreement.

2. Verification.

- a. Contractor has verified or attempted to verify through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Contractor does not employ any Workers without Authorization and, if Contractor is not accepted into the basic pilot program prior to entering into this Agreement, that Contractor shall apply to participate in the basic pilot program every three (3) months until Contractor is accepted or this Agreement has been completed, whichever is earlier.

- b. Contractor shall not use basic pilot program procedures to undertake preemployment screening of job applicants while this Agreement is being performed.
  - c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with Workers without Authorization, Contractor shall:
    - i. Notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with a Worker without Authorization; and
    - ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subcontractor does not stop employing or contracting with the Workers without Authorization; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a Worker without Authorization.
3. Duty to Comply with Investigations. Contractor 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 Contractor is complying with the terms of this Agreement.

## **ARTICLE 20 – ATTACHMENTS, SCHEDULES AND SIGNATURES**

A. It is further mutually agreed that this Agreement and the contract documents constitute the entire Agreement between the Owner and the Trade Contractor and supersede all prior or oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed written amendment.

IN WITNESS WHEREOF the parties hereto each herewith subscribe the same in triplicate.

**TOWN OF ELIZABETH, COLORADO**

By: \_\_\_\_\_  
Megan Vasquez, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Oeser, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Corey Y. Hoffmann, Town Attorney

**TRADE CONTRACTOR**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires: \_\_\_\_\_

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public



## TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor, Mayor Pro Tem, and Board of Trustees  
FROM: Patrick Davidson, Town Administrator  
DATED: April 20, 2022  
SUBJECT: Discussion of Scope of Services on Multi-Use Facility for Senior Citizens

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### BACKGROUND

The community has been engaged in general conversations as to the need for a Senior Center type facility in Elizabeth. The purpose of the building would be to serve as a meeting location, a location to provide meals, and an activity center. Staff has been provided general direction to begin the process of determining the nature and extent of interest in such a facility, potential development ideas, and any financial opportunities that could arise to assist in funding the process.

### ANALYSIS

The University of Colorado – Denver has a program known as the University Technical Assistance (UTA) Program. The purpose of the program is to provide opportunities for students in architecture and planning to work on “real world” projects for Colorado state and local governments. The program, through DOLA, provides generous grant support to both the UTA program and to local governments making use of UTA.

On April 15, 2022, Michelle Oeser and I met with Jeffrey Wood, architect, and advisor to the program, as well as graduate students Tayler Heffelfinger and Jake Dudley. The purpose of the meeting was to determine if UTA could provide any assistance in the designing of a senior center, the costs of such assistance, and other relevant concerns. Mr. Wood and his students confirmed that this project was within the UTA program and have tentatively offered technical support.

On April 19, 2022, staff received the following Scope of Services and Contract for review and discussion. The Scope of Services accurately defines the project itself and identifies that the work by UTA will include all steps through Design Development. The anticipated completion date for UTA’s work would be April 30, 2023.

This project will be completed at a substantial cost savings and will provide enough technical information to assess any further/additional needs, and provide sufficient information for land acquisition, budgeting, grant proposals, funding concerns, and bidding for completion. As equally important, the UTA team will conduct all public input meetings, taking into consideration the requests of the public, stakeholders, and others, to create the plans for a center that will meet the needs of the community for decades to come.

### **STAFF RECOMMENDATION**

Staff recommends the acceptance of the Scope of Services and associated agreement, for formal approval during the Board's May 10, 2022, meeting, subject to the review by the Town Attorney.

### **BUDGET CONSIDERATIONS**

At this time, it is estimated that Elizabeth's share of the UTA cost will be \$3,245. This assumes that the Town will qualify for the DOLA match of \$2,160. **The maximum the Town of Elizabeth could be expected to spend under the UTA agreement is \$5,400.** For comparison purposes, a project of this type could reasonably be expected to easily cost upwards of \$50,000 or more for completion. Payment is not due until after all services are completed, so there is no financial obligation under the current budget. The total amount due and owing by the Town would need to be included in next year's budget.

### **ATTACHMENTS**

Agreement and Scope of Services prepared by University Technical Assistance Program, College of Architecture and Planning, University of Colorado – Denver.

Elizabeth, CO

## A Senior Center for Elizabeth

*A multi-use facility to serve the senior citizens of a growing town*

### Background:

The Town of Elizabeth is a statutory town in Elbert County on the outskirts of the Denver Metro area. It is home just under 2000 residents but is growing at over a 20% rate and expects to fill in to over 5000 residents, or more in the next decade or so. Originally a sawmill encampment, the town became a central hub of the ranching in the area, and though it still fills that need, the primary growth pressure comes from families seeking more affordable housing as well as a more spacious area to live. The average age of the community is quite young at 30 years, matching to some degree the youth of the metro area writ large, but there is an indication that some families moving into the area are multigenerational, or older citizens seeking a quieter place to retire. This senior citizen growth is the driving factor in the development of a senior center.



*The central core of Elizabeth, Colorado*

**General area of proposed Senior Center (to be determined)**

The University Technical Assistance (UTA) Program at CCCD, through a generous grant from the Department of Local Affairs (under the Supervision of Regional Manager Greg Etl) has been contacted to provide design and planning services to the Town of Elizabeth as overseen by Patrick Davidson (town manager) on behalf of the town. The initial meeting was held at Town Hall on April 15th and included the Town Manager (Patrick Davidson) and Town Clerk Michelle Oeser as well as employees from UTA program (Jake Dudley, Tayler Heffelfinger and Jeffrey Wood).

## **UNIVERSITY TECHNICAL ASSISTANCE PROGRAM**

COLLEGE OF ARCHITECTURE AND PLANNING



**COLORADO**  
Department of Local Affairs

**The Project:**

The community has recognized the need for a facility serving the community's seniors, while applying a broad definition as to possible users. A central space might be used for meals, activities, events, but also available to the community for reunions, receptions and other events requiring a larger space, which is sorely lacking in the area. The specific needs are for a kitchen to prepare "Meals on Wheels" services, but also to serve lunches on certain days of the week. There would be need for administrative offices, as well as storage for equipment serving activities ranging from yoga, calisthenic exercises, and other large group activities that could be hosted to serve the growing senior community. While Elizabeth would be home to the center, it would likely serve the elder community throughout the county. Meetings with the senior community and interested residents would be held to round out the sorts of spaces and facilities that would best serve the community now and for several decades to come. We anticipate mostly indoor but some exterior programmed spaces, as well as parking and inviting landscaping. The proposed site area is near the town's library, which might also serve the new center.



Elizabeth, Co



Views of proposed site

**UNIVERSITY TECHNICAL ASSISTANCE PROGRAM**

COLLEGE OF ARCHITECTURE AND PLANNING



**COLORADO**  
Department of Local Affairs

**Step One:**

Analysis/documentation of possible sites and programming of new facilities (including analysis of senior centers in similarly sized communities to see what works well, and less well and an exploration of what might best serve this community).

**Step Two:**

Prepare a conceptual layouts and site plans indicating various approaches to new facilities for presentation and discussion with stakeholders. These layouts will be intended to lead to an array of concepts for public presentation and discussion.

**Step Three:**

Development of 2-3 recommendations for consideration first by our stakeholders, and subsequent to that, at public meetings where the general population will be able to discuss the proposed design(s) and their integration into the community.

**Step Four:**

A refined plan for this overall proposal, taking into account public input, budgetary concerns and any other issues raised. The goal would be to create necessary exhibits to present to various agencies for grant application, and other fund-raising strategies to be employed by the stakeholders. This will be incorporated into a final report suitable for grant writing or other funding source consideration.

**Process/Services to be provided:**

- Document and assess site possibilities.
- Prepare bubble diagrams uses, modifications, adjacencies, connections to outside.
- Pre-Design, programming meetings with staff and community leaders to generate initial schematics.
- Develop a series of schematic solutions which offer varying approaches and raise relevant issues.
- Present plans to community/staff for review and comment to generate more final design direction.  
(2-3 such meetings would be typical, though more may be required depending on interest and comments raised).
- Cost Estimation (ongoing)
- Design Development Drawings (for use for cost estimation and engineering/consultants)  
(Site plan, elevations, renderings, sections, material specs, etc.)
- Code Criteria and research.
- Produce documents for grant support and to assist construction document completion (by others).

Requested Documents (if/as available):

- Parcel maps or legal descriptions of property(s) under consideration (digital or hard copy).
- Copies of any Zoning/code ordinances applicable to the sites, general plan, etc.

## **UNIVERSITY TECHNICAL ASSISTANCE PROGRAM**

COLLEGE OF ARCHITECTURE AND PLANNING



**COLORADO**  
Department of Local Affairs

Work is intended to be to complete through the Design Development stage. The UTA Program cannot stamp or sign or issue drawings for construction under their own title and would need others, if/as acceptable to take over responsibility for permit/construction drawing completion when deemed necessary at the sole discretion of the UTAP.

It is hoped that meetings can be coordinated to minimize redundancy but managed in order to be productive (small size meetings are more conducive to more detailed discussions, whereas larger issues can easily be presented at larger gatherings). We anticipate two to three stakeholders’ meetings (included in this budget), but more may be required.

Work is supervised by Jeffrey Wood, (architect), UCDenver Community Development Coordinator/ University Technical Assistance Program (in conjunction with other professionals within the program), and prepared by undergraduate and graduate level Landscape Architecture, Planning and Architecture design interns from the College of Architecture and Planning in Denver.

**Timetable:**

It is estimated that work can begin with initial documentation upon acceptance of this scope of work and the execution of a suitable Memo of Understanding (note: our fees would be split in some fashion with DOLA [Department of Local Affairs] and would not be payable until our work is completed). Depending on the availability of various members of the town council and staff, and related stakeholders, as well as engineers, contractors, and other interested parties, (including student availability and schedule) the CCCD/UTA portion of the work (Steps One, Two and Three) should take roughly 6-12 months, with a projected endpoint on or before April 30th, 2023. This depends on many factors including acceptance of the MOU which is separate but related to this document.

**Cost Estimate/Budget:**

Work will be billed to the TOWN OF ELIZABETH at completion of the final work task. It is estimated that work on this project will require \$ 5,400 to cover the staff work, travel expenses, follow-up review and preparation of the final documents. Work is divided by task and TOWN-DOLA contribution as follows (assuming a 60% match or at the discretion of Greg EtI):

Projected Total Project Cost	\$5,400
DOLA Match	(\$2,160)
<b>ELIZABETH</b> <i>(Share of Cost)</i>	\$3,240

**UNIVERSITY TECHNICAL ASSISTANCE PROGRAM**

COLLEGE OF ARCHITECTURE AND PLANNING



**COLORADO**  
 Department of Local Affairs

## MEMORANDUM OF UNDERSTANDING

Between

Colorado Department of Local Affairs – University of Colorado Denver, Colorado Center for  
Community Development

And

**Elizabeth, Colorado**

WHEREAS, the Colorado Department of Local Affairs, hereinafter DOLA, has contracted with the University of Colorado Denver Colorado Center for Community Development, hereinafter CU Denver, to provide technical assistance in a 64 county area of Colorado, and

WHEREAS, **Elizabeth** hereinafter the **TOWN** (151 S Banner Street, PO Box 159 Elizabeth Colorado 80107), has requested assistance through this program to assist in **design solutions for new Senior Center with related outdoor spaces**, and

WHEREAS, DOLA and CU Denver desire to assist local governments and political subdivisions of the State that are experiencing social and economic impacts resulting from the development of energy/mineral resource industries in Colorado, and,

WHEREAS, it is necessary and desirable to specify these services, the desired end products, and the responsibilities of both the DOLA, CU Denver, and the **TOWN** in completing this project,

NOW, THEREFORE, it is hereby agreed that:

### I. SCOPE OF WORK

CU Denver shall provide the services to the **TOWN** as detailed in Attachment A-Scope of Services Dated **18 April 2022**

### II. COST ESTIMATE

Work will be billed to the **TOWN** at completion of the final work task. It is estimated that work on this project will be **\$5,400** and the **TOWN** is requested to contribute or match a not to exceed amount of **\$3,240** of the project costs to cover the time, travel, expenses, follow-up review and preparation of the final documents.

### III. PAYMENTS

CU Denver shall submit an invoice to the **Town of Elizabeth** upon completion of services for the **TOWN** contribution of **\$3,240**. Invoices will be sent to the following:

**Town of Elizabeth**  
**Attn: Patrick Davidson, Town Administrator**  
151 S Banner Street  
PO Box 159  
Elizabeth, Colorado 80107  
(303) 646-4166

[pdavidson@townofelizabeth.org](mailto:pdavidson@townofelizabeth.org)

Payments, identifying a CU Denver invoice number, will be sent within 30 days of invoice to:

University of Colorado Denver  
ATTN: Michelle Haynes  
Manager of Grants and Contracts  
Campus Box 126, P.O. Box 173364  
Denver CO 80217-3364

#### **IV. Department and Community Responsibilities**

CU Denver will provide the personnel and administrative oversight to accomplish the objectives as described. Student Employees of CU Denver may do some necessary research, plans, and prepare documents in accordance with the scope of work. Supervision of the students and their work tasks rests with **Jeffrey Wood**, Community Development Specialist for CU Denver. **Greg Etl**, Regional Manager will monitor the Project on behalf of DOLA.

#### **V. Period of Performance**

This agreement will be deemed valid by the authorized signatures and it is anticipated that work can begin when fully executed and completed by **4/01/2023**.

#### **VI. Changes and Termination**

The CU Denver Technical Assistance Program, the Colorado Department of Local Affairs, or the **TOWN** may, from time to time require changes in the Scope of Services of this agreement. In the event changes are required they must be made with the agreement of all parties. Either party may terminate this agreement by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the proposed date of termination.

**VII. Agreement**

For: **Town of Elizabeth**

\_\_\_\_\_ Title: \_\_\_\_\_  
Signature and Date

For: Department of Local Affairs

\_\_\_\_\_ Title: Regional Manager  
Signature and Date

For: University of Colorado Denver, Colorado Center for Community Development

\_\_\_\_\_ Title: Assistant Dean of Finance and Administration  
Signature and Date

For: Community Technical Assistance Program



4/18/2022

\_\_\_\_\_ Title: Community Development Specialist  
Signature and Date



**TO:** Honorable Mayor and Board of Trustees  
**FROM:** Zach Higgins, AICP Planner/Project Manager  
**DATE:** April 26, 2022  
**SUBJECT:** Youth Entertainment – Farmers Market

**SUMMARY**

Elizabeth Brewing Company has provided estimates for three youth entertainment options that could be provided at the Farmers Market events this summer. The first activity estimate is for an inflatable obstacle course which would cost \$700 per night. The second activity estimate is for a face painter which would cost \$20/hour or \$80 per night. The third activity option is for a balloon artist which would cost \$100/hour or \$300 per night.

In total, for all three activities, the cost would be \$1,080.00 per night. If all activities were chosen for all eleven nights of the Farmers Market the total cost would be \$11,880.00 for the season. The dates of the market are 06/10, 06/17, 06/24, 07/01, 07/08, 07/15, 07/22, 07/29, 08/05, 08/12, 08/19. The inflatable obstacle course, as priced, would be set up and torn down by the rental company, but not monitored through the event. The Dad's of Elbert County and the American Legion volunteers would man the obstacle course during the event.

**STAFF RECOMMENDATION**

Provide staff with direction to amend current Farmers Market agreement to include an agreed upon amount to cover entertainment costs, leave agreement as is with no additional costs covered, require additional information or entertainment options.

**ATTACHMENT(S)**

N/A



April 26, 2022

## Management Team Updates

### ***Community Development – Pam Cherry***

- Community Development has been approached by several developers that are in due diligence on purchase of the Frontier High School. This is a difficult property as it is zoned Public, Semi-Public or Institutional and limits allowed uses most of which the developers do not want to build.
- We have also been approached by several developers, investors, and consultants on the Abraham lot, where a variety of uses are being considered.
- Zach and Pat continue to assist and answer any questions that I have, and it is very helpful.
- I continue to review the regulations for inconsistencies and general comments on the code, processes, and procedures.

### ***Town Clerk – Michelle Oeser***

- I will be attending an Injury Prevention Symposium on April 28<sup>th</sup>, this symposium is offered through CIRSA.
- Bella will continue to take part in Board meetings through the July meeting.
- I had a wonderful experience meeting with Elbert High School Senior and conducting mock interviews. They are a good group of students.
- Public Works helped the Clerk's Department rearrange filing cabinets; we really appreciate it. These are very difficult to move up from the basement.
- One letter of interest has been submitted for the vacant Board position.
- Letters of interest and applicants will be presented to the Board at the May 10<sup>th</sup> regular meeting.

### ***Police – Chief Melvin Berghahn***

📎 See attached Stats

### ***Public Works and Utilities – Mike DeVol***

📎 No Report

TOWN OF ELIZABETH  
BALANCE SHEET  
FEBRUARY 28, 2022

GENERAL FUND

ASSETS

10-100001	CASH IN COMBINED CASH FUND	1,965,319.99	
10-101000	PETTY CASH	200.00	
10-101100	PETTY CASH- POLICE DEPT	100.00	
10-102200	CONSERVATION TRUST FUND	99,404.50	
10-110000	PROPERTY TAXES RECEIVABLE	250,324.68	
10-115000	ACCOUNTS RECEIVABLE	241,454.89	
	TOTAL ASSETS		2,556,804.06

LIABILITIES AND EQUITY

LIABILITIES

10-201000	ACCRUED SALARIES PAYABLE	33,690.20	
10-202000	ACCOUNTS PAYABLE	32,521.00	
10-202201	COURT BONDS POSTED	290.00	
10-202202	OJW/WARRANT FEE DUE TO DMV	43.98	
10-202203	PERFORMANCE BONDS PAYABLE	65,714.39	
10-202300	AP TO ELBERT CO.--BLGUTX SHARE	2,587.24	
10-217100	FPPA CONTRIBUTIONS PAYABLE	5,556.29	
10-217200	SOC SEC TAXES PAYABLE	4,819.27	
10-217201	MEDICARE TAXES PAYABLE	1,857.85	
10-217300	FED'L WITHHOLDING TAXES PAYABL	6,643.69	
10-217400	STATE WITHHOLDING TAXES PAYABL	4,850.00	
10-217500	HEALTH INSURANCE PAYABLE	( 2,288.86)	
10-217501	PRETAX SUPPLEMENTAL INSURANCE	107.03	
10-217502	AFTER TAX SUPPLEMENTAL INS	19.89	
10-217600	UNEMPLOYMENT INSURANCE PAYABLE	439.27	
10-217601	HEALTH SAVINGS PAYABLE	20.00	
10-217603	WORKERS' COMP. INS. PAYABLE	19,593.16	
10-219000	457 CONTRIBUTIONS PAYABLE	2,459.34	
10-222001	DEFERRED REVENUE - ARPA	196,806.86	
10-250022	LENNAR	( 20,111.90)	
10-250039	SCARLETT CREEK SUBDIVISION	80.04	
10-250041	MAIN STREET STATION	( 240.79)	
10-250042	ELIZABETH WEST ZONING	( 9,456.17)	
10-250045	ELIZABETH 44	( 1,272.09)	
10-250047	RITORO PLAT AMENDMENT	( 2,307.26)	
10-250048	DAIRY QUEEN SITE PLAN	161.00	
10-250049	SPRADLING CAR WASH	( 5,776.72)	
10-250051	HENDERSON REPLAT	461.05	
10-250052	ABRAHAM REZONE	513.23	
10-250053	LEGACY VILLAGE FILINGS 1 & 2	( 5,461.16)	
10-250054	ZIGGY'S COFFEE	3,500.00	
10-250055	CLEARY BUILDING	( 2,730.46)	
	TOTAL LIABILITIES		333,089.37

FUND EQUITY

10-280000	FUND BALANCE	2,042,392.08	
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TOWN OF ELIZABETH  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>TAX</u>					
10-31-1000	CURRENT PROPERTY TAXES	245,537.34	268,862.60	710,786.00	441,923.40 37.8
10-31-2000	SPECIFIC OWNERSHIP TAX	9,698.09	16,848.99	105,000.00	88,151.01 16.1
10-31-3100	1% NON-TABOR SALES TAX	69,741.48	137,064.59	893,750.00	756,685.41 15.3
	<b>TOTAL TAX</b>	<b>324,976.91</b>	<b>422,776.18</b>	<b>1,709,536.00</b>	<b>1,286,759.82 24.7</b>
<u>LICENSES &amp; PERMITS</u>					
10-32-1000	FRANCHISE TAX	857.66	857.66	75,000.00	74,142.34 1.1
10-32-2000	BUILDING PERMIT	4,711.78	9,244.99	150,000.00	140,755.01 6.2
10-32-3000	OTHER LICENSES, FEES AND CHG	2,233.76	4,495.13	30,000.00	25,504.87 15.0
	<b>TOTAL LICENSES &amp; PERMITS</b>	<b>7,803.20</b>	<b>14,597.78</b>	<b>255,000.00</b>	<b>240,402.22 5.7</b>
<u>INTERGOVERNMENTAL</u>					
10-33-2000	CIGARETTE TAX	.00	1,028.03	5,500.00	4,471.97 18.7
10-33-3000	CONSERVATION TRUST FUND	.00	.00	8,500.00	8,500.00 .0
	<b>TOTAL INTERGOVERNMENTAL</b>	<b>.00</b>	<b>1,028.03</b>	<b>14,000.00</b>	<b>12,971.97 7.3</b>
<u>SOURCE 34</u>					
10-34-1000	GRANTS	5,000.00	5,000.00	226,807.00	221,807.00 2.2
	<b>TOTAL SOURCE 34</b>	<b>5,000.00</b>	<b>5,000.00</b>	<b>226,807.00</b>	<b>221,807.00 2.2</b>
<u>EARMARKED FUNDS / MISCELLANEOU</u>					
10-36-1000	INTEREST	558.23	983.49	2,500.00	1,516.51 39.3
10-36-3100	FINES AND FOREFEITURES	4,860.90	12,367.42	70,000.00	57,632.58 17.7
10-36-4000	PUBLIC IMPROVEMENT FEE	50,312.46	103,362.27	665,000.00	561,637.73 15.5
10-36-7000	POLICE REVENUE	94.00	199.00	35,000.00	34,801.00 .6
	<b>TOTAL EARMARKED FUNDS / MISCELLANEOU</b>	<b>55,825.59</b>	<b>116,912.18</b>	<b>772,500.00</b>	<b>655,587.82 15.1</b>
<u>OTHER FUNDS</u>					
10-39-7000	TRANSFER FROM WATER FUND	14,583.33	29,166.66	175,000.00	145,833.34 16.7
10-39-7003	TRANSFER FROM CAP IMP FUND	4,583.33	9,166.66	55,000.00	45,833.34 16.7
10-39-7004	TRANSFER FROM STREET CAP FUND	4,166.67	8,333.34	50,000.00	41,666.66 16.7
	<b>TOTAL OTHER FUNDS</b>	<b>23,333.33</b>	<b>46,666.66</b>	<b>280,000.00</b>	<b>233,333.34 16.7</b>

TOWN OF ELIZABETH  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
TOTAL FUND REVENUE	416,939.03	606,980.83	3,257,843.00	2,650,862.17	18.6

TOWN OF ELIZABETH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>TOWN CLERK</u>					
10-41-1100 SALARIES & WAGES	12,608.24	25,434.76	171,150.00	145,715.24	14.9
10-41-1150 TOWN CLERK SALARY	6,744.00	13,724.04	87,675.00	73,950.96	15.7
10-41-1400 WORKERS' COMPENSATION	21.49	43.45	260.00	216.55	16.7
10-41-1500 HEALTH INSURANCE	4,369.87	8,790.23	54,000.00	45,209.77	16.3
10-41-1550 RETIREMENT	579.06	1,170.60	7,765.00	6,594.40	15.1
10-41-1600 FICA	1,472.17	2,976.60	19,800.00	16,823.40	15.0
10-41-1700 COLO UNEMPLOYMENT	38.60	71.43	1,035.00	963.57	6.9
10-41-1800 TUITION REIMBURSEMENT	.00	.00	5,000.00	5,000.00	.0
10-41-1825 MEMBERSHIPS - EMPLOYEE	225.00	405.00	1,500.00	1,095.00	27.0
10-41-1850 TRAINING, TRAVEL AND LODGING	1,646.48	1,696.51	13,000.00	11,303.49	13.1
10-41-1900 ALLOWANCES	175.00	356.25	2,700.00	2,343.75	13.2
10-41-2500 AUDIT	.00	.00	28,500.00	28,500.00	.0
10-41-3000 COMMUNITY ENGAGEMENT	788.24	821.75	2,400.00	1,578.25	34.2
10-41-3200 CONTRACTED SERVICES	.00	100.00	4,500.00	4,400.00	2.2
10-41-3320 CONTRIBUTIONS AND SPONSORSHIPS	500.00	500.00	3,000.00	2,500.00	16.7
10-41-3350 COUNTY TREASURER & OTHER FEES	4,910.75	5,377.26	17,500.00	12,122.74	30.7
10-41-3400 LEGAL PUBLICATIONS	708.00	981.59	10,000.00	9,018.41	9.8
10-41-3450 ELECTIONS	.00	.00	15,000.00	15,000.00	.0
10-41-4000 BLDG MAINT AND REPAIRS	841.00	1,859.00	20,000.00	18,141.00	9.3
10-41-4400 EQUIPMENT AND MAINT	558.76	1,161.88	12,000.00	10,838.12	9.7
10-41-4500 FURNITURE	736.03	932.51	5,000.00	4,067.49	18.7
10-41-4600 OFFICE SUPPLIES	605.45	1,324.55	13,000.00	11,675.45	10.2
10-41-4700 POSTAGE	250.78	519.84	12,000.00	11,480.16	4.3
10-41-4800 TELEPHONE AND INTERNET	591.28	2,227.68	12,600.00	10,372.32	17.7
10-41-4900 UTILITIES	818.64	1,563.63	5,600.00	4,036.37	27.9
10-41-5100 HUMAN RESOURCES - CONTRACTED	.00	.00	10,000.00	10,000.00	.0
10-41-5250 IT - CONTRACTED	1,658.85	6,917.70	30,000.00	23,082.30	23.1
10-41-5300 IT - HARDWARE	.00	.00	15,000.00	15,000.00	.0
10-41-5325 IT - SOFTWARE PURCHASES	.00	.00	5,000.00	5,000.00	.0
10-41-5350 IT - SOFTWARE CONTRACTS	14,459.52	16,420.52	42,000.00	25,579.48	39.1
10-41-5400 INSURANCE	1,479.21	21,499.84	99,000.00	77,500.16	21.7
10-41-5500 LEGAL - CONTRACTED	3,740.00	7,960.00	55,660.00	47,700.00	14.3
10-41-5600 MEMBERSHIPS - TOWN	230.91	1,391.57	11,500.00	10,108.43	12.1
10-41-5700 PUBLIC RELATIONS	40.00	40.00	2,500.00	2,460.00	1.6
10-41-5800 TOWN HALL EVENTS	.00	513.00	7,500.00	6,987.00	6.8
10-41-9000 OTHER	646.60	1,163.78	10,000.00	8,836.22	11.6
<b>TOTAL TOWN CLERK</b>	<b>61,443.93</b>	<b>127,944.97</b>	<b>813,145.00</b>	<b>685,200.03</b>	<b>15.7</b>

TOWN OF ELIZABETH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>JUDICIAL</u>					
10-42-1200 SALARIES & WAGES- MUNI JUDGE	719.26	1,438.52	10,000.00	8,561.48	14.4
10-42-1400 STATE COMP	14.03	28.06	240.00	211.94	11.7
10-42-1600 FICA	55.02	110.04	810.00	699.96	13.6
10-42-1700 COLO UNEMPLOYMENT	1.44	2.88	36.00	33.12	8.0
10-42-1850 TRAINING, TRAVEL AND LODGING	.00	.00	2,300.00	2,300.00	.0
10-42-3200 COURT PROSECUTOR - CONTRACTED	100.00	780.00	6,500.00	5,720.00	12.0
10-42-9000 OTHER	.00	.00	750.00	750.00	.0
<b>TOTAL JUDICIAL</b>	<b>889.75</b>	<b>2,359.50</b>	<b>20,636.00</b>	<b>18,276.50</b>	<b>11.4</b>
<u>LEGISLATURE</u>					
10-43-1100 BOT - SALARIES & WAGES	1,200.00	2,400.00	14,400.00	12,000.00	16.7
10-43-1200 COMPENSATION- PLAN COMM	200.00	350.00	3,000.00	2,650.00	11.7
10-43-1400 BOT - WORKERS' COMPENSATION	.75	1.47	11.00	9.53	13.4
10-43-1600 BOT - FICA	107.15	210.47	1,400.00	1,189.53	15.0
10-43-1700 BOT - COLO UNEMPLOYMENT	2.80	5.50	60.00	54.50	9.2
10-43-1850 BOT - TRAIN, TRVL, LODG	578.97	1,615.13	8,000.00	6,384.87	20.2
10-43-3700 TRAINING, TRVL, LODG - PC	.00	.00	4,000.00	4,000.00	.0
10-43-4400 BOT - EQUIPMENT	.00	.00	2,500.00	2,500.00	.0
10-43-5000 BOT - MEALS	54.57	54.57	1,500.00	1,445.43	3.6
10-43-9000 BOT- OTHER	.00	.00	500.00	500.00	.0
<b>TOTAL LEGISLATURE</b>	<b>2,144.24</b>	<b>4,637.14</b>	<b>35,371.00</b>	<b>30,733.86</b>	<b>13.1</b>

TOWN OF ELIZABETH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>POLICE</u>					
10-46-1100 SALARIES & WAGES	52,360.62	103,138.82	767,000.00	663,861.18	13.5
10-46-1240 CONTRACTED OVERTIME	.00	.00	5,000.00	5,000.00	.0
10-46-1300 OVERTIME	.00	14.29	12,000.00	11,985.71	.1
10-46-1400 WORKERS' COMPENSATION	1,357.03	2,666.50	23,000.00	20,333.50	11.6
10-46-1500 HEALTH INSURANCE	12,969.04	25,784.02	195,000.00	169,215.98	13.2
10-46-1550 RETIREMENT	716.01	1,373.46	10,800.00	9,426.54	12.7
10-46-1600 FICA	1,128.04	2,221.07	11,122.00	8,900.93	20.0
10-46-1605 FPPA	5,336.31	11,150.15	69,030.00	57,879.85	16.2
10-46-1700 COLO UNEMPLOYMENT	96.30	143.70	3,068.00	2,924.30	4.7
10-46-1800 TUTION REIMB	.00	.00	5,250.00	5,250.00	.0
10-46-1825 MEMBERSHIPS - EMPLOYEE	451.00	670.00	1,500.00	830.00	44.7
10-46-1850 TRAINING, TRAVEL AND LODGING	799.77	2,284.77	15,000.00	12,715.23	15.2
10-46-1900 ALLOWANCES	537.50	1,055.36	7,800.00	6,744.64	13.5
10-46-3000 COMMUNITY OUTREACH	.00	.00	3,000.00	3,000.00	.0
10-46-3200 CONTRACTED SERVICES	6,011.61	10,522.01	70,000.00	59,477.99	15.0
10-46-3600 MOBILE DATA LAPTOPS	.00	437.75	4,500.00	4,062.25	9.7
10-46-3650 WEAPONS - NON-LETHAL	239.53	239.53	6,000.00	5,760.47	4.0
10-46-4000 BLDG MAINT & REPAIRS	1,458.07	3,384.21	21,000.00	17,615.79	16.1
10-46-4300 DRUG, SCREEN, PSY & POLY TEST	540.00	540.00	4,000.00	3,460.00	13.5
10-46-4400 EQUIPMENT AND MAINTENANCE	316.59	1,309.04	12,000.00	10,690.96	10.9
10-46-4500 FURNITURE	.00	.00	2,500.00	2,500.00	.0
10-46-4650 OFFICE SUPPLILES	368.08	1,858.56	12,000.00	10,141.44	15.5
10-46-4700 POSTAGE	12.13	215.82	1,000.00	784.18	21.6
10-46-4800 TELEPHONE & INTERNET	676.60	2,309.85	16,000.00	13,690.15	14.4
10-46-4900 UTILITIES	543.02	993.05	7,000.00	6,006.95	14.2
10-46-6400 TRAINING AND AMMUNITION	269.00	269.00	3,000.00	2,731.00	9.0
10-46-6600 UNIFORMS	607.84	646.84	15,000.00	14,353.16	4.3
10-46-8000 VEHICLES AND LEASES	.00	.00	100,000.00	100,000.00	.0
10-46-8050 VEHICLE MAINT & REPAIRS	492.48	577.75	25,000.00	24,422.25	2.3
10-46-8075 FUEL	1,437.69	3,060.31	20,000.00	16,939.69	15.3
10-46-9000 OTHER	188.70	225.64	6,000.00	5,774.36	3.8
<b>TOTAL POLICE</b>	<b>88,912.96</b>	<b>177,091.50</b>	<b>1,453,570.00</b>	<b>1,276,478.50</b>	<b>12.2</b>

TOWN OF ELIZABETH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>PUBLIC WORKS/PARKS/BUILDINGS</u>					
10-49-1100 SALARIES & WAGES	2,859.74	5,978.83	39,500.00	33,521.17	15.1
10-49-1300 OVERTIME	264.63	444.71	3,000.00	2,555.29	14.8
10-49-1400 WORKERS' COMPENSATION	134.69	275.44	1,900.00	1,624.56	14.5
10-49-1500 HEALTH INSURANCE	968.83	1,944.53	7,800.00	5,855.47	24.9
10-49-1550 RETIREMENT	76.49	160.15	1,185.00	1,024.85	13.5
10-49-1600 FICA	235.62	482.48	3,022.00	2,539.52	16.0
10-49-1700 COLO UNEMPLOYMENT	6.25	9.63	158.00	148.37	6.1
10-49-1850 TRAINING, TRAVEL AND LODGING	.00	.00	150.00	150.00	.0
10-49-1900 ALLOWANCES	48.75	87.59	487.00	399.41	18.0
10-49-4000 BLDG MAINT & REPAIRS	92.00	782.89	20,000.00	19,217.11	3.9
10-49-4800 TELEPHONE AND CELLPHONES	133.48	437.89	3,800.00	3,362.11	11.5
10-49-4900 UTILITIES	387.72	792.83	5,000.00	4,207.17	15.9
10-49-6100 PARKS MAINTENANCE	.00	462.28	100,000.00	99,537.72	.5
10-49-6300 PARTS AND REPAIRS	.00	.00	9,500.00	9,500.00	.0
10-49-6500 TREE CITY USA	.00	.00	2,000.00	2,000.00	.0
10-49-9000 OTHER	.00	( 1.93)	5,000.00	5,001.93	.0
<b>TOTAL PUBLIC WORKS/PARKS/BUILDINGS</b>	<b>5,208.20</b>	<b>11,857.32</b>	<b>202,502.00</b>	<b>190,644.68</b>	<b>5.9</b>
<u>TWN ADMINSTR</u>					
10-52-1100 SALARIES & WAGES	11,538.46	23,584.27	150,000.00	126,415.73	15.7
10-52-1400 WORKERS' COMPENSATION	12.82	26.09	150.00	123.91	17.4
10-52-1550 RETIREMENT	.00	.00	4,500.00	4,500.00	.0
10-52-1600 FICA	890.34	1,811.84	11,475.00	9,663.16	15.8
10-52-1700 COLO UNEMPLOYMENT	23.08	23.32	600.00	576.68	3.9
10-52-1825 MEMBERSHIPS - EMPLOYEE	.00	.00	500.00	500.00	.0
10-52-1850 TRAINING, TRAVEL AND LODGING	203.00	203.00	7,000.00	6,797.00	2.9
10-52-1900 ALLOWANCES	100.00	100.00	900.00	800.00	11.1
<b>TOTAL TWN ADMINSTR</b>	<b>12,767.70</b>	<b>25,748.52</b>	<b>175,125.00</b>	<b>149,376.48</b>	<b>14.7</b>

TOWN OF ELIZABETH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>COMM DEV</u>					
10-53-1100 SALARIES & WAGES- COMM DEV	8,738.31	17,588.95	225,000.00	207,411.05	7.8
10-53-1400 WORKERS' COMPENSATION	9.60	19.33	225.00	205.67	8.6
10-53-1500 HEALTH INSURANCE	2,020.91	4,040.96	34,000.00	29,959.04	11.9
10-53-1550 RETIREMENT	262.16	525.59	6,750.00	6,224.41	7.8
10-53-1600 FICA	660.99	1,330.05	17,100.00	15,769.95	7.8
10-53-1700 COLO UNEMPLOYMENT	17.48	26.83	900.00	873.17	3.0
10-53-1825 MEMBERSHIPS - EMPLOYEE	.00	.00	1,200.00	1,200.00	.0
10-53-1850 TRAINING, TRAVEL AND LODGING	373.00	523.00	7,000.00	6,477.00	7.5
10-53-1900 ALLOWANCES	.00	.00	3,600.00	3,600.00	.0
10-53-2500 COMMUNITY EVENTS	.00	535.60	45,000.00	44,464.40	1.2
10-53-3000 BUILDING PERMITS	3,545.83	6,832.86	112,500.00	105,667.14	6.1
10-53-3200 CONTRACTED SERVICES	12,828.50	15,248.50	25,000.00	9,751.50	61.0
10-53-3425 ELIZABETH MAIN STREET	.00	3,077.97	33,000.00	29,922.03	9.3
10-53-3450 HISTORIC ADVISORY BOARD	832.54	2,386.79	37,000.00	34,613.21	6.5
10-53-3475 MARKETING MATERIALS & PUBL	.00	.00	5,000.00	5,000.00	.0
10-53-4000 GIS	.00	.00	800.00	800.00	.0
TOTAL COMM DEV	29,289.32	52,136.43	554,075.00	501,938.57	9.4
<u>NON-DEPARTMENTAL</u>					
10-59-9933 TRANSFER TO STREET MAINTENANCE	11,941.42	23,882.84	143,297.00	119,414.16	16.7
TOTAL NON-DEPARTMENTAL	11,941.42	23,882.84	143,297.00	119,414.16	16.7
TOTAL FUND EXPENDITURES	212,597.52	425,658.22	3,397,721.00	2,972,062.78	12.5
NET REVENUE OVER EXPENDITURES	204,341.51	181,322.61	( 139,878.00)	( 321,200.61)	129.6

TOWN OF ELIZABETH  
 BALANCE SHEET  
 FEBRUARY 28, 2022

STREET FUND

ASSETS

21-100001	CASH IN COMBINED CASH FUND	816,978.35	
21-115000	ACCOUNTS RECEIVABLE	28,517.60	
	TOTAL ASSETS		845,495.95

LIABILITIES AND EQUITY

LIABILITIES

21-201000	ACCRUED SALARIES PAYABLE	4,511.26	
21-202000	ACCOUNTS PAYABLE	4,730.89	
	TOTAL LIABILITIES		9,242.15

FUND EQUITY

21-280000	FUND BALANCE	831,920.43	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	4,333.37	
	BALANCE - CURRENT DATE	4,333.37	
	TOTAL FUND EQUITY		836,253.80
	TOTAL LIABILITIES AND EQUITY		845,495.95

TOWN OF ELIZABETH  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>TAXES</u>					
21-31-3000 GENERAL SALES TAX	10,461.22	20,559.69	134,063.00	113,503.31	15.3
21-31-4000 USE TAX	712.36	1,867.38	21,407.00	19,539.62	8.7
<b>TOTAL TAXES</b>	<b>11,173.58</b>	<b>22,427.07</b>	<b>155,470.00</b>	<b>133,042.93</b>	<b>14.4</b>
<u>INTERGOVERNMENT</u>					
21-33-1000 HIGHWAY USERS TAX	3,790.37	9,502.76	100,000.00	90,497.24	9.5
21-33-1050 ROAD & BRIDGE	.00	.00	150,000.00	150,000.00	.0
21-33-6100 M.V. REGISTRATION (\$1.50)	423.01	678.13	4,300.00	3,621.87	15.8
21-33-6200 M.V. REGISTRATION (\$2.50)	657.50	1,050.00	6,400.00	5,350.00	16.4
<b>TOTAL INTERGOVERNMENT</b>	<b>4,870.88</b>	<b>11,230.89</b>	<b>260,700.00</b>	<b>249,469.11</b>	<b>4.3</b>
<u>OTHER SOURCES OF REVENUE</u>					
21-36-1000 INVESTMENT INCOME	63.51	109.85	400.00	290.15	27.5
21-36-4000 PUBLIC IMPROVEMENT FEE	1,502.64	3,087.03	20,000.00	16,912.97	15.4
<b>TOTAL OTHER SOURCES OF REVENUE</b>	<b>1,566.15</b>	<b>3,196.88</b>	<b>20,400.00</b>	<b>17,203.12</b>	<b>15.7</b>
<u>SOURCE 39</u>					
21-39-7000 TRANSFER FROM GENERAL FUND	11,941.42	23,882.84	143,297.00	119,414.16	16.7
<b>TOTAL SOURCE 39</b>	<b>11,941.42</b>	<b>23,882.84</b>	<b>143,297.00</b>	<b>119,414.16</b>	<b>16.7</b>
<b>TOTAL FUND REVENUE</b>	<b>29,552.03</b>	<b>60,737.68</b>	<b>579,867.00</b>	<b>519,129.32</b>	<b>10.5</b>

TOWN OF ELIZABETH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>STREETS</u>					
21-49-1100 SALARIES & WAGES- PUB WORKS	8,579.00	17,936.45	118,500.00	100,563.55	15.1
21-49-1300 OVERTIME	793.91	1,334.15	9,000.00	7,665.85	14.8
21-49-1400 WORKERS' COMPENSATION	261.68	546.67	5,700.00	5,153.33	9.6
21-49-1500 HEALTH INSURANCE	2,905.96	5,833.07	23,400.00	17,566.93	24.9
21-49-1550 RETIREMENT	229.49	474.71	3,555.00	3,080.29	13.4
21-49-1600 FICA	706.94	1,451.15	9,065.00	7,613.85	16.0
21-49-1700 COLO UNEMPLOYMENT	18.71	28.88	474.00	445.12	6.1
21-49-1850 TRAINING, TRAVEL AND LODGING	.00	.00	500.00	500.00	.0
21-49-1900 ALLOWANCES	146.25	309.38	1,463.00	1,153.62	21.2
21-49-3200 CONTRACTED SERVICES	1,603.90	3,690.80	70,000.00	66,309.20	5.3
21-49-3500 DE-ICING SUPPLIES	.00	.00	21,500.00	21,500.00	.0
21-49-3650 LIGHTS AND SIGNALS	1,581.62	2,565.09	18,000.00	15,434.91	14.3
21-49-4000 MAINTENANCE AND REPAIRS	5,596.02	15,196.54	97,000.00	81,803.46	15.7
21-49-5800 ROW MAINTENANCE	1,963.22	6,993.42	105,000.00	98,006.58	6.7
21-49-6100 SIGNS	.00	.00	1,500.00	1,500.00	.0
21-49-9000 OTHER	.00	44.00	13,000.00	12,956.00	.3
<b>TOTAL STREETS</b>	<b>24,386.70</b>	<b>56,404.31</b>	<b>497,657.00</b>	<b>441,252.69</b>	<b>11.3</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>24,386.70</b>	<b>56,404.31</b>	<b>497,657.00</b>	<b>441,252.69</b>	<b>11.3</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>5,165.33</b>	<b>4,333.37</b>	<b>82,210.00</b>	<b>77,876.63</b>	<b>5.3</b>

TOWN OF ELIZABETH  
 BALANCE SHEET  
 FEBRUARY 28, 2022

CAPITAL IMPROVEMENT FUND

ASSETS

31-100001	CASH IN COMBINED CASH FUND	6,809,746.25	
31-115000	ACCOUNTS RECEIVABLE	205,596.87	
	TOTAL ASSETS		<u>7,015,343.12</u>

LIABILITIES AND EQUITY

FUND EQUITY

31-280000	FUND BALANCE	6,804,268.94	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	211,074.18	
	BALANCE - CURRENT DATE	211,074.18	
	TOTAL FUND EQUITY		<u>7,015,343.12</u>
	TOTAL LIABILITIES AND EQUITY		<u>7,015,343.12</u>

TOWN OF ELIZABETH  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

CAPITAL IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>TAX</u>					
31-31-3000 SALES TAX	104,612.21	205,596.87	1,340,625.00	1,135,028.13	15.3
31-31-4000 USE TAX	7,123.59	18,673.80	214,073.00	195,399.20	8.7
TOTAL TAX	111,735.80	224,270.67	1,554,698.00	1,330,427.33	14.4
<u>OTHER FINANCING SOURCES</u>					
31-36-1000 INVESTMENT INCOME	522.09	915.17	3,000.00	2,084.83	30.5
31-36-9000 OTHER REVENUE	.00	.00	100,000.00	100,000.00	.0
TOTAL OTHER FINANCING SOURCES	522.09	915.17	103,000.00	102,084.83	.9
TOTAL FUND REVENUE	112,257.89	225,185.84	1,657,698.00	1,432,512.16	13.6

TOWN OF ELIZABETH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

CAPITAL IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>CAPITAL IMPROVEMENT MISC</u>					
31-80-0100 LAND PURCHASE	.00	.00	250,000.00	250,000.00	.0
31-80-0600 TOWN EVENT PARK	.00	.00	125,000.00	125,000.00	.0
31-80-1100 SALARIES & WAGES	.00	.00	24,750.00	24,750.00	.0
31-80-1400 WORKER'S COMPENSATION	.00	.00	25.00	25.00	.0
31-80-1500 HEALTH INSURANCE	.00	.00	3,300.00	3,300.00	.0
31-80-1550 RETIREMENT	.00	.00	742.00	742.00	.0
31-80-1600 FICA	.00	.00	1,893.00	1,893.00	.0
31-80-1700 COLO UNEMPLOYMENT	.00	.00	99.00	99.00	.0
31-80-1825 MEMBERSHIPS - EMPLOYEE	.00	.00	165.00	165.00	.0
31-80-1850 TRAINING, TRAVEL AND LODGING	.00	.00	1,650.00	1,650.00	.0
31-80-1900 ALLOWANCES	.00	.00	322.00	322.00	.0
31-80-3220 ASSET ASSESSMENT	.00	.00	25,000.00	25,000.00	.0
31-80-3400 FACILITIES MASTER PLAN	.00	.00	75,000.00	75,000.00	.0
31-80-3425 COMMUNITY STUDIES	.00	.00	50,000.00	50,000.00	.0
31-80-3450 SENIOR CENTER	.00	.00	50,000.00	50,000.00	.0
31-80-3475 CAPITAL PLANNING	.00	.00	15,000.00	15,000.00	.0
31-80-5500 TOWN HALL BLDG IMPROVEMENTS	.00	4,945.00	100,000.00	95,055.00	5.0
31-80-5550 LIBRARY PARTNERSHIP	.00	.00	400,000.00	400,000.00	.0
31-80-6500 TRAIL SYSTEMS	.00	.00	9,900.00	9,900.00	.0
31-80-9100 TOWN HALL LANDSCAPING	.00	.00	75,000.00	75,000.00	.0
31-80-9901 TRANSFER TO GENERAL FUND	4,583.33	9,166.66	55,000.00	45,833.34	16.7
<b>TOTAL CAPITAL IMPROVEMENT MISC</b>	<b>4,583.33</b>	<b>14,111.66</b>	<b>1,262,846.00</b>	<b>1,248,734.34</b>	<b>1.1</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>4,583.33</b>	<b>14,111.66</b>	<b>1,262,846.00</b>	<b>1,248,734.34</b>	<b>1.1</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>107,674.56</b>	<b>211,074.18</b>	<b>394,852.00</b>	<b>183,777.82</b>	<b>53.5</b>

TOWN OF ELIZABETH  
 BALANCE SHEET  
 FEBRUARY 28, 2022

STREET CAPITAL IMPROVEMENT FND

ASSETS

32-100001	CASH IN COMBINED CASH FUND	3,480,493.26	
32-115000	ACCOUNTS RECEIVABLE	185,037.17	
	TOTAL ASSETS		<u>3,665,530.43</u>

LIABILITIES AND EQUITY

LIABILITIES

32-202000	ACCOUNTS PAYABLE	13,760.00	
32-203000	RETAINAGE PAYABLE	150,934.90	
32-222000	DEFERRED REVENUE	11,500.00	
	TOTAL LIABILITIES		176,194.90

FUND EQUITY

32-280000	FUND BALANCE	3,336,127.41	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	153,208.12	
	BALANCE - CURRENT DATE	153,208.12	
	TOTAL FUND EQUITY		<u>3,489,335.53</u>
	TOTAL LIABILITIES AND EQUITY		<u>3,665,530.43</u>

TOWN OF ELIZABETH  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

STREET CAPITAL IMPROVEMENT FND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>TAX</u>					
32-31-3000 GENERAL SALES TAX	94,150.99	185,037.17	1,206,563.00	1,021,525.83	15.3
32-31-4000 USE TAX	6,411.23	16,806.42	192,665.00	175,858.58	8.7
TOTAL TAX	100,562.22	201,843.59	1,399,228.00	1,197,384.41	14.4
<u>OTHER FINANCING SOURCES</u>					
32-36-1000 INVESTMENT INCOME	213.80	423.83	3,000.00	2,576.17	14.1
32-36-3000 MISC REVENUE	.00	.00	25,000.00	25,000.00	.0
TOTAL OTHER FINANCING SOURCES	213.80	423.83	28,000.00	27,576.17	1.5
TOTAL FUND REVENUE	100,776.02	202,267.42	1,427,228.00	1,224,960.58	14.2

TOWN OF ELIZABETH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

STREET CAPITAL IMPROVEMENT FND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>CAPITAL OUTLAY</u>					
32-49-1100 SALARIES & WAGES	.00	.00	24,750.00	24,750.00	.0
32-49-1400 WORKER'S COMPENSATION	.00	.00	25.00	25.00	.0
32-49-1500 HEALTH INSURANCE	.00	.00	3,300.00	3,300.00	.0
32-49-1550 RETIREMENT	.00	.00	742.00	742.00	.0
32-49-1600 FICA	.00	.00	1,893.00	1,893.00	.0
32-49-1700 COLO UNEMPLOYMENT	.00	.00	99.00	99.00	.0
32-49-1825 MEMBERSHIPS - EMPLOYEE	.00	.00	165.00	165.00	.0
32-49-1850 TRAINING, TRAVEL AND LODGING	.00	.00	1,650.00	1,650.00	.0
32-49-1900 ALLOWANCES	.00	.00	322.00	322.00	.0
32-49-3000 PAVING PROJECTS - CR13 SOUTH	.00	.00	750,000.00	750,000.00	.0
32-49-4000 ROAD BASE	633.73	633.73	15,000.00	14,366.27	4.2
32-49-6600 RIGHT OF WAY EASEMENTS	.00	.00	50,000.00	50,000.00	.0
32-49-8000 STREET PAVING	.00	26,332.23	1,000,000.00	973,667.77	2.6
32-49-9000 CONCRETE STREET REPAIRS	.00	.00	250,000.00	250,000.00	.0
32-49-9100 EQUIPMENT	.00	.00	287,500.00	287,500.00	.0
32-49-9101 ROTOMILL	.00	.00	1,200,000.00	1,200,000.00	.0
32-49-9200 CURB & GUTTER WORK	.00	.00	5,000.00	5,000.00	.0
32-49-9300 SIDEWALK REPLACEMENT PROGRAM	.00	.00	250,000.00	250,000.00	.0
32-49-9305 MAIN ST STREETSCAPE DESIGN	13,760.00	13,760.00	269,000.00	255,240.00	5.1
32-49-9310 TRANSFER TO GENERAL FUND	4,166.67	8,333.34	50,000.00	41,666.66	16.7
<b>TOTAL CAPITAL OUTLAY</b>	<b>18,560.40</b>	<b>49,059.30</b>	<b>4,159,446.00</b>	<b>4,110,386.70</b>	<b>1.2</b>
<u>DEBT SVC</u>					
32-59-4000 PAYING AGENCY FEE	.00	.00	600.00	600.00	.0
32-59-9700 2014 REFUNDING BOND PRINCIPAL	.00	.00	245,000.00	245,000.00	.0
32-59-9750 2014 REFUNDING BOND INTEREST	.00	.00	6,101.00	6,101.00	.0
32-59-9800 2015 REFUNDING BOND PRINCIPAL	.00	.00	165,000.00	165,000.00	.0
32-59-9850 2015 REFUNDING BOND INTEREST	.00	.00	70,965.00	70,965.00	.0
<b>TOTAL DEBT SVC</b>	<b>.00</b>	<b>.00</b>	<b>487,666.00</b>	<b>487,666.00</b>	<b>.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>18,560.40</b>	<b>49,059.30</b>	<b>4,647,112.00</b>	<b>4,598,052.70</b>	<b>1.1</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>82,215.62</b>	<b>153,208.12</b>	<b>( 3,219,884.00)</b>	<b>( 3,373,092.12)</b>	<b>4.8</b>

TOWN OF ELIZABETH  
BALANCE SHEET  
FEBRUARY 28, 2022

WATER SEWER FUND

ASSETS

52-100001	CASH IN COMBINED CASH FUND	4,340,975.28	
52-101000	PETTY CASH	100.00	
52-110000	ACCOUNTS RECEIVABLE: UB	128,372.98	
52-115000	ACCOUNTS RECEIVABLE: OTHER	1,578.82	
52-160100	LAND: WATER	171,737.60	
52-160200	LAND: SEWER	143,729.50	
52-161100	EASEMENTS: WATER	10,890.77	
52-161200	EASEMENTS: SEWER	32,271.26	
52-162100	PLANT & EQUIPMENT: WATER	2,271,315.79	
52-162200	PLANT & EQUIPMENT: SEWER	6,013,924.47	
52-163100	WATER IMPROVEMENTS	2,288,597.77	
52-163200	SEWER IMPROVEMENTS	2,727,573.38	
52-165100	CONSTRUCTION IN PROGRESS: WTR	1,303,568.39	
52-165200	CONSTRUCTION IN PROGRESS: SWR	49,500.00	
52-169100	ACCUMULATED DEP: WATER	( 2,727,106.48)	
52-169200	ACCUMULATED DEP: SEWER	( 3,822,205.34)	
	TOTAL ASSETS		<u>12,934,824.19</u>

LIABILITIES AND EQUITY

LIABILITIES

52-201000	ACCRUED SALARIES PAYABLE	9,022.52	
52-202000	ACCOUNTS PAYABLE	208,260.05	
52-203000	RETAINAGE PAYABLE	24,515.00	
52-215200	ACCRUED INT PAY: SEWER	2,479.00	
52-218000	COMPENSATED ABSENCES PAYABLE	13,777.88	
52-218100	COMP ABSENCES- CURRENT PAYABLE	1,377.79	
52-220000	CUSTOMER METER DEPOSITS	38,103.40	
52-231200	2007 CWRPDA CUR NOTES PAYABLE	60,120.00	
52-239402	2007 CWRPDA NOTE PAYABLE	337,558.35	
	TOTAL LIABILITIES		695,213.99

FUND EQUITY

52-280000	RETAINED EARNINGS	12,508,662.70	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	( 269,052.50)	
	BALANCE - CURRENT DATE	( 269,052.50)	
	TOTAL FUND EQUITY		<u>12,239,610.20</u>
	TOTAL LIABILITIES AND EQUITY		<u>12,934,824.19</u>

TOWN OF ELIZABETH  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

WATER SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>CHARGE FOR SERVICES / TAP FEES</u>					
52-34-4100 WATER SALES	51,781.83	105,038.84	650,000.00	544,961.16	16.2
52-34-4200 SEWER SALES	63,166.97	124,094.88	675,000.00	550,905.12	18.4
52-34-7000 RETURN CHECK CHARGES	18.00	18.00	.00	( 18.00)	.0
52-34-8100 WATER TAP FEES	.00	.00	520,000.00	520,000.00	.0
52-34-8200 SEWER TAP FEES	.00	.00	592,000.00	592,000.00	.0
TOTAL CHARGE FOR SERVICES / TAP FEES	114,966.80	229,151.72	2,437,000.00	2,207,848.28	9.4
<u>MISCELLANEOUS</u>					
52-36-1000 INVESTMENT INCOME	365.88	643.87	2,700.00	2,056.13	23.9
52-36-9000 OTHER REVENUE	1,969.86	4,077.20	91,000.00	86,922.80	4.5
TOTAL MISCELLANEOUS	2,335.74	4,721.07	93,700.00	88,978.93	5.0
TOTAL FUND REVENUE	117,302.54	233,872.79	2,530,700.00	2,296,827.21	9.2

TOWN OF ELIZABETH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

WATER SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>WATER</u>					
52-57-1100 SALARIES & WAGES- WATER	8,579.00	17,936.45	130,875.00	112,938.55	13.7
52-57-1300 OVERTIME	793.91	1,334.15	9,000.00	7,665.85	14.8
52-57-1400 WORKERS' COMPENSATION	261.68	546.96	6,295.00	5,748.04	8.7
52-57-1500 HEALTH INSURANCE	2,905.96	5,833.07	25,050.00	19,216.93	23.3
52-57-1550 RETIREMENT	229.49	474.71	3,925.00	3,450.29	12.1
52-57-1600 FICA	706.94	1,451.73	10,012.00	8,560.27	14.5
52-57-1700 COLO UNEMPLOYMENT	18.71	28.88	524.00	495.12	5.5
52-57-1825 MEMBERSHIPS - EMPLOYEE	.00	300.00	900.00	600.00	33.3
52-57-1850 TRAINING, TRAVEL AND LODGING	.00	.00	1,325.00	1,325.00	.0
52-57-1900 ALLOWANCES	146.25	317.14	1,625.00	1,307.86	19.5
52-57-3200 CONTRACTED SERVICES	47.00	127.80	140,000.00	139,872.20	.1
52-57-4800 TELEPHONE AND CELLPHONES	.00	.00	1,800.00	1,800.00	.0
52-57-4900 UTILITIES	2,302.14	3,878.16	90,000.00	86,121.84	4.3
52-57-5400 INSURANCE	( 864.29)	2,363.32	10,000.00	7,636.68	23.6
52-57-5500 LEGAL - CONTRACTED	.00	.00	8,000.00	8,000.00	.0
52-57-6000 MAINTENANCE AND REPAIRS	4,891.35	7,594.02	150,000.00	142,405.98	5.1
52-57-7500 CHEMICAL SUPPLIES	.00	.00	9,000.00	9,000.00	.0
52-57-7550 WATER SUPPLIES	1,060.18	1,060.18	14,000.00	12,939.82	7.6
52-57-9000 OTHER	.00	.00	18,000.00	18,000.00	.0
52-57-9100 RITORO WELLS	184,058.23	370,533.73	700,000.00	329,466.27	52.9
52-57-9900 WATER LINE UPGRADE	.00	.00	25,000.00	25,000.00	.0
<b>TOTAL WATER</b>	<b>205,136.55</b>	<b>413,780.30</b>	<b>1,355,331.00</b>	<b>941,550.70</b>	<b>30.5</b>
<u>SEWER</u>					
52-58-1100 -SALARIES & WAGES- SEWER	8,579.19	17,936.41	130,875.00	112,938.59	13.7
52-58-1300 OVERTIME	793.91	1,334.15	9,000.00	7,665.85	14.8
52-58-1400 WORKERS' COMPENSATION	261.69	546.77	6,295.00	5,748.23	8.7
52-58-1500 HEALTH INSURANCE	2,906.65	5,833.83	25,050.00	19,216.17	23.3
52-58-1550 RETIREMENT	229.56	474.80	3,925.00	3,450.20	12.1
52-58-1600 FICA	707.01	1,451.80	10,012.00	8,560.20	14.5
52-58-1700 COLO UNEMPLOYMENT	26.82	41.42	524.00	482.58	7.9
52-58-1825 MEMBERSHIPS - EMPLOYEE	.00	.00	900.00	900.00	.0
52-58-1850 TRAINING, TRAVEL AND LODGING	.00	.00	1,325.00	1,325.00	.0
52-58-1900 ALLOWANCES	146.25	317.14	1,625.00	1,307.86	19.5
52-58-3200 CONTRACTED SERVICES	1,966.95	5,545.01	110,000.00	104,454.99	5.0
52-58-4800 TELEPHONE AND CELLPHONES	195.08	979.04	9,000.00	8,020.96	10.9
52-58-4900 UTILITIES	6,168.29	10,270.64	70,000.00	59,729.36	14.7
52-58-5400 INSURANCE	( 614.92)	2,612.69	12,000.00	9,387.31	21.8
52-58-6000 MAINTENANCE AND REPAIRS	219.14	2,734.63	130,000.00	127,265.37	2.1
52-58-7500 SEWER SUPPLIES	.00	.00	2,500.00	2,500.00	.0
52-58-9000 OTHER	.00	.00	6,000.00	6,000.00	.0
52-58-9400 WTP UPGRADES	3,300.00	9,900.00	968,000.00	958,100.00	1.0
<b>TOTAL SEWER</b>	<b>24,885.62</b>	<b>59,978.33</b>	<b>1,497,031.00</b>	<b>1,437,052.67</b>	<b>4.0</b>

TOWN OF ELIZABETH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

WATER SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>2007 CWRPDA</u>					
52-63-6300 2007 CWRPDA PYMT- PRINCIPAL	.00	.00	57,928.00	57,928.00	.0
52-63-6400 2007 CWRPDA- INTEREST	.00	.00	16,508.00	16,508.00	.0
TOTAL 2007 CWRPDA	.00	.00	74,436.00	74,436.00	.0
 <u>DEPARTMENT 65</u>					
52-65-9900 TRANSFER TO GENERAL FUND	14,583.33	29,166.66	175,000.00	145,833.34	16.7
TOTAL DEPARTMENT 65	14,583.33	29,166.66	175,000.00	145,833.34	16.7
 TOTAL FUND EXPENDITURES	 244,605.50	 502,925.29	 3,101,798.00	 2,598,872.71	 16.2
 NET REVENUE OVER EXPENDITURES	 ( 127,302.96)	 ( 269,052.50)	 ( 571,098.00)	 ( 302,045.50)	 ( 47.1)

TOWN OF ELIZABETH  
 BALANCE SHEET  
 FEBRUARY 28, 2022

COMBINED CASH FUND

ASSETS

99-100001	CASH ALLOCATED TO OTHER FUNDS	( 17,512,917.63)	
99-100012	CASH CLEARING - COURT	( 13,124.13)	
99-104201	COLOTRUST INVESTMENT ACCOUNT	12,854,055.84	
99-104202	CORE ARPA ACCOUNT	196,875.26	
99-104203	CORE INVESTMENT ACCOUNT	4,209,183.38	
99-105200	CBOC (WATER SEWER)	266,188.12	
	TOTAL ASSETS		<u>260.84</u>

LIABILITIES AND EQUITY

LIABILITIES

99-202000	ACCOUNTS PAYABLE	260.84	
	TOTAL LIABILITIES		<u>260.84</u>
	TOTAL LIABILITIES AND EQUITY		<u>260.84</u>



**TOWN OF ELIZABETH**

**POLICE DEPARTMENT**  
MELVIN BERGHANN, CHIEF OF POLICE

**Elizabeth Police Department Activity Statistics Report**

Reporting Period:

04/03/2022 to 04/16/2022



**ELIZABETH POLICE DEPARTMENT'S MISSION STATEMENT:**

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

The following is an informational breakdown of EPD police activity from **04/03/2022 at 12:01 a.m. to 04/16/2022 at 11:59 p.m.** This information is compiled from our Records Management System (RMS), identified as New World (NW), as well as Douglas County Regional Dispatch (DRDC) records.

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

▪ PO Box 1527, 425 S Main Street ▪ Elizabeth, Colorado 80107 ▪ (303) 646-4664 ▪ Fax: (303) 646-0676 ▪  
[www.townofelizabeth.org](http://www.townofelizabeth.org)



**TOWN OF ELIZABETH**

**POLICE DEPARTMENT**  
 MELVIN BERGHANN, CHIEF OF POLICE

**Elizabeth Police Department Activity Statistics Report**

Reporting Period:

04/03/2022 to 04/16/2022

**Total Calls for Service:**

411
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**Traffic Stops:**

<b>Total Stops:</b>	<b>Penalty Assessments:</b>	<b>Written Warnings:</b>	<b>Verbal Warnings:</b>	<b>Assisting Other Agencies</b>
48	20	16	11	1

**Parking Violations:**

<b>Total Parking Violations:</b>	<b>Parking Citations:</b>	<b>Parking Written Warnings:</b>	<b>Parking Verbal Warnings:</b>
15	0	14	1

**Other Calls for Service:**

<b>Call Type:</b>	<b>Number of Calls:</b>
Alarm-Business Burglary	4
Animal-Barking	1
Animal-Dangerous	1
Assist Fire Department	2
Assist to Other Agency	2
Bar Check	3
Business Check	25
Child Custody	1
Citizen Assist	1
Civil Assist	3
Criminal Mischief	1
Domestic Violence	1



## TOWN OF ELIZABETH

POLICE DEPARTMENT  
MELVIN BERGHANN, CHIEF OF POLICE

### Elizabeth Police Department Activity Statistics Report

Reporting Period:

04/03/2022 to 04/16/2022

Fight	1
Follow Up	11
Fraud	1
House Watch	1
Increased Patrol	215
Juvenile Complaint	1
Livestock Complaint	1
Medical Assist	6
Menacing	1
Motorcycle Complaint	1
Motorist Assist	3
Municipal Ordinance Violation	13
Park Check	2
Parking Complaint	15
Report Every Drunk Driver Immediately	2
Repossession	1
Restraining Order Violation	2
School Education	10
Sex Offense	1
Special Assignment	1
Suicidal Subject	1
Suspicious Circumstance	4
Suspicious Vehicle	8
Traffic Complaint	2
Traffic Hazard	5
Traffic Stop	48
VIN Verify	6
Welfare Check	1
Training Call	2



## TOWN OF ELIZABETH

POLICE DEPARTMENT  
MELVIN BERGHANN, CHIEF OF POLICE

### Elizabeth Police Department Activity Statistics Report

Reporting Period:

04/03/2022 to 04/16/2022

#### Open and Active Investigations:

Case/Incident Number:	Call Type:	Details:
22-1690	Sex Offenses	EPD is conducting an investigation into possible sex offenses.
22-1862	Harassment	A threat was received from a family member.
22-1929	Child Abuse	A child abuse was reported.
22-2275	Trespass	Several juveniles trespassed at a local school.
22-2267	Domestic/Restraining Order Violation	A Domestic Violence and Restraining Order Violation.
22-2192	Theft	A local business had items stolen.
22-2196	Domestic/Restraining Order Violation	A Domestic Violence and Restraining Order Violation.

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



**TOWN OF ELIZABETH**

**POLICE DEPARTMENT**  
 MELVIN BERGHANN, CHIEF OF POLICE

**Elizabeth Police Department Activity Statistics Report**

Reporting Period:

04/03/2022 to 04/16/2022

**Closed Case/Incident Reports:**

<b>Case/Incident Number:</b>	<b>Call Type:</b>	<b>Details:</b>
22-1806	Runaway	A juvenile was reported as a runaway. The juvenile was later located by EPD and returned to their guardian.
22-1870	Disturbance	A tenant residing in Town had a dispute with their property owner. Upon investigation, it was determined the matter was civil in nature.
22-1049	Municipal Ordinance Violation-Buildings	Several windows were located to be broken. EPD Community Services worked with owners to come into compliance.
22-1791	Reckless Driving Reckless Endangerment	A child exchanged occurred at EPD. During the exchange, a subject involved drove recklessly with nearby pedestrians. No injuries occurred. The driver was issued a municipal summons for several violations.
22-2067	Suspicious Circumstance	A construction trailer was found to be open. EPD contacted the owner, who reported nothing was missing.
22-2108	Suspicious Vehicle	A suspicious vehicle was reported. Upon investigation, it was determined no crime had occurred.
22-1948	Municipal Ordinance Violation-Vape	A juvenile at a local school was found in possession of a vape pen. As it was the students first offense, they were referred to the second chance program, and turned over to the school for discipline.
22-1926	Welfare Check	An anonymous tip was received regarding a juvenile's welfare. After investigation, there was insufficient information to proceed.



**TOWN OF ELIZABETH**

**POLICE DEPARTMENT**  
 MELVIN BERGHANN, CHIEF OF POLICE

**Elizabeth Police Department Activity Statistics Report**

Reporting Period:

04/03/2022 to 04/16/2022

22-2139	Municipal Ordinance Violation-Vape	A juvenile at a local school was found in possession of a vape pen. As it was the students first offense, they were referred to the second chance program, and turned over to the school for discipline.
22-1796	Theft	A former employee at a business quit and declined to return their key to the store. The former employee later did, and no further assistance was requested of EPD.
22-1350	Theft	Several juveniles stole alcohol from a local business. After investigation, the juveniles were unable to be identified.
22-2147	Sex Offense	A sex offense was reported. The reporting party gave insufficient information for the case to be investigated.
22-1761	False Reporting	A local juveniles reported being sexually assaulted. After investigation, it was determined these allegations were false. The juvenile was not charged.
22-2000	Disturbance	EPD responded to a residence in Town on a report of a disturbance. After investigation, it was determined the subject was experiencing a mental health crisis. The subject was evaluated by Centennial Mental Health and released.
22-1968	Municipal Ordinance Violation-Sign	A sign was located in the Town's right of way. The owner of the sign came and retrieved it.
22-2321	Municipal Ordinance Violation-Camping	EPD received a report of a subject living in a camper. Upon investigation, no crime was identified.
22-1640	Curfew	A local juvenile was located after curfew. The juvenile was issued a municipal summons.



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22-2168	Fraud	A fraud was reported. Upon investigation, EPD was unable to locate or ID a suspect. The victim was able to recover their money through their bank.
22-2268	Mental Health Hold	A student from a local school was taken to a local hospital on a mental health hold.
22-1832	Theft	A theft of a vehicle part was reported. Upon investigation, no suspect was identified.
22-2319	Menacing	A student at a local school was taken to the Foote Center after producing a knife on several students.
22-1329	Welfare Check	EPD conducted a welfare check on a local juvenile who was reported to be suicidal. Upon contact, EPD determined the juveniles was not a danger to their self.
21-5462	Suspicious Circumstance	A male called a local school to attempt to pick up a student. Upon investigation, it was determined the male contacted the wrong school.
22-2197	Warrant Arrest	EPD contacted a motorist for a traffic violation. Upon investigation, it was determined the motorist had an active warrant for their arrest. The motorist was subsequently arrested and booked into the Elbert County Jail.
22-2194	Traffic Stop	A motorist was contacted for several traffic violations. The motorist was issued a state summons for the violations.
22-2188	Assault	A student at a local school was issued a municipal summons after a fight occurred.
22-1812	Harassment Domestic Violence	EPD responded to a possible domestic violence. Upon investigation, there was insufficient evidence to pursue charges.
22-2384	Traffic Stop	EPD contacted a motorist for a traffic offense. Upon investigation, it was discovered the driver



## TOWN OF ELIZABETH

POLICE DEPARTMENT  
MELVIN BERGHANN, CHIEF OF POLICE

### Elizabeth Police Department Activity Statistics Report

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		had a cancelled and denied license. The driver's license was seized.
22-1972	Municipal Ordinance Violation-Litter	A citizen was reported to be hitting golf balls into a town park.
22-2232	Domestic Violence	EPD responded to a physical domestic violence call. EPD arrived on scene quickly, however, were unable to locate the suspect, victim, or reporting party. Dispatch and EPD were unable to find any additional information.
22-2169	Criminal Mischief Attempted Burglary	A local business had an air compressor machine broken. No suspects were identified.
22-0876	Traffic Complaint	A vehicle almost hit Town vehicles. EPD contacted the registered owner of the vehicle, however there was insufficient evidence to charge.
22-1811	Municipal Ordinance Violation-Animal Control	Three dogs were found at large and returned to owners.



# TOWN OF ELIZABETH

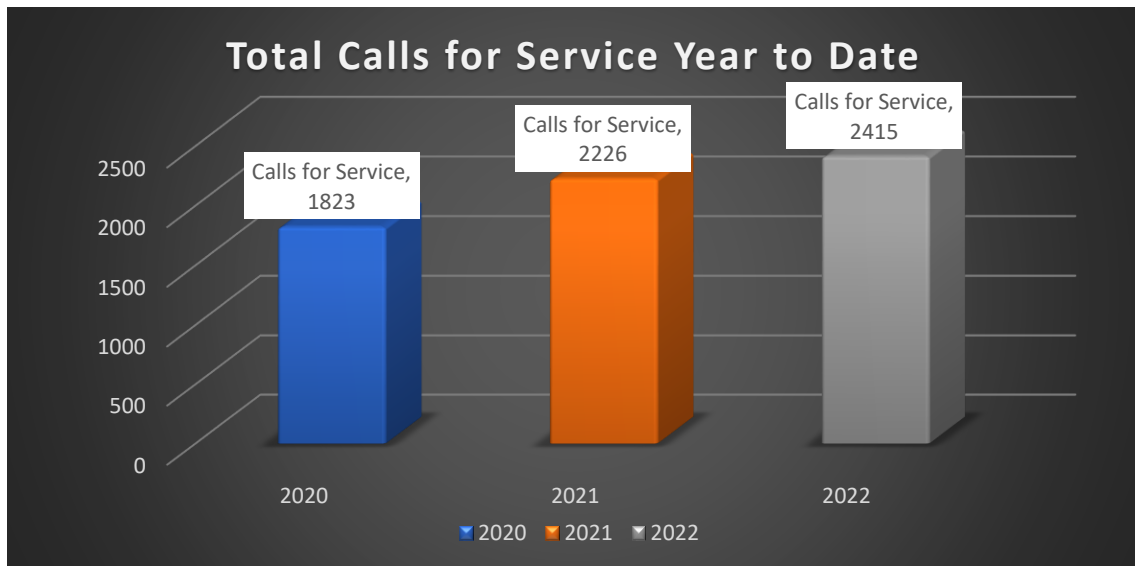
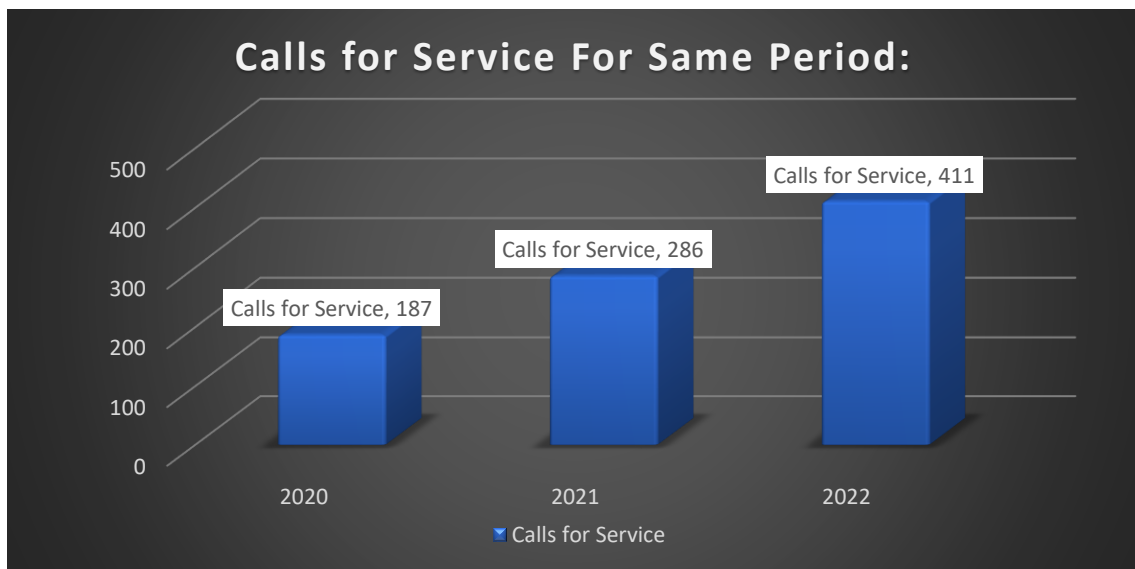
POLICE DEPARTMENT  
MELVIN BERGHANN, CHIEF OF POLICE

## Elizabeth Police Department Activity Statistics Report

Reporting Period:

04/03/2022 to 04/16/2022

### Historical Data:





**TOWN OF ELIZABETH**

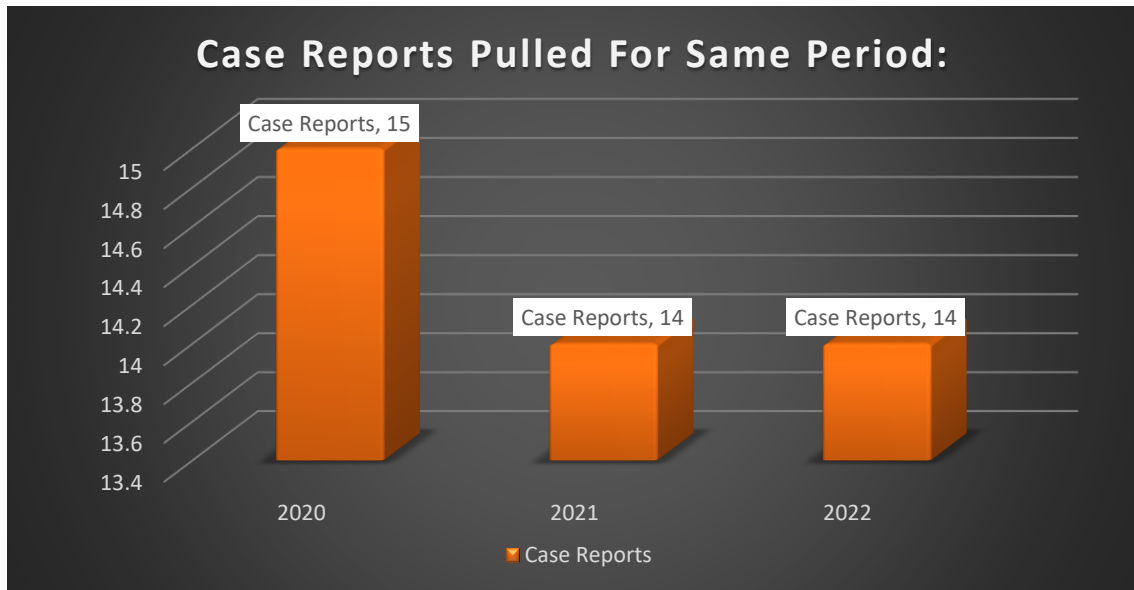
**POLICE DEPARTMENT**

MELVIN BERGHANN, CHIEF OF POLICE

**Elizabeth Police Department Activity Statistics Report**

Reporting Period:

04/03/2022 to 04/16/2022





**TOWN OF ELIZABETH**

**POLICE DEPARTMENT**  
MELVIN BERGHAWN, CHIEF OF POLICE

**Elizabeth Police Department Activity Statistics Report**

Reporting Period:

04/03/2022 to 04/16/2022

**Chief of Police's Advisements:**

Regarding the grey farmhouses on Highway #86, EPD has had contact with a responsible party, efforts to get the property into compliance are being made. The responsible party is currently out of the area until 04/26/2022 and asked for 2-3 weeks to board up the broken windows and contract the work needed to gain compliance. EPD will be checking on the property on 05/02/2022 to ensure things are on track or to address and document any delays as we continue to work to gain compliance for the property as we move forward.

If you have any questions, please let me know!

Respectfully,

Chief Melvin Berghahn

Chief of Police

**TO:** Honorable Mayor and Board of Trustees  
**FROM:** Bella Valentine Student Liaison  
**DATE:** April 26, 2022  
**SUBJECT:** Student Liaison Report

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## **SUMMARY**

**The last few weeks at Elizabeth High School have been full of new and exciting events!**

Senior Ditch Day took place on April 26, 2022 at Top Golf.

Big Help Day will take place on April 27th. This day is dedicated to participating in community service projects all over town.

The EHS Student Council decided to start up "Senior Assassin." This will be an event that takes place over the span of weeks. The object of the game is to eliminate all of the teams with your partner by spraying them with a water gun. There are specific rules to avoid interference with school and work. The team that is the last one standing wins the pool.

EHS Student Council is also planning a "Senior Sunset" event during the last week of school.

April 29th is the scheduled date for the 7th annual EZTV Film Festival. This event features student films, created in their audio and visual production classes throughout the year. Students are nominated for the festival by their teacher and peers. This is the first year that the event will be able to happen without COVID protocols.

The Air Academy Art Show was virtual this year, featuring students of all ages in the district.



**HISTORIC ADVISORY BOARD – RECORD OF PROCEEDINGS  
MARCH 7, 2022**

**CALL TO ORDER**

The Regular Meeting of the Historic Advisory Board was called to order on Monday, March 7, 2022, at 4:30 PM by Acting Chair Jerry Garland.

**ROLL CALL**

Present were Acting Chair Jerry Garland, and Board Members Brandi Wilson and Aimee Woodall. Chair John Quest and Vice Chair Cecilia Farin were not present. There was a quorum to conduct business.

Also present were Planner/Project Manager Zach Higgins, Deputy Town Clerk Harmony Malakowski, and Community Development Administrative Assistant Pat Gonzales.

**AGENDA CHANGES**

There were no changes to the agenda as presented.

**MINUTES**

Regular Minutes of February 11, 2022

Motion by Ms. Woodall, seconded by Ms. Wilson, to approve the minutes from February 11, 2022.

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

**NEW BUSINESS**

Discussion regarding outcomes and lessons learned from Public Kickoff Meeting

Board Members discussed the meeting and suggested changes and updates for the next public meeting.

Discussion regarding upcoming Historic Preservation Survey

Mr. Higgins asked for more questions from the Board to add to the survey.



## TOWN OF ELIZABETH

### Discussion regarding History Colorado Basic Model CLG Preservation Ordinance

Board members went through the code and suggested changes.

### Discussion National/State Historic registration for the Historic Bank Building at 188 South Main Street

The Board would like to move forward with helping the owners apply for National and/or State Historic registration.

### STAFF REPORTS

There were no further reports from staff.

### BOARD REPORTS

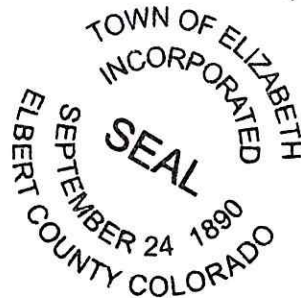
- Discussion regarding quarterly report to the Board of Trustees.
- Clarification regarding survey questions.

### ADJOURNMENT

Motion by Ms. Wilson, seconded by Ms. Woodall, to adjourn meeting at 5:53 PM. The vote of those Board Members present was unanimously in favor. Motion carried.

  
\_\_\_\_\_  
Chair John Quest

  
Deputy Town Clerk Harmony Malakowski





**MAIN STREET BOARD OF DIRECTORS – RECORD OF PROCEEDINGS  
MARCH 10, 2022**

**CALL TO ORDER**

The Regular Meeting of the Main Street Board of Directors was called to order on Thursday, March 10, 2022, at 8:29 AM by President Tedd Lipka.

**ROLL CALL**

Present were President Tedd Lipka, Vice President Linda Bulmer, and Board Member Jeff Struthers by phone. Michael Hussey was not present. There was a quorum to conduct business.

Also present were Planner/Project Manager Zach Higgins and Deputy Town Clerk Harmony Malakowski.

**AGENDA CHANGES**

No changes to the agenda as presented.

**MINUTES**

Regular Minutes of February 10, 2022

Motion by Vice President Bulmer, seconded by Mr. Struthers, to approve the minutes from February 10, 2022.

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

**NEW BUSINESS**

Discussion and possible action on recommendation of Main Street Board of Directors Candidates to the Board of Trustees

Motion by Vice President Bulmer, seconded by Mr. Struthers, to recommend to the Board of Trustees appointing Kurt Prinslow or Brandon Jeffress and to reappoint Michael Hussey to the Main Street Board of Directors.

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

Discussion and possible action on 2022 Elizabeth Farmers' Market Agreement



## TOWN OF ELIZABETH

Motion by Vice President Bulmer, seconded by Mr. Struthers, to recommend to the Board of Trustees the 2022 Elizabeth Farmers' Market Agreement.

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

### Discussion regarding Main Street Street-Furniture

Staff provided the Board with different types of benches to discuss. More information will be forthcoming at the next meeting.

### Discussion regarding 2023 Ornament Design

Item tabled until the next meeting.

### Discussion regarding the Main Street Streetscape Design Public Meeting

Mr. Higgins provided an outline of the Kickoff Meeting for the Streetscape Design scheduled for March 10, 2022, at 6:00 PM.

### STAFF REPORTS

- Discussion regarding Board vacancies.
- Mr. Higgins confirmed everyone had their upcoming training information.
- Mr. Higgins provided an update regarding the Main Street Directional sign.
- Mr. Higgins provided an update regarding the Gesin lot centerline.


### BOARD REPORTS

- Vice President Bulmer provided an update that the Running Creek Shops had been sold.
- Discussion regarding Frontier High School.

### ADJOURNMENT

Motion by President Lipka, seconded by Vice President Bulmer, to adjourn meeting at 9:58 AM.

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

  
Vice President Linda Bulmer

  
Deputy Town Clerk Harmony Malakowski

