



TOWN OF ELIZABETH

TOWN OF ELIZABETH

WORKSHOP – Main Street Streetscape
Tuesday, September 13, 2022, at 6:00 pm
Town Hall, 151 S. Banner Street

BOARD OF TRUSTEES REGULAR MEETING
Tuesday, September 13, 2022, at 7:00 PM
Town Hall, 151 S. Banner Street

ROLL CALL

PLEDGE OF ALLEGIANCE

UNSCHEDULED PUBLIC COMMENT

AGENDA CHANGES

CONSENT AGENDA

- [1.](#) Minutes of the Regular Meeting of August 23, 2022

PUBLIC HEARING

- [2.](#) Catrina’s Mexican Grill Burrito Liquor License Application – Michelle Oeser

NEW BUSINESS

- [3.](#) Discussion and possible action on approval of a new Liquor License for Catrina’s Mexican Grill Burrito – Michelle Oeser
- [4.](#) Discussion and possible action on Resolution 22R41, a Resolution approving the agreement for professional services between the Town and Stolfus and Associates for the providing of traffic study services - Pam Cherry
- [5.](#) Discussion and possible action on Resolution 22R42, a Resolution declaring candidates elected and ratifying notice given to Elbert County cancelling the November 8, 2022, regular Town Election – Michelle Oeser
- [6.](#) Discussion and possible action on approval of Resolution 22R43, a Resolution authorizing the Town Administrator to approve license agreements for the use of Town property not to exceed two days for special events pursuant to Article IV or Chapter 11 of the Town of Elizabeth Municipal Code - Michelle Oeser

- [7.](#) Discussion and possible action on approval of Resolution 22R44, a Resolution approving the Enterprise Fund Capital Reserve Policies for the Town of Elizabeth, Colorado – Patrick Davidson
- [8.](#) Discussion and possible action on Resolution 22R45, a Resolution approving a letter agreement between the Town of Elizabeth, E-86 Metropolitan District, and Lennar Construction, LLC regarding the maintenance and upkeep of a guardrail at Legacy Loop – Patrick Davidson

MANAGEMENT MONITORING REPORTS

- [9.](#) Management Monitoring Reports

BOARD OF TRUSTEES REPORTS

10. Board Reports

STUDENT LIAISON REPORT

- [11.](#) Student Liaison Report

MINUTES

- [12.](#) Minutes of the Main Street Board of Directors Meeting of August 11, 2022

EXECUTIVE SESSION

13. “To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402 (4)(e).” – Gesin Lot

ADJOURNMENT

MEETING PROTOCOL AND STANDARDS OF CONDUCT

Public Participation

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

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

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

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

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

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

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

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

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



Board of Trustees – Record of Proceedings
August 23, 2022

CALL TO ORDER

The Regular Meeting of the Board of Trustees of the Town of Elizabeth was called to order on Tuesday, August 23, 2022, at 7:17 pm by Mayor Megan Vasquez.

ROLL CALL

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

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

PLEDGE OF ALLEGIANCE

Mayor Vasquez led the Board in the Pledge of Allegiance.

UNSCHEDULED PUBLIC COMMENT

Aimee Owens- Town resident.

AGENDA CHANGES

No agenda changes from the Administration or the Board.

Agenda set.

CONSENT AGENDA

1. Minutes of the Regular Meeting of August 9, 2022

Motion by Trustee Einspahr, seconded by Trustee Payne, to approve the Consent Agenda with additions to the minutes.

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

NEW BUSINESS

2. Discussion and possible action on Ordinance 22-07, an Ordinance approving the Town of Elizabeth Employee Handbook

Motion by Trustee Payne, seconded by Trustee Snively, to approve Ordinance 22-07, an Ordinance approving the Town of Elizabeth Employee Handbook.

The vote of those Trustees present was 5 in favor and 1 opposed. Mayor Pro Tem Ternus opposed the motion. Motion passed.

3. Discussion and possible action on Resolution 22R37, a Resolution adopting comprehensive Financial Policies

Motion by Mayor Pro Tem Ternus, seconded by Trustee Einspahr, to approve Resolution 22R37, a Resolution adopting comprehensive Financial Policies.

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

4. Discussion and possible action on a Server Upgrade for Town Hall

Motion by Trustee Payne, seconded by Trustee Einspahr, to approve purchasing a server upgrade for Town Hall from Phoenix Technology for \$10,030.00.

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

5. Discussion and possible action on Ordinance 22-08, an Ordinance amending section 13-2-160, subsection (e) of the Town of Elizabeth Municipal Code regarding the authority to impose water restrictions on behalf of the Town

Motion by Mayor Pro Tem Ternus, seconded by Trustee Snively, to approve Ordinance 22-08, an Ordinance amending section 13-2-160, subsection (e) of the Town of Elizabeth Municipal Code regarding the authority to impose water restrictions on behalf of the Town.

The vote of those Trustees present was 5 in favor and 1 opposed. Trustee Secrist opposed. Motion passed.

6. Discussion and possible action on Resolution 22R39, a Resolution implementing water restrictions pursuant to section 13-2-160(e) of the Town of Elizabeth Municipal Code

Motion by Trustee Payne, seconded by Mayor Pro Tem Ternus, to approve Resolution 22R39, a Resolution implementing water restrictions pursuant to section 13-2-160(e) of the Town of Elizabeth Municipal Code.

The vote of those Trustees present was 5 in favor and 1 opposed. Trustee Secrist opposed. Motion passed.

7. Discussion and possible action on Resolution 22R40, a Resolution approving a Trade Contractor Agreement with 101 Landscaping Elizabeth, Colorado for the installation and

completion of landscaping per drawings located at Town Hall and not to exceed seventy-nine thousand five hundred dollars (\$79,500.00)

Motion by Trustee Payne, seconded by Trustee Einspahr, to approve Resolution 22R40, a Resolution approving a Trade Contractor Agreement with 101 Landscaping Elizabeth, Colorado for the installation and completion of landscaping per drawings located at Town Hall and not to exceed seventy-nine thousand five hundred dollars (\$79,500.00).
The vote of those Trustees present was 6 in favor and 0 opposed. Motion passed unanimously.

MANAGEMENT MONITORING REPORTS

- Town Administrator Patrick Davidson discussed sending a letter of support to the Town of Kiowa regarding bridge repair.
- Mr. Davidson discussed the Town's Wine in the Pines event.
- Mr. Davidson discussed FEMA 5-year flood plan updates.
- Mr. Davidson responded to concerns and questions brought before the Board during the public comment portion of the meeting.
- Community Development Director Pam Cherry gave an update on Countryside Village revisions.
- Town Clerk Michelle Oeser discussed distributing a blood drive survey to the community.
- Ms. Oeser asked if the Board would like to have a booth at the Elizabeth Chamber of Commerce's Annual Harvest Festival.
- Ms. Oeser discussed Elbert County voting equipment testing.
- Ms. Oeser discussed employee health insurance rates and changes for 2023.
- Chief of Police Melvin Berghahn stated that the Police Department had a great time at the Protectors of Elizabeth event.
- Mayor Pro Tem Ternus asked Chief Berghahn about rock being stored on the street for days at a time.
- Chief Berghahn discussed plans for the increase in student foot traffic for the school year.
- Trustee Einspahr asked about the vacant land to the North of Greenlee's Auto.

BOARD OF TRUSTEE REPORTS

- Trustee Payne discussed requiring public comment on future land development.
- Mayor Pro Tem Ternus discussed attending the CORE Summer Gala.
- Mayor Vasquez reminded the Board of the date and time of the Police Academy kick off.
- Mayor Vasquez discussed meeting with the Elizabeth School Interim Superintendent.
- Mayor Vasquez discussed her upcoming open seat on the CML Policy Board.

- Town Attorney Corey Hoffmann discussed new legislation on liquor licensing.
- Mr. Hoffmann discussed possible changes to Special Event Park use updates.

MINUTES

14. Minutes of the Main Street Board of Directors Regular Meeting of June 9, 2022.

ADJOURNMENT

Motion by Trustee Einspahr, seconded by Trustee Secrist, to adjourn meeting at 9:40 pm. The vote of those Trustees present was unanimously in favor. Motion carried.

Town Clerk Michelle Oeser

Mayor Megan Vasquez



DATE: September 13, 2022
TO: Honorable Mayor and Board of Trustees
FROM: Michelle Oeser, Town Clerk
SUBJECT: Liquor License Application for Catarina's Mexican Grill Burrito

Summary:

Catarina's Mexican Grill Burrito is requesting to be approved for a Hotel and Restaurant Liquor License. All fees have been paid, and public hearing notice has been posted in both the newspaper and at Catarina's Mexican Grill Burrito.

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

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

Attachments:

Application

JUL 27 2022

DR 8404 (1/29/21)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
303-239-2300

Colorado Liquor Retail License Application

Town of Elizabeth

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

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

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

2. Applicant If an LLC, name of LLC, if partnership, at least 2 partner's names, if corporation, name of corporation: **Xochitl Ramirez** FEIN Number: **[REDACTED]**

2a. Trade Name of Establishment (DBA): **Catrina Mexican Grill Burrito** State Sales Tax Number: **[REDACTED]** Business Telephone: **(303) 646-0279**

3. Address of Premises (specify exact location of premises, include suite/unit numbers): **210 Elizabeth Street**

City: **Elizabeth Colorado** County: **Elbert** State: **Co** ZIP Code: **80107**

4. Mailing Address (Number and Street): **210 Elizabeth Street Street, Unit A** City or Town: **Elizabeth** State: **Co** ZIP Code: **80107**

5. Email Address: **[REDACTED]**

6. If the premises currently has a liquor or beer license, you must answer the following questions

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date
N/A			

Section A	Nonrefundable Application Fees*	Section B (Cont.)	Liquor License Fees*
<input type="checkbox"/>	Application Fee for New License.....\$1,100.00	<input type="checkbox"/>	Liquor-Licensed Drugstore (County).....\$312.50
<input checked="" type="checkbox"/>	Application Fee for New License w/Concurrent Review.....\$1,200.00	<input type="checkbox"/>	Lodging & Entertainment - L&E (City).....\$500.00
<input type="checkbox"/>	Application Fee for Transfer.....\$1,100.00	<input type="checkbox"/>	Lodging & Entertainment - L&E (County).....\$500.00
Section B Liquor License Fees*		<input type="checkbox"/>	Manager Registration - H & R.....\$75.00
<input type="checkbox"/>	Add Optional Premises to H & R.....\$100.00 X Total _____	<input type="checkbox"/>	Manager Registration - Tavern.....\$75.00
<input type="checkbox"/>	Add Related Facility to Resort Complex \$75.00 X Total _____	<input type="checkbox"/>	Manager Registration - Lodging & Entertainment.....\$75.00
<input type="checkbox"/>	Art Sidewalk Service Area.....\$75.00	<input type="checkbox"/>	Manager Registration - Campus Liquor Complex.....\$75.00
<input type="checkbox"/>	Arts License (City).....\$308.75	<input type="checkbox"/>	Optional Premises License (City).....\$500.00
<input type="checkbox"/>	Arts License (County).....\$308.75	<input type="checkbox"/>	Optional Premises License (County).....\$500.00
<input type="checkbox"/>	Beer and Wine License (City).....\$351.25	<input type="checkbox"/>	Racetrack License (City).....\$500.00
<input type="checkbox"/>	Beer and Wine License (County).....\$436.25	<input type="checkbox"/>	Racetrack License (County).....\$500.00
<input type="checkbox"/>	Brew Pub License (City).....\$750.00	<input type="checkbox"/>	Resort Complex License (City).....\$500.00
<input type="checkbox"/>	Brew Pub License (County).....\$750.00	<input type="checkbox"/>	Resort Complex License (County).....\$500.00
<input type="checkbox"/>	Campus Liquor Complex (City).....\$500.00	<input type="checkbox"/>	Related Facility - Campus Liquor Complex (City).....\$160.00
<input type="checkbox"/>	Campus Liquor Complex (County).....\$500.00	<input type="checkbox"/>	Related Facility - Campus Liquor Complex (County).....\$160.00
<input type="checkbox"/>	Campus Liquor Complex (State).....\$500.00	<input type="checkbox"/>	Related Facility - Campus Liquor Complex (State).....\$160.00
<input type="checkbox"/>	Club License (City).....\$308.75	<input type="checkbox"/>	Retail Gaming Tavern License (City).....\$500.00
<input type="checkbox"/>	Club License (County).....\$308.75	<input type="checkbox"/>	Retail Gaming Tavern License (County).....\$500.00
<input type="checkbox"/>	Distillery Pub License (City).....\$750.00	<input type="checkbox"/>	Retail Liquor Store License-Additional (City).....\$227.50
<input type="checkbox"/>	Distillery Pub License (County).....\$750.00	<input type="checkbox"/>	Retail Liquor Store License-Additional (County).....\$312.50
<input checked="" type="checkbox"/>	Hotel and Restaurant License (City).....\$500.00	<input type="checkbox"/>	Retail Liquor Store (City).....\$227.50
<input type="checkbox"/>	Hotel and Restaurant License (County).....\$500.00	<input type="checkbox"/>	Retail Liquor Store (County).....\$312.50
<input type="checkbox"/>	Hotel and Restaurant License w/one opt premises (City).....\$600.00	<input type="checkbox"/>	Tavern License (City).....\$500.00
<input type="checkbox"/>	Hotel and Restaurant License w/one opt premises (County).....\$600.00	<input type="checkbox"/>	Tavern License (County).....\$500.00
<input type="checkbox"/>	Liquor-Licensed Drugstore (City).....\$227.50	<input type="checkbox"/>	Vintners Restaurant License (City).....\$750.00
		<input type="checkbox"/>	Vintners Restaurant License (County).....\$750.00

* Note that the Division will not accept cash

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

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

Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$


Application Documents Checklist and Worksheet

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

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

Name	Type of License	Account Number		
<p>7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>				
<p>8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):</p> <p>a. Been denied an alcohol beverage license? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>b. Had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>c. Had interest in another entity that had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>If you answered yes to 8a, b or c, explain in detail on a separate sheet.</p>				
<p>9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. <input type="checkbox"/> <input checked="" type="checkbox"/></p>				
<p>10. Are the premises to be licensed within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p style="text-align:right">or</p> <p style="text-align:right">Waiver by local ordinance? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p style="text-align:right">Other: _____</p>				
<p>11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <input type="checkbox"/> <input checked="" type="checkbox"/></p>				
<p>12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <input type="checkbox"/> <input checked="" type="checkbox"/></p>				
<p>13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? <input type="checkbox"/> <input checked="" type="checkbox"/></p>				
<p>13 b. Are you a Colorado resident? <input checked="" type="checkbox"/> <input type="checkbox"/></p>				
<p>14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee. <input type="checkbox"/> <input checked="" type="checkbox"/></p>				
<p>15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p><input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____</p> <p>a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:</p>				
Landlord	Tenant	Expires		
Gold Creek Elizabeth, LLC	Xochitt Ramirez	10/31/24		
<p>b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. <input type="checkbox"/> <input checked="" type="checkbox"/></p>				
<p>c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".</p>				
<p>16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.</p>				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
N/A				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
<p>Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.</p>				
<p>17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:</p> <p>Has a local ordinance or resolution authorizing optional premises been adopted? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p style="text-align:right">Number of additional Optional Premise areas requested. (See license fee chart) <input type="text"/></p>				
<p>18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.</p>				
<p>19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:</p> <p>a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p style="padding-left: 20px;">If "yes" a copy of license must be attached.</p>				

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

Name	Type of License	Account Number
Oath Of Applicant		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.		
Authorized Signature 	Printed Name and Title Xochitl Ramirez (Sole Proprietor)	Date 07/27/22
Report and Approval of Local Licensing Authority (City/County)		
Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)	
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:		
<input type="checkbox"/> Fingerprinted <input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants		
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license		
(Check One)		
<input type="checkbox"/> Date of inspection or anticipated date _____ <input type="checkbox"/> Will conduct inspection upon approval of state licensing authority		
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.		
Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title
Signature	Print	Title
		Date
		Date

ATTACHMENT TO COLORADO LIQUOR
RETAIL LICENSE APPLICATION

#14. I was charged with Burglary on 04/2009 given one year probation


Tax Check Authorization, Waiver, and Request to Release Information

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

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

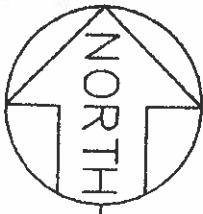
The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation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

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

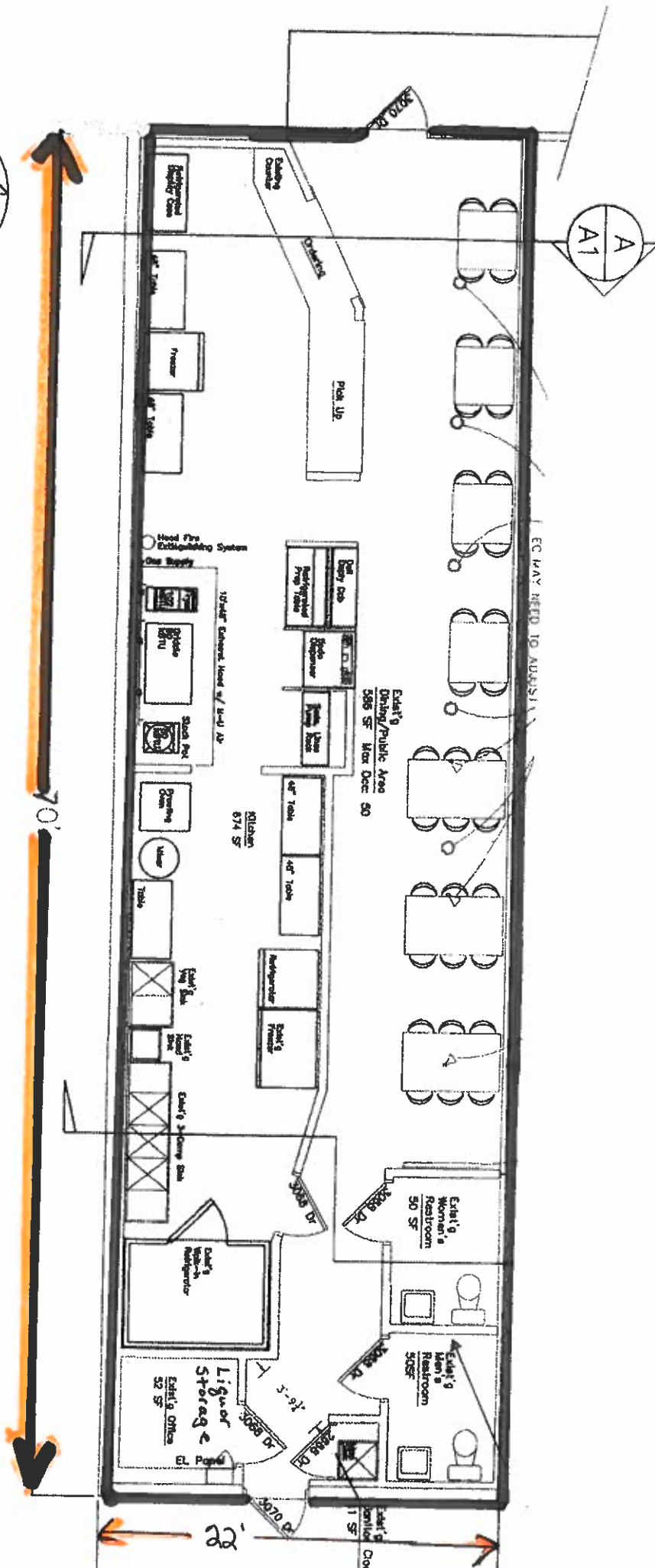
Name (Individual/Business) Catrina Mexican Grill Burrito		Social Security Number/Tax Identification Number [REDACTED]	
Address 210 Elizabeth Street, Unit A			
City Elizabeth		State CO	Zip 80107
Home Phone Number [REDACTED]		Business/Work Phone Number 303-646-0279	
Printed name of person signing on behalf of the Applicant/Licensee Xochitl Ramirez			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed 07/27/22

Privacy Act Statement

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



UNIT A FLOOR PLAN
1/4" = 1'-0"



Individual History Record

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

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

1. Name of Business Catrina Mexican Grill Burrito		Home Phone Number	Cellular [REDACTED]	
2. Your Full Name (last, first, middle) Ramirez, Xochitl		3. List any other names you have used None		
4. Mailing address (if different from residence) 210 Elizabeth St., Unit A, Elizabeth, CO 80107		Email Address [REDACTED]		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip		From To
Current [REDACTED]		Denver, CO 80216		07/12/14 Present
Previous				
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business		Address (Street, Number, City, State, Zip)		Position Held From To
Multi National Services		1425 Florence street Aurora, Colorado 80010		President 11/01/12 Present
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative		Relationship to You		Position Held Name of Licensee
None				
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Versatile Corporation (Tavern License) License Number 03-08373 Address: 6496 Highway 2, Commerce City, CO 80022				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

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

Charge was Burglary, 04/2009, Given 1 year probation

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

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

Personal and Financial Information

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

13. a. Date of Birth [Redacted] b. Social Security Number [Redacted] c. Place of Birth **Denver, Colorado** d. U.S. Citizen Yes No

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

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

l. Height **5'1"** m. Weight **180** n. Hair Color **Brn** o. Eye Color **Brn** p. Gender **F** q. Do you have a current Driver's License/ID? If so, give number and state. Yes No # [Redacted] State **CO**

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ **6,000.00**

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ **6,000.00**

* If corporate investment only please skip to and complete section (d)
 ** Section b should reflect the total of sections c and e

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

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
Cash Existing Funds	Checking	[Redacted]	\$6,000.00

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

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

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

Name of Lender	Address	Term	Security	Amount
N/A				

Oath of Applicant

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

Authorized Signature  Print Signature **Xochitl Ramirez** Title **Sole Proprietor** Date **07/1**

Affidavit - Restrictions On Public Benefits

I, Xochitlt Ramirez, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

- I am a United States citizen.
- I am not a United States citizen but I am a Permanent Resident of the United States.
- I am not a United States citizen but I am lawfully present in the United States pursuant to Federal law.
- I am a foreign national not physically present in the United States.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature



Date (MM/DD/YY)

07/27/22

FUNDAMENTAL LEASE PROVISIONS

- 1. (a) Landlord: Gold Creek Elizabeth, LLC
- (b) Address of Landlord: Gold Creek Elizabeth, LLC
c/o Basham & Associates, LLC
1499 Blake Street, Suite 1-D
Denver, Colorado 80202
- 2. (a) Tenant: Xochitl Ramirez
- (b) Address of Tenant: 210 Elizabeth Street, Unit A
Elizabeth, Colorado 80107
- (c) Taxpayer Identification No.: _____
- 3. Notice Address for Tenant
(if different from No. 2 above): _____

- 4. Premises (see Exhibit "A"): 210 Elizabeth Street, Unit A
Elizabeth, Colorado 80107
- 5. Rentable Floor Area (see Exhibit "A"): 1400 Square Feet per Building Owner
and Managers Association International
Standard Method of Floor Measurement
(BOMA Z651-1996)."
- 6. Tenant's Pro-Rata Share: 5.21%
- 7. Exclusive Use: Mexican Restaurant
- 8. Lease Commencement Date: August 1, 2020
- 9. Rent Commencement Date: November 1, 2020
- 10. Lease Term: Three (3) Years

Landlord's Initials: WTE

Tenant's Initials: XR

11. Rent Schedule:

<u>Period</u>	<u>Rate PSF</u>	<u>Per Annum</u>	<u>Monthly</u>
08/01/2020 – 10/31/2021	\$0.00	\$0.00	\$0.00
11/01/2021 – 07/31/2022	\$19.00	\$26,600	\$2216.67
08/01/2022 – 07/31/2023	\$19.50	\$27,300	\$2275.00
08/01/2023 – 10/31/2024	\$20.00	\$28,000	\$2333.34

12. Renewal Rent: Two (2), five (5) year options as follows:

<u>Year</u>	<u>Rate PSF</u>	<u>Per Annum</u>	<u>Monthly</u>
5 Years	Market rate	Market rate	Market rate
<u>Year</u>	<u>Rate PSF</u>	<u>Per Annum</u>	<u>Monthly</u>
5 Years	Market rate	Market rate	Market rate

13. Security Deposit: \$2500.

14. NNN Operating Expenses: Tenant shall pay their pro-rata share of any operating expenses, including all utilities, real estate taxes, insurance, and common area maintenance.

15. Tenant Access: Tenant shall have access to the Premises seven (7) days per week, twenty-four (24) hours per day, in conformance with Landlord's standard lease.

16. Signage: Landlord shall supply currently installed signage, "as-is, where-is". Tenant shall be allowed two signs - one sign on the North elevation and one sign on the East elevation of the Building fascia.

17. Brokerage Relationship: Basham & Associates is a Landlord Broker and shall be paid by Landlord. Tenant hereby indicates that it is not being represented by, and will not seek payment on behalf of another Real Estate Broker.

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Landlord's Initials: llk

Tenant's Initials: [Signature]

18. Landlord's Representative:

Brandon Basham
Basham & Associates
1499 Blake Street Suite 1D
Denver, CO 80202
303-615-9595
303-615-5031

19. Attachments/Exhibits:

- Exhibit A, Site Plan
- Exhibit B, Sign Criteria
- Exhibit C, Guarantee of Lease

Landlord's Initials: MB
Tenant's Initials: SB

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v

Landlord's Initials: RT

Tenant's Initials: RT

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vi

Landlord's Initials: AK
Tenant's Initials: JA

SHOPPING CENTER LEASE

THIS SHOPPING CENTER LEASE ("Lease") dated the 1st day of August, 2020, is by and between **Gold Creek Elizabeth, LLC** ("Landlord") and **Catrina's Mexican Restaurant** ("Tenant"). *Catrina Mexican grill burrito: Guarantor*

MTL
Xochitl Ramirez

1. DEFINITIONS. Unless otherwise indicated, capitalized terms used in this Lease shall have the meanings set forth below.

(a) "Additional Rent" shall mean all charges payable by Tenant under this Lease other than Minimum Rent (including but not limited to Tenant's share of CAM Costs, Taxes and Insurance Costs).

(b) "Building" shall mean the buildings located on the Property.

(c) "Common Areas" shall mean all areas of the Property and of the Shopping Center which are presently available (or made available in the future by Landlord) for the common use of Tenant and other tenants of the Property and which are not leased or held for the exclusive use of Tenant or other tenants, including but not limited to parking areas, driveways, sidewalks, loading areas, access roads, landscaping and planted areas, and signs. Tenant acknowledges and agrees from time to time the size, location, nature and use of any of the Common Areas may be changed, the Common Areas may be converted to leaseable areas, buildings maybe relocated or additional buildings maybe constructed in the Common Areas, additional parking facilities (including parking structures) may be constructed in the Common Areas, and the Common Areas land and/or facilities maybe increased, decreased or modified, so long as such activities and changes do not materially impair Tenant's use of the Premises.

(d) "CAM Costs" shall mean all direct and indirect costs incurred to insure, operate, maintain, repair and replace any and/or all elements of the Property (including but not limited to fees for supervision and administration paid to a third party, which maybe Landlord, an affiliate of Landlord, or other entity related to Landlord). CAM Costs may also include, without limitation, costs and expenses for the following: gardening and landscaping utilities, water and storm sewer charges; maintenance of signs (other than tenant signs); fire alarm monitoring service; premiums for liability, property damage, fire and other types of casualty insurance and worker's compensation insurance; all property taxes, impact fees, charges and assessments of every kind and nature levied on the Property; all personal property taxes levied on or attributable to personal property used in connection with the Common Areas; straight-line depreciation on personal property which is consumed in the operation or maintenance of the Common Areas; rental or lease payments paid for rented or leased personal property used in the operation or maintenance of the Common Areas; fees for required licenses

Landlord's Initials *MTL*

Tenant's Initials *X*

and permits; repairing resurfacing, painting, lighting, cleaning, refuse removal, security and similar items; and appropriate reserves for such items. CAM Costs shall also include any parking charges, utilities surcharges, or other costs levied, assessed or imposed on the Shopping Center by or at the direction of any governmental authority in connection with the use or occupancy of the Shopping Center or the parking facilities included in the Common Areas, or pursuant to any covenants, conditions or restrictions to which the Property is subject.

(e) "Effective Date" shall mean the date set forth in the initial paragraph of this Lease.

(f) "Hazardous Material" shall mean any hazardous, radioactive or toxic substance, material or waste, including, but not limited to, those substances, materials and wastes (whether or not mixed, commingled or otherwise combined with other substances, materials or wastes) listed in the United States Department Transportation Hazardous Material Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable local, state or federal law including but not limited to any material, waste or substance which is (i) a petroleum product, crude oil or any fraction thereof, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251, et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317), (v) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. Section 6903) or (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601, et seq. (42 U.S.C. Section 9601).

(g) "Landlord's Work" shall mean those items which are the responsibility of Landlord as set forth in Exhibit "B" attached hereto.

(h) "Lease Term" or "Term" shall mean a period of time set forth under Fundamental Lease Provisions beginning on the Rent Commencement Date, plus any extended term granted by Landlord and timely and properly elected by Tenant pursuant to subparagraph 4(b) below (if applicable).

(i) "Lease Year" shall mean a period of twelve consecutive months during the Lease Term which begins on the Rent Commencement Date or any anniversary thereof

(j) "Minimum Rent" shall mean the base rental for the Premises set forth in subparagraph 5(a) below.

Landlord's Initials: RL
Tenant's Initials: XR

(k) "Permitted Use" shall mean the use stated in the Fundamental Lease Provisions and no other.

(l) "Premises" shall mean that certain retail space described in the Fundamental Lease Provisions in the Firestone Safeway Marketplace, Firestone, Colorado. The location and dimensions of the Premises are delineated on the Site Plan (Exhibit "A").

(m) "Property" shall mean Gold Creek Shopping Center City of Elizabeth, State of Colorado, and all improvements thereon including, but not limited to, the Building.

(n) "Rent" shall mean Minimum Rent and Additional Rent.

(o) "Rent Commencement Date" shall mean ___ days after Substantial Completion or the date on which Tenant opens the Premises for business, whichever is earlier.

(p) "Rentable Area" shall be calculated by utilizing the center or middle of a subject constructed interior wall, the furthest exterior point of an outside wall and the center or middle of any total or partial glass store front, as applicable.

(q) "Shopping Center" shall mean all land, buildings, parking areas and other improvements which are integrated by geography, design and function into the retail shopping center of which the Property is a part. Notwithstanding anything to the contrary contained in this Lease or otherwise, during the Term, Tenant acknowledges and agrees Landlord may not own the entire Shopping Center, and therefore Landlord shall not be responsible or liable for any term or provision of this Lease which purports to bind or restrict any portion of the Shopping Center which it does not own. If Landlord owns the entire Shopping Center, the terms "Property" and "Shopping Center" as used herein are synonymous.

(r) "Site Plan" shall mean the site plan for the Property attached hereto as Exhibit "A." The Site Plan may also show areas of the Shopping Center which are not owned by Landlord, and Landlord disclaims any obligation, responsibility or liability with regard to the existence, construction or configuration of any improvements shown on the Site Plan that relate to any portion of the Shopping Center which Landlord does not own.

(s) "Substantial Completion" shall mean the date on which Landlord or its architect or other agent notifies Tenant in writing that the Premises are substantially complete to the extent of Landlord's Work, with the exception of any such work which Landlord cannot complete until Tenant performs necessary portions of Tenant's work.

(t) "Taxes" shall include all taxes and charges charged in connection with the Property including, but not limited to: (i) any fee, license fee, license tax, business license fee, commercial rental tax, levy, charge, assessment, penalty or tax imposed by any taxing authority against the land and buildings comprising the Property, (ii) any tax on Landlord's right to receive, or the receipt of, rent or income from the Property or against Landlord's business of leasing the Property, (iii) any tax, impact fee or charge for fire protection, streets, sidewalks, road maintenance, refuse or other services provided to the Property by any governmental agency, (iv) any tax imposed upon this transaction or based upon a reassessment of the Property due to a change of ownership, as defined by applicable law, or other transfer of all or part of Landlord's interest in the Property, (v) any charge or fee replacing any tax previously included within the definition of Taxes, (vi) interest paid on installment payments of Taxes, (vii) any retroactive charge for underestimated payments of Taxes, and (viii) charges for compliance, review or appeals of any tax charges. "taxes" shall not, however, include Landlord's federal or state income, franchise, inheritance or estate taxes.

(u) "Tenant's Pro Rata Share" shall mean that portion set forth under Fundamental Lease Provisions of CAM Costs, Taxes and other expenses as may be provided herein. Tenant's Pro Rata Share was calculated by dividing the Rentable Area of the Premises by the Rentable Area of the Building as determined by Landlord. By way of example but not limitation, if any tenant by agreement pays Taxes separately to any taxing authority, carries its own insurance or maintains its own separate property, such tenant's or owner's Rentable Area shall not be included in calculating Tenant's Pro Rata Share for that item of expense. If Landlord enters into any agreement with any owner or tenant pursuant to which such party separately pays expenses or performs services which would otherwise be allocated among Tenant and other tenants of the Property as CAM Costs, Landlord reserves the right to adjust the percentage of Tenant's contribution toward related items of expense, in common with other tenants, on some reasonable basis determined by Landlord in its sole discretion.

(v) "Tenant's Work" shall mean those items which are the responsibility of Tenant as set forth under heading lion Exhibit "B" attached hereto.

2. LEASE OF PREMISES. In consideration of the premises and the mutual covenants herein contained, Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, subject to the terms, covenants and conditions herein set forth, and Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of such terms, covenants and conditions by Tenant to be kept and performed. Notwithstanding anything to the contrary contained herein or otherwise, Tenant acknowledges that the Premises and Tenant's leasehold interest therein is subject to the easements, covenants, conditions, restrictions and other encumbrances of record and any reciprocal easement agreement or like document in existence as of the Effective Date (collectively hereafter referred to as "restrictions of record"). Tenant shall timely and completely comply with all covenants

and obligations required pursuant to the restrictions of record to the extent they have to do with the Premises or Tenant's operation therein; provided, however, that any provision of this Lease which provides for a higher or more strict standard of performance by Tenant than that which may be required in the restrictions of record shall control over the less strict provision(s) of the restrictions of record.

3. CONSTRUCTION OBLIGATIONS.

(a) Landlord agrees that it will, at its sole cost and expense, commence and pursue to completion Landlord's Work. Landlord shall in no event be liable to Tenant for any damages sustained by Tenant on account of any delay in Substantial Completion or on account of such termination of this Lease.

(b) Landlord shall provide notice of Substantial Completion to Tenant. Within ten (10) days after receiving notice of Substantial Completion, Tenant shall provide a final punchlist of any items to be completed or repaired. Subject to Landlord's review and approval of the punchlist not to be unreasonably withheld, Landlord's contractor shall complete or repair the items denoted on the punchlist within thirty (30) days of Landlord's receipt of the punchlist.

(c) Tenant shall commence Tenant's Work (if applicable) promptly after Substantial Completion, shall diligently prosecute such installation to completion, and shall open the Premises for business not later than the Rent Commencement Date.

4. LEASE TERM.

(a) The Lease Term shall begin at twelve o'clock noon on the Rent Commencement Date and shall end at twelve o'clock noon on the last day of the Lease Term. Promptly after the Rent Commencement Date, Landlord and Tenant shall execute a Certificate of Commencement setting forth the Rent Commencement Date and the expiration date of the Lease Term, substantially in the same form as Exhibit "D" attached hereto. Notwithstanding the preceding, any lack of execution of the Certificate of Commencement shall not affect the parties' rights or obligations under the Lease except for Landlord's right to claim a default on Tenant's part if Tenant refuses to sign the same. The parties hereto acknowledge that certain provisions of this Lease (including but not limited to those relating to construction, hold harmless, and liability insurance) apply prior to the Lease Term, and the parties agree to be bound by those provisions immediately upon execution of this Lease.

(b) In addition to the initial Lease Term set forth in subparagraph (a) above, if so stated in the Fundamental Lease Provisions, Landlord hereby grants to Tenant an option ("Option") to extend the Term of this Lease for additional term(s) as set forth in the Fundamental Lease Provisions (the "Option Term"). The Option shall be personal to Tenant and shall be terminated in the event of any assignment of this Lease

or sublease of the Premises or a portion thereof. The Option may only be exercised by Tenant in the event that Tenant has not been in default under any of the provisions of this Lease at any time during the initial Lease Term. In order to exercise the Option, Tenant must provide written notice of its unconditional exercise of the Option to Landlord (the "Extension Notice") at least 180 days prior to the expiration of the initial Lease Term. If Tenant so exercised the Option, all terms and conditions of this Lease shall remain in full force and effect during the Option Term except that (i) Minimum Rent during the Option Term shall be increased to the then- prevailing market rental rate for the Premises (as determined by Landlord), and (ii) after exercise of the Option Tenant shall have no further right to extend the Term of this Lease. In the event that Tenant fails to timely provide the Extension Notice, then Tenant's right to exercise the Option shall automatically terminate.

5. RENT.

(a) Tenant agrees to pay to Landlord Minimum Rent in the amounts set forth in the Fundamental Lease Provisions. Minimum Rent shall be payable in advance, on or before the first day of each and every calendar month during the Lease Term, except that Minimum Rent for the first month of the Lease Term shall be paid on the execution hereof. This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent, and not dependent. Every installment of Rent shall be payable without setoff or deduction, without notice or demand, in lawful money of the United States of America at Landlord's address or at such address or addresses as Landlord may from time to time designate in writing. Minimum Rent for any period which is less than one (1) month shall be a prorated portion of the monthly installment herein based upon the actual days in the month.

(b) Unless this Lease provides otherwise, Tenant shall pay all Additional Rent in advance concurrently with the monthly installments of Minimum Rent.

6. SECURITY DEPOSIT. Concurrently with execution of this Lease, Tenant shall deposit with Landlord the sum set forth in the Fundamental Lease Provisions, which shall be held by Landlord as security for the faithful performance by Tenant of all terms, covenants and conditions of this Lease to be kept and performed by Tenant during the Term hereof. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of Rent, Landlord may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any Rent or any other sum due, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of such deposit is so used or applied Tenant shall, within five (5) days after written demand therefore, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. The preceding is not intended to in

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Tenant's Initials: SR

any manner limit Landlord's available remedies in the event of default. Landlord shall not be required to keep this security deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee or subtenant of Tenant's interest hereunder) within three (3) months following expiration of the Lease Term. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer the security deposit to Landlord's successor in interest and Landlord will have no further liability to Tenant with respect thereto.

7. COMMON AREAS AND COSTS.

(a) Subject to the terms of this Lease, Tenant, its agents, employees, customers, licensees and subtenants shall have a non-exclusive license to reasonably use the Common Areas for the entire Lease Term for ingress or egress, automobile parking and any other purpose for which the Common Areas were designed. Tenant, in the use of the Common Areas, agrees to comply with such reasonable rules, regulations and charges for parking as Landlord may adopt from time to time for the orderly and proper operation of the Common Areas. Such rules may include but shall not be limited to the following: (i) restricting of employee parking to a limited, designated area or areas; and (ii) regulation of the removal, storage and disposal of Tenant's refuse and other rubbish at the sole cost and expense of Tenant.

(b) Tenant shall pay Tenant's Pro Rata Share of all CAM Costs during the Lease Term. On or before the Rent Commencement Date, Landlord shall submit to Tenant a statement of the anticipated monthly CAM Costs for the period between such Commencement Date and the following January, and Tenant shall pay its Pro Rata Share of these CAM Costs on a monthly basis concurrently with the payment of Minimum Rent. Tenant shall continue to make such monthly payments until notified by Landlord of a change thereof. Landlord shall have the right to periodically review and revise the statement of anticipated monthly CAM Costs, if deemed necessary by Landlord. Upon any such revision, Landlord will submit a revised statement of the anticipated monthly CAM Costs to Tenant. Tenant agrees to pay any deficiency to date based on the revised statement with its next due payment of Minimum Rent and thereafter pay the revised anticipated monthly CAM Costs until further notified by Landlord. By March 31st of each year Landlord shall endeavor to give Tenant a statement showing the total actual CAM Costs for the prior calendar year and Tenant's allocable share thereof, prorated from the Rent Commencement Date. However, any failure by Landlord to provide such CAM Cost statement by the date provided above shall in no way excuse Tenant from its obligation to pay its pro rata share of CAM Costs or constitute a waiver of Landlord's right to bill and collect such pro rata share of CAM Costs from Tenant in accordance herewith. In the event the total of the monthly payments which Tenant has made for the prior calendar year is less than Tenant's Pro Rata Share of such actual CAM Costs, then Tenant shall pay the difference in a lump

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Tenant's Initials: VR

sum within thirty (30) days after receipt of such statement from Landlord. In addition, until Tenant receives a statement indicating otherwise, Tenant's monthly reimbursement of CAM Costs for the current calendar year shall thereafter be revised based on the new statement beginning on the first day of the month following the month in which Tenant receives such statement. If the statement reflects a change in the monthly reimbursement amount such difference shall be adjusted by increasing or decreasing the first monthly reimbursement payment after the statement is given in order to bring the reimbursement amount for the existing year current as of such date. To the extent that the actual Tenant's Pro Rata Share of such CAM Costs is less than the estimated amount which Tenant previously paid, Landlord shall credit the excess against any sums then owing or next coming due from Tenant to Landlord. The actual CAM Costs for the prior year shall be used as the basis for calculating the current year's budget, from which the monthly CAM Costs for the then current year are derived. Actual determination of such CAM Costs shall be made after each calendar year as above provided; excepting that in any year in which resurfacing is contemplated Landlord shall be permitted to include the anticipated cost of same as part of the estimated monthly CAM Costs. Even when the Term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant's share of CAM Costs for the year in which this Lease terminates, Tenant shall immediately pay upon demand any increase due over the estimated CAM Costs previously paid and, conversely, any overpayment made shall be immediately refunded or applied to any amounts due or owing by Tenant to Landlord.

(c) Tenant or its agent shall have the right, at any time within ninety (90) days after a statement of actual CAM Costs for a particular calendar year has been rendered by Landlord as provided herein, at its sole cost and expense, to examine Landlord's books and records relating to the determination of CAM Costs; provided, however, that Tenant shall give Landlord prior written notice of its intent to exercise such right, the inspection may not take place outside normal business hours, Tenant shall not interfere with Landlord's normal business activities, and Tenant shall sign Landlord's then standard confidentiality agreement with respect to such books and records. Unless Tenant objects to the rental adjustment within said ninety (90) day period, such statement and adjustment shall be deemed conclusively binding upon Tenant. Tenant's agent, if any, shall be a person or entity which charges hourly rates for its services and does not work on a contingent fee basis.

8. TAXES.

(a) Tenant shall pay Tenant's Pro Rata Share of all Taxes on the land, buildings and other improvements constituting the Property (including any fees, taxes or assessments against, or as a result of, any tenant improvements installed in the Premises by or for the benefit of Tenant) attributable to the Lease Term. Tenant shall pay Landlord a sum equal to Landlord's estimate of one-twelfth (1/12) of the annual Taxes payable by Tenant under this Lease, together with each payment of Minimum

Landlord's Initials: M

Tenant's Initials: 12

Rent. Landlord shall have the right to periodically review and revise its estimate of anticipated Taxes, if deemed necessary by Landlord. Upon any such revision, Landlord will submit a revised statement of the anticipated Taxes to Tenant. Tenant agrees to pay any deficiency to date based on the revised statement with its next due payment of Minimum Rent and thereafter pay the revised monthly amount of anticipated Taxes until further notified by Landlord, Landlord shall not be required to keep such payments separate from its general funds. If unknown, Landlord shall reasonably estimate the amount of Taxes when installments are due. Tenant shall pay any deficiency of funds to Landlord upon written request. If Tenant defaults under this Lease, Landlord may apply any such funds to any obligation then due under this Lease. Landlord shall furnish Tenant with written evidence of annual payment of Taxes to the taxing authority promptly after receipts are available, if requested by Tenant.

(b) Tenant shall pay before delinquency all taxes charged against trade fixtures, furnishings, equipment or any other personal property belonging to Tenant which become payable during the Lease Term. In the event any or all of Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the Property, Tenant shall in addition to its other obligations set forth in this paragraph 8, pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

9. USE OF PREMISES.

(a) Tenant shall use the Premises only for the Permitted Use set forth in the Fundamental Lease Provisions, and not for any other purpose without the prior written consent of Landlord.

(b) Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the Permitted Use of the Premises or which will in any way increase the existing rate of or affect any fire or other insurance upon the Building or any of its contents, or cause a cancellation of any insurance policy covering the Building or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Shopping Center or injure or annoy them, or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit any waste or permit any nuisance upon the Premises or overload the floors thereof.

(c) Tenant shall not cause or permit any Hazardous Material (as herein after defined) to be brought upon, transported through, stored, kept, used, discharged or disposed in or about the Shopping Center by Tenant, its agents, employees or contractors. Any such Hazardous Material to be brought upon, transported, used, kept

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or stored in or about the Shopping Center which is necessary for Tenant to operate its business for the Permitted Use will be brought upon transported, used, kept and sorted only upon prior written approval of Landlord in its sole discretion and only in such quantities as are necessary for the usual and customary operation of Tenant's business and in a manner that complies with (i) all laws, rules, regulations, ordinances, codes or any other governmental restrictions or requirements of all federal, state and local government authorities having jurisdiction thereof regulating such Hazardous Material, (ii) any permits issued for any such Hazardous Material (copies of which must be delivered to Landlord before any Hazardous Material is brought on or about the Property) and (iii) all products and manufacturers' instructions and recommendations, to the extent they are stricter than laws, rules, regulations, ordinances, codes or permits. If Tenant, its agents, employees or contractors, in any way breaches the obligations stated in this paragraph, or if the presence of Hazardous Materials on the Property caused or permitted by Tenant results in release or threatened release of such Hazardous Material on, from or under the Property, or if the presence on the Property of Hazardous Materials otherwise arises out of the operation of Tenant's business, then without limitation of any other rights or remedies available to Landlord hereunder or at law or in equity, Tenant shall indemnify, defend, protect and hold harmless Landlord (and Landlord's directors, officers, members, managers, employees, partners, agents, mortgagees, successors or assigns, to Landlord's interest in the Premises) from any and all claims, sums paid in settlement of claims, judgments, damages, clean-up costs, penalties, fines, liabilities, losses or expenses (including but not limited to attorney, consultant and expert fees and any fees incurred by Landlord to enforce the Indemnity) which arise during or after the Term of this Lease as a result of Tenant's breach of such obligations or such release or such contamination of the Property including, but not limited to, diminution in value of the Shopping Center, damages for the loss of, or the restriction on the use of, rentable or usable space or any amenity of the Property or Shopping Center, damages arising from any adverse impact on the sale or lease of the Property, and damage and diminution in value to the Property or other properties, whether owned by Landlord or by third parties (collectively, herein "Indemnity"). The Indemnity of Landlord by Tenant contained in this paragraph includes, but is not limited to, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater on, under or originating from the Property or as a result of Tenant's actions or omissions elsewhere in the Shopping Center. Without limiting the foregoing, if the presence of any Hazardous Material on the Property or elsewhere in the Shopping Center caused or permitted by Tenant results in any contamination, release or threatened release of Hazardous Material on, from or under the Property or other properties, Tenant shall promptly take all actions at its sole cost and expense which are necessary to return the Property and any other affected property(s) to the condition existing prior to the introduction of such Hazardous Material; provided that Landlord's approval of such actions shall first be obtained (which approval shall not be unreasonably withheld) and so long as such actions do not have or would not potentially

Landlord's Initials: MA
Tenant's Initials: VR

have any material adverse long-term or short-term effect on Landlord, on the Property or on other property(s). The Indemnity contained in this paragraph shall survive the expiration or earlier termination of this Lease and shall survive any transfer of Landlord's interest in the Property.

10. COMPLIANCE WITH LAW. Tenant shall not use the Premises, or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant.

11. ALTERATIONS AND ADDITIONS.

(a) Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord which may be withheld in Landlord's sole discretion and any alterations, additions or improvements to or of the Premises, including, but not limited to, wall covering, paneling and built in cabinet work, but excepting movable furniture, shall without notice and upon election of Landlord become part of the Premises and belong to Landlord and shall be surrendered with the Premises.

(b) Landlord may condition its consent to any alterations, additions or improvements upon such reasonable requirements as Landlord may deem necessary in its sole discretion, including but not limited to the manner in which the work is done, the right to approve the contractor by whom the work is to be performed, and the times during which the work is to be accomplished. If Landlord authorizes persons requested by Tenant to perform any alterations, repairs, modifications or additions to the Premises, then, prior to the commencement of any such work, Tenant shall upon request deliver to Landlord such payment and performance bonds or other security as Landlord may require, and certificates issued by insurance companies qualified to do business in the State of Colorado, evidencing that Workmen's Compensation, public liability insurance and property damage insurance, all in amounts, with companies and on forms satisfactory to Landlord, are in force and effect and maintained by all contractors and subcontractors engaged by Tenant to perform such work. All such policies shall name Landlord as an additional insured. Each such certificate shall provide that the insurance policy may not be canceled or modified without thirty (30)

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Tenant's Initials: XZ

days' prior written notice to Landlord. Further, Tenant shall permit Landlord to post notices in the Premises in locations which will be visible by persons performing any work on the Premises stating that Landlord is not responsible for the payment for such work and setting forth such other information as Landlord may deem necessary. Any Tenant alterations, repair and maintenance work shall be performed in such a manner as not to interfere with, delay, or impose any additional expense upon Landlord in the maintenance or operation of the Building or upon other tenants' use of their premises.

(c) In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. Upon the expiration or sooner termination of the Term hereof, Tenant shall, upon written demand by Landlord, given at least thirty (30) days after the end of the Term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions or improvements made by Tenant which are designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises or Property caused by such removal such that by the end of the Term (or Option Term if the Option has been properly exercised by Tenant), the Premises are restored to their condition which existed on the first day that Tenant opened the Premises for business.

(d) Landlord may at any time immediately require, at Landlord's sole option, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half (1-1/2) times the estimated cost of any improvements, additions or alterations in the Premises which Tenant desires to make, to insure Landlord against any liability for mechanics and materialmen's liens and to insure completion of the work.

12. MAINTENANCE AND REPAIR.

(a) By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair (subject to completion of the punch list items referred to in subparagraph 3(b) above) and to Landlord's obligation to repair any latent defects in Landlord's Work. Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair (except as hereinafter provided with respect to Landlord's obligations) including but not limited to the maintenance, replacement and repair of any storefront, doors, window casements, glazing, plumbing, pipes, electrical wiring and conduits, and the heating and air conditioning ("HVAC") system. Within thirty (30) days of the Rent Commencement Date, Tenant shall obtain a service contract for repairs and maintenance of the HVAC system which conforms to the requirements under the warranty, if any, on such system and provide a copy of such contract to Landlord. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to Landlord in good condition, broom clean, ordinary wear and tear excepted. Any damage to adjacent premises

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Landlord's Initials: ML

Tenant's Initials: XR

caused by Tenant or Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

(b) Notwithstanding the provisions of subparagraph (a) above, Landlord shall repair and maintain the structural portions of the Building, including the exterior walls and roof, unless such maintenance and repairs are caused directly or indirectly in part or in whole by the act neglect, fault or omission of any duty by Tenant, its agents, servants, employees, invitees, or any damage caused by breaking and entering, in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as provided in paragraph 26 below, there shall be no abatement of Rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Property including the Premises or the Common Areas or in or to fixtures, appurtenances and equipment therein. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

13. LIENS.

(a) Tenant shall keep the Property free and clear of any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant.

(b) Tenant hereby agrees to indemnify Landlord for, save Landlord harmless from, and defend Landlord against all liability, loss, damage, costs or expenses, including attorneys' fees and interest incurred on account of any claims of any nature whatsoever, including lien claims of laborers, materialmen, or others for work actually or allegedly performed for, or for materials or supplies actually or allegedly furnished to Tenant or persons claiming under Tenant. Should any such liens be filed or recorded against the Property, or should any action affecting the title thereto be commenced, Tenant shall cause such liens to be removed of record within five (5) days. If Tenant desires to contest any claim of lien, Tenant may do so only if within such five (5) day period Tenant posts adequate security with a court of competent jurisdiction and obtains an order discharging the lien of record, as then provided by the Colorado mechanics' lien statute. If a final judgment is entered establishing the validity or existence of any lien for any amount which lien has not been discharged or bonded off as hereinabove required, Tenant shall pay and satisfy the same at once. If Tenant shall be in default in paying any charge for which a mechanics' lien or suit to foreclose the lien has been recorded or filed, and shall not have caused the same to be released of record, Landlord may (but without being required to do so) pay such lien or claim and any costs, and the amount so paid, together with reasonable attorney's fees incurred in

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Tenant's Initials: XR

connection therewith, shall be immediately due from Tenant to Landlord as Additional Rent.

14. ASSIGNMENT AND SUBLETTING.

(a) Tenant shall not (voluntarily, by operation of law or otherwise) assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent may be reasonably withheld. The transfer of a majority of the issued and capital stock of any corporate tenant or subtenant of this Lease or a majority of the total interest in any partnership, limited liability company or trust tenant or subtenant, however accomplished, and whether in a single transaction or in a series of related or unrelated transactions, will be deemed an assignment of this Lease or such sublease requiring the Landlord's consent in each instance. Any assignment or subletting without such consent shall be void, and shall, at the option of Landlord, constitute a default under the terms of this Lease. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Subletting or assignment by subtenants or assignees shall not be permitted without Landlord's consent which may be withheld in its sole discretion.

(b) Tenant shall provide Landlord with a copy of any proposed sublease or assignment that contains the name and address of the proposed subtenant or assignee, the anticipated effective date of the proposed sublease or assignment, the duration of the term of any proposed sublease, and the amount of space any proposed subtenant will occupy. In addition, Tenant shall provide reasonably detailed information regarding the proposed subtenant's or assignee's financial condition and credit history, relevant business history and experience, together with any other pertinent information which Landlord reasonably requires. Landlord may require an opportunity to meet and interview the proposed subtenant or assignee as well. For purposes of Landlord's consent to a proposed sublease or assignment, it shall be considered reasonable for Landlord to consider among other factors: (i) the relative financial strength, business reputation and operational/management experience of Tenant and the proposed subtenant or assignee, and (ii) whether the use of the Premises after such sublease or assignment would violate any exclusive use right granted to another tenant or adversely affect the tenant mix in the Shopping Center, create any nuisance or violate any federal, state or local laws or agreement affecting the Property or the Shopping Center or involve Hazardous Material. In no event shall Landlord be required to consent to any sublease or assignment to any current tenant of the Shopping Center or to any person or entity with whom Landlord or its agent had contacted, negotiated or given or received any written or oral proposal regarding a lease of space in the Building within the six-month period preceding Tenant's request. Tenant agrees that Landlord, as a condition

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to giving its consent to any assignment or subletting, may require that the amount of the Rent payable under this Lease be adjusted to what is then the market value for property similar to the Premises as then constituted. In any event, Tenant shall pay to Landlord all of the excess Rent or other consideration received by Tenant from the subtenant or assignee over the Rent then being charged by Landlord to Tenant.

(c) If Landlord consents to a proposed assignment or sublease, the form of such assignment or sublease shall be satisfactory to Landlord and shall (i) incorporate this Lease in its entirety and be subject to its terms, (ii) provide that Tenant shall remain liable under this Lease, (iii) provide that subtenant will comply with all terms and conditions of this Lease, (iv) provide for assumption by an assignee of all the terms, covenants and conditions which this Lease requires Tenant to perform, and (v) include a requirement that any subtenant attorn to the Landlord. Landlord's consent will not be effective unless and until Tenant delivers to Landlord an original, duly executed assignment or sublease, as the case may be, in a form satisfactory to Landlord, as set forth herein. Tenant shall pay Landlord's reasonable attorneys' and other fees incurred for review of such assignment or sublease and all other materials submitted by Tenant in connection with the request for Landlord's consent.

(d) Any transfer for which consent is required of any party having a mortgage, deed, or trust or other encumbrance or of the developer or any other party under restrictive covenants or other agreement affecting the Property shall not be effective unless and until such consent is given.

(e) Notwithstanding anything to the contrary contained in this Lease or otherwise, if a trustee in bankruptcy is entitled to assume control over Tenant's rights under this Lease, and assign such rights to any third party, the Minimum Rent to be paid hereunder by such party shall be increased to the then current Minimum Rent (if greater than then being paid for the Premises) which Landlord would charge for comparable space in the Building as of the date of such third party's occupancy of the Premises.

(f) Notwithstanding anything to the contrary contained in this Lease or otherwise, Tenant shall have no right to assign this Lease or sublet any portion of the Premises during any period that all or any portion of the Minimum Rent is abated.

15. HOLD HARMLESS.

(a) Tenant shall indemnify and hold Landlord harmless against and from any and all claims of liability for any injury (including death) or damage to any persons or property whatsoever arising from Tenant's use of the Premises or the Common Areas or from the conduct of its business or from any activity, work or other things done, permitted or suffered by Tenant in or about the Premises and/or the Shopping Center, and shall further indemnify and hold Landlord harmless against and from any and all such claims arising from any breach or default in the performance of

any obligation on Tenant's part to be performed under the terms of this Lease, or when such injury or damage is caused in whole or in part by the act, neglect, fault or omission to act on the part of Tenant, its agents, contractors, employees or invitees, and from all costs, attorneys' fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon, and in case any action or proceeding be brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Notwithstanding the preceding and without diminishing Tenant's obligations set forth above, Landlord reserves the right to select its own counsel in defending any such claim, action or proceeding, and Tenant shall immediately reimburse Landlord upon demand for all fees and expenses incurred in connection therewith. Landlord shall also not be liable to Tenant for any damage by or from any act or negligence of any third party, co-tenant or other occupant of the Building, or by any owner or occupant of adjoining or contiguous property. Tenant agrees to pay for all damage to the Premises and the Shopping Center, and to tenants or occupants thereof, caused by Tenant's misuse or neglect of the Premises and/or any portion of the Shopping Center. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Premises or the Shopping Center, or of defects therein or in the fixtures or equipment.

(b) Tenant, as a material part of the consideration to Landlord for this Lease, hereby waives and releases all claims against Landlord, its employees and agents with respect to all matters for which Landlord has disclaimed liability pursuant to the provisions of this Lease. Except as may be provided herein, Tenant covenants and agrees that Landlord and its employees will not at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, injury, death or damage to persons, property or Tenant's business occasioned by any cause, either ordinary or extraordinary. In no event will Landlord or any mortgagees be responsible for any consequential damages incurred by Tenant, including, but not limited to, lost profits or interruption of business as a result of any alleged default by Landlord.

(c) Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause whatsoever, and Tenant hereby waives all claims in respect thereof against Landlord, unless caused by or due to the gross negligence of Landlord, its agents, servants or employees and not caused in whole or in part by Tenant. Neither Landlord nor its agents shall be liable for any loss or damage to persons or property, including but not limited to resulting loss of use and additional expenses to property entrusted to Landlord, its agents or employees, or the building manager, if any, nor for the loss or damage, including resulting loss of use and additional expenses, to any property by theft or otherwise, by any means whatsoever, nor for any injury (including death) or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause

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Tenant's Initials: AR

whatsoever Landlord or its agents shall not be liable for interference with the light, air, or for any latent defect in the Premises. Neither Landlord nor its agents shall be liable for any loss, cost, damage, bodily injury (including death) or personal injury arising or resulting from the criminal activities of third persons. Tenant agrees that Landlord is not responsible for the safety or security of Tenant, its agents including employees or invitees, and Tenant hereby assumes all responsibility for the safety and security of such parties.

16. WAIVER OF SUBROGATION. Tenant hereby waives any and all rights of recovery against Landlord (and against the tenants of other space in the buildings located on the Property), or against the officers, directors, managers, members, partners, employees, agents or representatives of Landlord or such other tenants, for loss of or damage to property, if such loss or damage is covered by any insurance policy in force (whether or not described in this Lease) at the time of such loss or damage or was required to be covered pursuant to the terms of this Lease. Landlord hereby waives any and all rights of recovery against Tenant, or against the officers, employees, agents or representatives of Tenant, for loss of or damage to property, if such loss or damage is covered by any insurance policy in force (whether or not described in this Lease) at the time of such loss or damage or was required to be covered pursuant to the terms of this Lease. Landlord and Tenant shall give notice to their respective insurance carriers of this mutual waiver of subrogation.

17. INSURANCE.

(a) Landlord shall carry and maintain the following insurance ("Landlord's Insurance"): such property, liability and other coverages as Landlord reasonably determines is appropriate or that Landlord's mortgagee requires to be kept in force.

(b) Tenant shall, from and after Substantial Completion or at such earlier date that Tenant takes possession of the Premises and at all times during the Lease Term, at its sole cost and expense, carry and maintain the following insurance ("Tenant's Insurance") with respect to the Premises: (a) fire and extended coverage insurance insuring all additions, alterations and improvements made by the Tenant to the Premises and all of its fixtures, inventory, furniture and equipment for the full replacement value thereof with the broadest possible coverage ("all risk" form) on a minimum of 80% co-insurance form insuring against all risks of direct physical loss and excluding only such unusual perils as nuclear attack, earth movement, flood, and war; (b) public liability, bodily injury and damage comprehensive insurance coverage insuring against claims of any and all personal injury, death or damage occurring in or about the Premises or the sidewalks adjacent thereto, with a combined single limit coverage of not less than \$1,000,000 (subject only to a commercially reasonable deductible), on an "occurrence" form and including contractual liability coverage for the performance by Tenant of the indemnity agreements set forth in paragraph 15 above; (c) workmen's

Landlord's Initials: 

Tenant's Initials: 

compensation insurance insuring against and satisfying the workmen's compensation laws of the State of Colorado; (d) plate glass insurance sufficient to discharge Tenant's obligations as provided above; and (e) in the event liquor, beer, or wine is sold on the Premises in any form, liquor liability insurance. Landlord or Landlord's mortgagee may reasonably require increases in the above-described coverage from time to time, in which Tenant shall obtain the same and pay the costs thereof. Tenant's Insurance shall be issued by an insurance company of recognized standing, authorized to do business in the State of Colorado and having a Best's Insurance Guide rating of at least A:XV and satisfactory to Landlord. Tenant's Insurance (other than any policy of workmen's compensation insurance) will name Landlord and such other persons or firms as Landlord specifies from time to time as additional insureds. Original or copies of original policies (together with copies of the endorsements naming Landlord, and any others specified by Landlord as additional insureds) and evidence of the payment of all premiums of such policies will be delivered to Landlord prior to the Rent Commencement Date, on each anniversary thereof, and at least thirty (30) days prior to any date a prior policy expires. All public liability and property and damage liabilities maintained by Tenant will contain a provision that Landlord and any other additional insured will be entitled to recover under such policies for any loss sustained by them, their agents and employees as a result of the acts or omissions of the Tenant. Tenant's Insurance will provide that it may not be terminated or amended except after thirty (30) days prior written notice to Landlord. All public liability property damage, liability and casualty policies maintained by Tenant shall be written as primary policies, not contributing with and not supplemental to coverage that Landlord may carry.

(c) Tenant shall pay Tenant's Pro Rata Share of the premiums for Landlord's Insurance ("Insurance Costs") which are attributable to the Lease Term. Tenant shall pay Landlord a sum equal to Landlord's estimate of one-twelfth (1/12) of the annual Insurance Costs payable by Tenant under this Lease, together with each payment of Minimum Rent Landlord shall have the right to periodically review and revise its estimate of anticipated Insurance Costs, if deemed necessary by Landlord. Upon any such revision, Landlord will submit a revised statement of the anticipated Insurance Costs to Tenant. Tenant agrees to pay any deficiency to date based on the revised statement with its next due payment of Minimum Rent and thereafter pay the revised monthly amount of anticipated Insurance Costs until further notified by Landlord. Landlord shall not be required to keep such payments separate from its general funds. If unknown, Landlord shall reasonably estimate the amount of Insurance Costs when installments are due. Tenant shall pay any deficiency of funds to Landlord upon written request. If Tenant defaults under this Lease, Landlord may apply any such funds to any obligation then due under this Lease. Landlord shall furnish Tenant with written evidence of the existence of Landlord's Insurance, and the payment of the premiums therefor, if requested by Tenant.

18. UTILITIES.

Landlord's Initials ML

Tenant's Initials: JK

(a) Tenant shall pay upon demand for all water, gas, heat, light, power, sewer charges, telephone service and all other services and utilities supplied to the Premises, together with any taxes thereon. If any such services are not separately metered to Tenant, Tenant shall pay upon demand a reasonable proportion, to be determined by Landlord, of all charges jointly metered with other premises.

(b) Landlord has advised Tenant that presently IREA ("Electric Service Provider") is the utility company selected by Landlord to provide electricity for the Property. Notwithstanding the foregoing, if permitted by Law, Landlord shall have the right at any time and from time to time during the Lease Term to either contract for service from a different company or companies providing electricity service (each such company shall hereinafter be referred to as an "Alternative Service Supplier") or continue to contract for service from the Electric Service Provider. Tenant shall cooperate with Landlord, the Electric Service Provider, and any Alternative Service Provider at all times and, as reasonably necessary, shall allow Landlord, Electric Service Provider, and any Alternate Service Provider reasonable access to the electric lines, feeders, risers, wiring, and any other machinery within the Premises which may serve the Property.

(c) Landlord does not warrant or guarantee the continued availability of any or all of the utility services necessary or desirable for the use of the Premises by Tenant. In no event shall the interruption, diminution or cessation of such services be construed as an actual or constructive eviction of Tenant, nor shall Tenant be entitled to any abatement of its Rent obligations under this Lease or on account thereof. Landlord shall in no way be liable or responsible for any loss, damage, or expense that Tenant may sustain or incur by reason of any change, failure, interference, disruption or defect in the supply or character of the utilities furnished to the Premises, and no such change, failure, unavailability or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement, reduction, setoff or diminution of rent, or relieve Tenant from any of its obligations under the Lease.

(d) Without incurring any liability for damages and without entitling Tenant to any abatement of its Rent obligations under this Lease, Landlord reserves the right to suspend any and all utilities service to the Premises when, in Landlord's reasonable discretion, such suspension is necessitated including, but not limited to, by reason of accident, unavailability of employees or materials at reasonable cost, repairs, strikes, lockouts, riots, acts of God, acts of war or terrorism, application of applicable laws, statutes, rules and regulations, inspections, alterations or improvements, until any of the same have been completed. In such event, Landlord shall not be deemed guilty of a breach or default of this Lease, nor shall such suspension constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement, reduction, setoff or diminution of rent, or relieve Tenant from any of its obligations under the Lease. If feasible, Landlord shall give Tenant prior notice of any interruption of utility services.

Landlord's Initials: MM

Tenant's Initials: XL

19. QUIET ENJOYMENT. So long as Tenant is not in default under any provisions of this Lease and observes and performs all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant is entitled to the quiet enjoyment and peaceful possession of the Premises subject to the provisions of this Lease, Landlord shall under no circumstances be held responsible for restriction or disruption of access to the Shopping Center (including the Building or Premises) from public streets caused by construction work or other actions taken by or on behalf of governmental authorities, or for actions taken by other tenants (their employees, agents, visitors, contractors or invitees), or any other cause not entirely within Landlord's direct control, and same shall not constitute a constructive eviction of Tenant nor give rise to any right or remedy of Tenant against Landlord of any nature or kind. This covenant of quiet enjoyment is in lieu of any covenant of quiet enjoyment provided or implied by law, and Tenant expressly waives any such other covenant of quiet enjoyment to the extent broader than the covenant contained in this paragraph.

20. PERSONAL PROPERTY.

(a) Any property of Tenant remaining in the Premises at any time when Landlord recovers possession of the Premises or upon the termination of this Lease for any cause whatsoever shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without notice to Tenant or any other person and without obligation to account therefore, and Tenant shall pay Landlord for all expenses incurred in connection with the disposition of such property.

(b) Tenant hereby grants to Landlord a lien upon and a security interest in all property now owned or hereafter acquired by Tenant which shall be brought into or placed upon the Premises, to secure the payment of Rent and the performance of each and every other obligation hereunder to be performed by Tenant. Following any event of default Landlord, without notice or demand, may take possession of and sell such property without legal process of any kind, at public and private sale upon giving such notices, if any, as may be required by law. The proceeds of any such sale shall be applied first to the payment of any and all expenses and fees incurred in connection therewith, and then to any amounts due or payable under this Lease from Tenant to Landlord, and the surplus, if any, to Tenant. Tenant agrees to execute and record any financing statements and other documents deemed necessary by Landlord to perfect or record the lien herein granted.

21. RULES AND REGULATIONS. Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate and/or modify for the safety, care and cleanliness of the Property and the preservation of good order therein. Landlord shall not be responsible to Tenant for the nonperformance of

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Landlord's Initials: MR

Tenant's Initials: XR

any such rules and regulations by any other tenants or occupants. The violation of any of such rules and regulations by Tenant shall be deemed an event of default of this Lease by Tenant, affording Landlord all those remedies set out herein.

22. FAILURE TO SURRENDER POSSESSION.

(a) The parties recognize and agree that the damage to Landlord resulting from any failure by Tenant to timely surrender possession of the Premises will be substantial, will exceed the amount of the monthly installments of the Rent payable hereunder, and will be impossible to measure accurately.

(b) Tenant therefore agrees that if possession of the Premises is not surrendered to Landlord upon the expiration or sooner termination of this Lease, in addition to any other rights or remedies Landlord may have hereunder or at law, Tenant shall pay to Landlord, as liquidated damages, for each month and for each portion of any month during which Tenant holds over in the Premises after the expiration or sooner termination of this Lease, a sum equal to one and one-half (1-1/2) times the aggregate of that portion of the monthly Minimum Rent and Additional Rent that was payable under this Lease during the last month of the Term hereof. Tenant agrees that such liquidated damages are a reasonable estimate of damages, enforceable in accordance with the terms of this subparagraph, and that such does not constitute a penalty. The provisions of this subparagraph shall survive the expiration or sooner termination of this Lease.

(c) No provision of this paragraph 22 or any other provision of this Lease shall be deemed to permit Tenant to retain possession of the Premises after the expiration or sooner termination of the Lease Term, or to have extended or renewed the Lease Term beyond its expiration or termination, except by timely and proper exercise by Tenant of the Option as provided in subparagraph 4(b) above (if applicable).

23. ENTRY BY LANDLORD. Landlord shall at any and all times have the right to enter the Premises to inspect the same, to show the Premises to prospective purchasers or tenants, or to existing or prospective mortgagees, and to post notices of non-responsibility. Tenant also agrees that Landlord may at any time and from time to time place on the Property or the Premises a sign advertising the Property or the Premises for sale or for lease. Landlord shall also have the right to conduct such maintenance and repair of the Premises (or the Building) as Landlord may deem necessary, without abatement of Rent, and for that purpose may erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonably blocked thereby, and further provided that the business of Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of

Landlord's Initials: ML

Tenant's Initials: XR

the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults, safes and files. Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency in order to obtain entry to the Premises, without liability to Tenant. Any entry to the Premises obtained by Landlord by any of such means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of the Premises, or an eviction of Tenant from the Premises or any portion thereof.

24. TENANT'S DEFAULT. The occurrence of any one or more of the following shall constitute an event of default and breach of this Lease by Tenant:

(a) the vacating or abandonment of the Premises by Tenant or failure by Tenant to continually operate its business in the Premises during Ordinary Business Hours (as defined below) and such cessation or curtailment occurs for more than ten (10) days;

(b) failure by Tenant to pay any Rent when required hereunder;

(c) failure by Tenant to take possession of the Premises within thirty (30) days of the Rent Commencement Date;

(d) failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Tenant where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant, unless Landlord in its sole discretion decides to provide an additional cure period to Tenant which in any event will always be conditioned upon 1) the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, and 2) Tenant commencing such cure within said 30-day period and thereafter diligently prosecuting such cure to completion;

(e) the taking of this Lease or the Premises or any part thereof upon execution or by other process of law directed against Tenant, or the taking upon or subject to any attachment at the instance of any creditor or claimant against Tenant, and said attachment shall not be discharged or disposed of within fifteen (15) days after the levy thereof; or

(f) the making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition or a reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of the assets of Tenant or any guarantor of this Lease; or the attachment, execution or other judicial seizure of

substantially all of the assets of Tenant or any guarantor of this Lease where such seizure is not discharged within thirty (30) days.

Notwithstanding the cure period allowed by subparagraph (d) above, it shall be an immediate default under this Lease if Tenant fails to surrender the Premises to Landlord upon the expiration or sooner termination of the Lease, or if any failure of Tenant to comply with any provision of this Lease jeopardizes any insurance coverage or causes or results in a dangerous condition on the Premises or the remainder of the Property, and such failure to comply is not immediately cured after notice thereof by Landlord to Tenant. In no event shall financial inability be considered a reasonable ground for failure of Tenant to cure any breach of, or failure to comply with, the provisions of this Lease.

25. LANDLORD'S REMEDIES. In the event of any such default or breach by Tenant, Landlord may take any of the following actions at any time thereafter, in its sole discretion, upon the third written notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach specified herein and/or under the laws and/or judicial decisions of the State of Colorado.

(a) Landlord may terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate, Tenant shall immediately surrender possession of the Premises to Landlord, and Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including repairs, renovation and alteration of the Premises; reasonable attorneys' fees; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid Rent called for herein for the balance of the Term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided; and that portion of any leasing commissions paid by Landlord and applicable to the unexpired Term of this Lease.

(b) Landlord may reenter and take possession of the Premises or any part thereof, upon the third demand or notice, and repossess the same and expel Tenant and any party claiming by, under or through Tenant, and remove the effects of both using such force for such purposes as may be necessary, without being liable for prosecution on account thereof or being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of Rent or right to bring any proceeding for breach of covenants or conditions. No such reentry or taking possession of the Premises by Landlord shall be construed as an election by Landlord to terminate this Lease unless the third written notice of such intention is given to Tenant. No notice from Landlord hereunder or under a forcible entry and detainer statute or similar law shall constitute an election by Landlord to terminate this Lease unless such notice specifically

recoverable by Landlord from Tenant. LANDLORD AND TENANT AGREE THAT ANY ACTION OR PROCEEDING ARISING OUT OF THIS LEASE SHALL BE HEARD BY THE COURT SITTING WITHOUT A JURY, AND THEY HEREBY WAIVE ALL RIGHTS TO TRIAL BY JURY. In the event of default, in addition to all other remedies therefor, Landlord shall be entitled to receive from Tenant all sums the payment of which may previously have been waived by Landlord, or which may have been paid by Landlord, pursuant to any agreement by Landlord to grant Tenant a rental abatement or other monetary inducement or concession, including any tenant finish allowance and all other payments made by Landlord to or on behalf of Tenant, together with interest on such amounts at the rate of twenty-one percent (21%) per annum, from the date or dates such amounts were paid by Landlord or would have been due from Tenant but for the abatement, until finally paid or repaid.

26. DEFAULT BY LANDLORD. Landlord shall not be in default under this Lease unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligations is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter reasonably prosecutes the same to completion. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in the Lease, then the holder of a first mortgage or deed of trust have an additional thirty (30) days after its receipt of notice within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary to cure such default shall be granted if within such thirty (30) days such holder has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings necessary to effect such cure), in which event the Lease shall not be terminated while such remedies are being so diligently pursued. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default, and Tenant's remedies shall be limited to damages (if permitted by the provisions of this Lease) not to exceed the amount of Tenant's remaining Rent obligation throughout the initial Lease Term (or Option Term if the Option has been properly exercised at the time of the alleged default by Landlord). The parties agree that nothing in this paragraph is intended to expand Landlord's liability beyond that provided for in the remaining provisions of this Lease.

27. RECONSTRUCTION.

(a) Subject to the provisions of subparagraphs (b) and (c) below, in the event the Premises or any other portion of the Building is damaged by fire or other perils covered by Landlord's Insurance, and such damage does not require structural demolition and reconstruction of all or part of the Building, Landlord agrees to forthwith

Landlord's Initials: ML

Tenant's Initials: XR

repair such damage and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of Minimum Rent from the date of damage until completion of such repairs, based on the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises

(b) In the event that any casualty requires structural demolition and reconstruction of all or part of the Building (whether or not such reconstruction involves any portion of the Premises), Landlord may, at its election, give notice to Tenant at any time within sixty (60) days after such damage, terminating this Lease as of a date specified in such notice not more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease and all interest of Tenant in the Premises shall terminate on the date so specified in such notice, and the Minimum Rent, reduced by a proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by Tenant in the Premises, shall be paid up to date of such termination. In the alternative, Landlord may, by written notice to Tenant within such 60-day period, elect to repair or restore such damage, in which case the Minimum Rent shall be proportionately reduced as provided in subparagraph (a) above and this Lease shall continue in full force and effect; PROVIDED, HOWEVER, that Landlord shall have the right to alter the size and configuration of the Building in the course of such reconstruction, so long as the Building as reconstructed is an integrated architectural unit consistent with the specifications set forth in Exhibit "B" and the dimensions of the Premises are substantially the same as prior to such casualty.

(c) Notwithstanding anything to the contrary contained in this paragraph 27, Landlord shall not have any obligation whatsoever to repair any injury or damage by other cause to any leasehold improvements, fixtures or other personal property of Tenant or to repair, reconstruct or restore the Premises or any other part of the Building when the damage resulting from any casualty occurs during the last twenty-four months of the Term of this Lease or any extension thereof.

28. EMINENT DOMAIN. If more than twenty-five (25%) percent of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, within sixty (60) days after said taking, to terminate this Lease upon thirty (30) days written notice. If less than twenty-five (25%) percent of the Premises is taken (or if more than 25% is taken but neither party elects to terminate as herein provided), the Minimum Rent thereafter to be paid shall be equitably reduced. If any part of the Property other than the Premises shall be so taken or appropriated, Landlord shall within sixty (60) days of said taking have the right at its option to terminate this Lease upon written notice to Tenant. In the event of any taking appropriation whatsoever, Landlord shall be entitled to any and all awards and/or settlements which maybe given (Tenant hereby assigning to Landlord any rights to the same), and Tenant shall have no claim against Landlord for the value of any unexpired Term of this Lease.

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Landlord's Initials: 

Tenant's Initials: 

29. SIGNS. Tenant may affix and maintain upon the glass panes and supports of the show windows and within twelve (12) inches of any window and upon the exterior walls of the Premises only such signs, advertising placards, names, insignia, trademarks and descriptive material as shall have first received the written approval of Landlord as to type, size, color, location, copy nature and display qualities. Notwithstanding anything to the contrary contained in this Lease or otherwise, Tenant shall not affix any sign to the roof. Tenant shall, however, erect one sign on the front of the Premises not later than the date Tenant opens for business, in accordance with a design conforming to Landlord's sign criteria set forth in Exhibit "C" attached hereto. Upon expiration or earlier termination of this Lease, Tenant shall remove such signage and repair any damage to the Building fascia resulting from the installation and removal of Tenant's sign(s).

30. DISPLAYS. Tenant may not display or sell merchandise or allow grocery carts or other similar devices to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. Tenant further agrees not to install any exterior lighting, amplifiers or similar devices or use in or about the Premises any advertising medium which may be heard or seen outside the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts.

31. AUCTIONS. Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the Premises whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceeding.

32. HOURS OF BUSINESS. Tenant shall continuously during the entire Term hereof conduct and carry on Tenant's business in the Premises during the usual business hours of each and every business day as is customary for businesses of like character in the area in which the Property is located; provided, however, that this provision shall not apply if the Premises should be closed and the business of Tenant temporarily discontinued therein on account of strikes, lockouts or similar causes beyond the control of Tenant ("Ordinary Business Hours"). Tenant shall keep the Premises adequately stocked with products and/or merchandise, and with sufficient personnel to care for the patronage, and to conduct said business in accordance with sound business practice. In the event of default or breach by Tenant of any of the conditions contained in this paragraph, Landlord shall have, in addition to any and all remedies herein provided, the right at its option to collect not only the Rent herein provided, but supplemental rent at the rate of one-thirtieth (1/30th) of the Minimum Rent herein provided for each and every day that Tenant shall fail to conduct its business as herein provided; such supplemental rent shall be deemed to be liquidated damages for Tenant's failure to conduct its business as herein provided. Tenant agrees that such liquidated damages are a reasonable estimate of damages, enforceable in accordance with the terms of this paragraph, and that such does not constitute a penalty.

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Landlord's Initials: ML

Tenant's Initials: KK

33. RELOCATION. Landlord reserves the right to relocate the Premises, one time only, to other space in the buildings located on the Property comparable to the original Premises in size, configuration and tenant finish. Landlord will give Tenant at least forty-five (45) days prior written notice of Landlord's exercise of this right of relocation and designate in such notice a proposed effective date for such relocation. Landlord shall pay the reasonable costs of actually moving Tenant's business to the new Premises. Prior to the relocation, but effective upon the date the actual relocation is completed, Landlord and Tenant will execute an amendment to this Lease deleting the description of the original Premises and inserting a description of the new Premises. In any event, the monthly minimum (i.e. base) rent for the new Premises will not exceed the monthly Minimum Rent for the original Premises.

34. ACCORD AND SATISFACTION. No payment by Tenant, nor receipt by Landlord, of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent nor shall any endorsement or statement on any check or any letter accompanying any check, or payment as Rent, be deemed an accord and satisfaction, and Landlord shall accept such check for payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy available to Landlord. Tenant expressly waives any right it may have to claim that any payment due from Tenant to Landlord hereunder, which payment is less than the full amount due to the Landlord or claimed by Landlord, shall be deemed an accord and satisfaction. This waiver of Tenant's right to claim an accord and satisfaction shall be without regard to whether or not a dispute exists with regard to the amount claimed by Landlord. No payment by Tenant, nor receipt by Landlord, of a lesser amount than the full amount due pursuant to this Lease shall be deemed to be other than on account of Tenant toward the amount claimed by Landlord, nor shall any letter or statement accompanying any such payment be deemed an accord and satisfaction, and Tenant hereby waives its right to so claim. Tenant agrees Landlord under all circumstances retains all of its rights under this Lease unless and until it signs a written agreement expressly waiving or relinquishing any such rights.

35. SUPPLEMENTAL CONSTRUCTION. Landlord reserves the right from time to time to construct other buildings on portions of the Property with or without any new Common Area, and by including within the existing Shopping Center other properties now or hereafter owned, leased or controlled by Landlord adjacent to or near the Property, and constructing on such additional property buildings and Common Areas. In this event, such new buildings, properties and Common Areas shall, at the election of Landlord, be treated as though they were originally a part of the Property; provided, however, that in such event Tenant's Pro Rata Share of CAM Costs, Taxes and Insurance Costs shall be appropriately adjusted to include any additional square footage contained in such new buildings or comprising additional properties added to the Property. Until Landlord makes such election, CAM Costs, Taxes and Insurance

Landlord's Initials: ML

Tenant's Initials: XL

Costs shall continue to be allocated as though such supplemental construction had not occurred.

36. GEOGRAPHICAL RESTRICTION. It is understood and agreed and it is a condition precedent to the execution of this Lease by Landlord, that Tenant acknowledges that the Shopping Center draws its customers from a large geographic area and that the success of the Shopping Center and income of Landlord from the Property are dependent upon high customer traffic. Tenant agrees that throughout the Lease Term it shall not suffer or permit any person or entity under its control or connected or affiliated with it, whether as partner, shareholder, lender, employee or otherwise, to engage, directly or indirectly, in or to sell or to rent products to, any business which is the same as, or similar to, or in competition with, Tenant's business in the Premises within any building or building complex, any portion of which is located within a radius of five (5) miles from any point on the perimeter of the Shopping Center. Tenant warrants and represents that by entering into this Lease, it will not be in breach of any restriction or agreement to which it is bound under any other lease or agreement to any other party.

37. SALE OF LIQUOR. Tenant shall not object and hereby consents to any application of any other tenant (or their successors and assigns) to sell malt, vinous or spirituous liquors from its premises in the Shopping Center.

~~38. GROSS SALES REPORTS. Within thirty (30) days after the end of each calendar month during the Lease Term, Tenant shall furnish to Landlord a copy of the state sales tax report showing sales made in, upon or from the Premises during the preceding calendar month. Within thirty (30) days after the end of each calendar year of the Term hereof, Tenant shall furnish to Landlord a statement in writing, certified to be correct, showing the total gross sales by months made in, upon or from the Premises during the preceding calendar year. The term "gross sales" as used in this Lease shall include the entire gross receipts of every kind and nature from sales and services made in, upon or from the Premises, whether upon credit or for cash, in every department operating in the Premises, whether operated by Tenant or by a subtenant or subtenants, or by a concessionaire or concessionaires, excepting therefrom any rebates and/or refunds to customers and the amount of all sales tax receipts which has to be accounted for by Tenant to any government, or any governmental agency. Sales upon credit shall be deemed cash sales and shall be included in the gross sales for the period which the merchandise is delivered to the customer, whether or not title to the merchandise passes with delivery.~~

39. GENERAL PROVISIONS.

(a) Submission of Lease. Submission of this Lease to Tenant for signature does not constitute a reservation of space or an option to lease. This Lease

shall not be effective or binding on any party until fully executed by all parties hereto and any required guarantors.

(b) Inurement. Upon full execution, the terms of this Lease shall be binding upon and inure to the benefit of, and shall be enforceable by, all parties hereto, their personal and legal representatives, guardians, successors and assigns to the extent, but only to the extent that assignment is provided for in accordance with, and permitted by, the provisions of this Lease.

(c) Plats and Riders. Exhibits, clauses, plats, riders and addenda, if any, affixed to or referred to in this Lease are hereby made a part hereof.

(d) Waiver. The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such Rent.

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

(f) Gender and Headings. Throughout this Lease, where such meanings would be appropriate, the masculine gender shall be deemed to include the feminine and the neuter and vice versa, and the singular shall be deemed to include the plural, and vice versa. The headings herein are inserted only as a matter of convenience and reference, and in no way define or describe the scope of the Lease, or the intent of any provisions hereof.

(g) Time. Time is of the essence with respect to Tenant's obligations under this Lease.

(h) Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

(i) Recordation. Tenant shall not record this Lease but Landlord may do so or Landlord may record a short form memorandum thereof.

(j) Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of Minimum Rent and scheduled Additional Rent due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of

which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of Rent due from Tenant shall not be received by Landlord or Landlord's designee within five (5) days after the due date, then Tenant shall pay to Landlord (in addition to the subject Rent owed) a late charge equal to five percent (5%) per month on the outstanding balance or \$500, whichever is greater, plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay Rent when due hereunder. Tenant agrees that such late charges represent a fair and reasonable estimate of the additional cost that Landlord will incur by reason of the late payment of Tenant, enforceable in accordance with the terms of this paragraph, and that such does not constitute a penalty. Acceptance of such late charges by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder or otherwise available at law or in equity.

(k) Entire Agreement. This Lease contains all of the agreements of the parties hereto, and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose and none of the parties shall have any responsibilities, liabilities, or other affirmative duties, except as stated herein. Without limiting the generality of the foregoing, Tenant acknowledges and agrees that it has not relied on any promises, inducements, representations, warranties or agreements by Landlord or its agents (including but not limited to any real estate agents or brokers) not expressly set forth in this Lease (collectively, the "Representations"), including but not limited to any Representations as to the desirability or suitability of the Premises for the Permitted Use, to procure its agreement hereto. LANDLORD AND TENANT EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTIES OF ANY OTHER KIND ARISING OUT OF THIS LEASE. No provision of this Lease may be amended or modified except by an agreement in writing signed by the parties hereto. The parties further acknowledge that this Agreement is contractual and not merely recital, and that they have read, understand and fully agree to the terms of this Agreement.

(l) Inability to Perform. This Lease and the obligations of Tenant hereunder shall not be affected or impaired because Landlord is unable to or is delayed in fulfilling any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, failure to obtain labor or materials at a reasonable cost, acts of God, war, terrorism, riot, weather, or any other cause beyond the reasonable control of Landlord.

(m) Partial Invalidity. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder

of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there shall be added as a part of this Lease a legal, valid and enforceable clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible.

(n) Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

(o) Governing Law. This Lease and all provisions contained herein shall be construed pursuant to the laws of the State of Colorado, and any questions regarding the validity of any section and/or paragraph contained herein shall be determined pursuant to the laws of the State of Colorado.

(p) Transfer by Landlord. The term "Landlord" as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners of the Property at the time in question. In the event of any transfer or transfers of the title to the Property, the Landlord herein named (and in the case of any subsequent transfers or conveyances, the then-grantor) shall be automatically released, from and after the date of such transfer or conveyance, from all liability with respect to the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed; provided that the grantee assumes the duty to Perform Landlord's covenants and obligations hereunder, and provided that any funds in which Tenant has an interest in the hands of Landlord or the then-grantor at the time of such transfer shall be turned over to the grantee.

(q) Subordination, Attornment. This Lease, at Landlord's option or at the option of any holder of a mortgage or deed of trust, shall be subject and subordinate to any mortgage, deed of trust, ground lease or declaration of covenants regarding maintenance and use of any areas contained in any portion of the Property (regardless of whether they now exist or are hereafter placed upon the Property), and to any and all advances made under such mortgage or deed of trust and to all renewals, modifications, consolidations, replacements and extensions thereof. Tenant agrees, with respect to any of the foregoing documents, that no documentation other than this Lease shall be required to evidence such subordination. If any holder of a mortgage or deed of trust shall elect for this Lease to be superior to the lien of its mortgage or deed of trust, and shall give written notice thereof to Tenant, then this Lease shall automatically be deemed prior to such mortgage or deed of trust, whether this Lease is dated earlier or later than the date of said mortgage or deed of trust or the date of recording thereof. Tenant agrees to execute such documents as may be further required to evidence such subordination or to make this Lease prior to the lien of any mortgage or deed of trust, as the case maybe, and by failing to do so within ten (10) days after written demand, in addition to all of Landlord's available remedies, Tenant

Landlord's Initials: ML

Tenant's Initials: X

does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney-in-fact and in Tenant's name, place and stead, to do so. This power of attorney is coupled with an interest. Tenant hereby attorns to all successor owners of the Property, whether or not such ownership is acquired as a result of a sale through foreclosure of a deed of trust or mortgage or otherwise. Landlord shall use commercially reasonable efforts to obtain from the holder of such mortgage or deed of trust or the landlord under such ground lease or the declarant under such declaration of covenants a non-disturbance agreement, using the form of document then being employed by such holder, landlord or declarant for such purposes, which will provide that Tenant, notwithstanding any default of Landlord hereunder, shall have the right to remain in possession of the Premises described herein in accordance with the terms and provisions of this Lease for so long as Tenant shall not be in default under this Lease

(r) Merger. The termination or mutual cancellation of this Lease shall not work a merger, and such termination or mutual cancellation shall, at the option of Landlord, either terminate all subleases and subtenancies or operate as an assignment to Landlord of any or all of such subleases or subtenancies.

(s) Bankruptcy. Landlord and Tenant understand that notwithstanding certain provisions to the contrary contained herein, a trustee or debtor in possession under the Bankruptcy Code of the United States may have certain rights to assume or assign this Lease. Landlord and Tenant further understand that, in any event, Landlord is entitled under the Bankruptcy Code to Adequate Assurance of future performance of the terms and provisions of this Lease. For purposes of any such assumption or assignment, "Adequate Assurance" shall include at least the following: (i) In order to assure Landlord that the proposed assignee will have the resources with which to pay the Rent called for herein, any proposed assignee must have, as demonstrated to Landlord's satisfaction, a net worth (as defined in accordance with generally accepted accounting principles consistently applied) at least as great as the net worth of Tenant on the date this Lease became effective, increased by seven percent (7%), compounded annually, for each year from the Rent Commencement Date through the date of the proposed assignment. The financial condition and resources of Tenant were a material inducement to Landlord in entering into this Lease; and (ii) Any proposed assignee of this Lease must assume and agree to be personally bound by the terms, provisions, and covenants of this Lease.

(t) Landlord's Assignment. The Tenant does specifically allow and permit the Landlord to execute a general assignment of leases, including an assignment of leases and rents as collateral for a loan, and to assign this particular Lease.

Landlord's Initials: ML

Tenant's Initials: TR

(u) Notices. Except as set forth below, all notices to be given hereunder by either of the parties shall be in writing. Any notice may be served by Landlord upon Tenant personally by delivering the same to an employee of Tenant, or to Tenant directly. Any notice shall be deemed duly served by either party if addressed to the address for the party in the Fundamental Lease Provisions and (i) deposited with the United States Postal Service as certified mail, return receipt requested, with proper postage prepaid, or (ii) deposited with FedEx or other reliable overnight courier for expedited delivery. Either party may change the address to which the notices may be sent by delivering a copy thereof to the other party in the manner aforesaid. If service shall be made by certified mail, such service shall be deemed completed as of the third day following the mailing of such notice in the manner aforesaid. Tenant shall provide a copy of any notice to Landlord to the holder of a first mortgage or deed of trust of record at the record address, or to such other address as may have been provided to Tenant, for such holder.

(v) Tenant's Statement. Tenant shall at any time and from time to time, upon not less than three (3) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing containing such statements as Landlord or any prospective purchaser or mortgagee of the Property may require, including, but not limited to: (a) certification that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and reciting that this Lease as so modified is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, (b) Tenant's acknowledgment that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed, and (c) confirmation of the Rent Commencement Date and the expiration date of the Lease Term. Any such statement may be relied upon by the prospective purchaser or encumbrance of all or any portion of the Property. Tenant agrees to execute such statements and if it fails to do so within said three-day period, in addition to all of Landlord's available remedies, Tenant does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney-in-fact and in Tenant's name, place and stead, to do so. This power of attorney is coupled with an interest

(w) Landlord's Interest in Property. Notwithstanding anything to the contrary contained herein, Landlord's liability under this Lease shall be limited to its interest in the Property and no other real, personal or other property of Landlord or of the owners of Landlord, or of any agents including employees, officers, directors, members, managers, partners, principals, affiliates, or related companies or other organizations of Landlord shall be subject to levy, attachment, or execution, or otherwise sued to satisfy any judgment. Tenant hereby waives any right to satisfy a judgment against Landlord except from Landlord's interest in the Property of which the Premises are a part.

(x) Time Period. For any approval, consent or other action required of Tenant herein for which no time period is specified, Tenant shall have no greater than fifteen (15) days to so approve, consent or take such action or such shall constitute an event of default and breach of this Lease.

(y) Authority. If Tenant is a corporation, partnership, trust or limited liability company, each individual executing this Lease on behalf of Tenant represents and warrants that Tenant is a duly authorized and existing entity, that Tenant is qualified to do business in the State of Colorado, that the entity has full right and authority to enter into this Lease, that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant in accordance with the bylaws, partnership, operating, or trust agreement (as the case may be) of Tenant, and that this Lease is binding upon Tenant. In the event any such representation or warranty is false, all persons who execute this Lease shall be liable, individually, for all of Tenant's obligations under the Lease.

(z) Facsimile Signature. The parties hereto agree that a facsimile signature may substitute for and have the same legal effect as the original signature.

(aa) Rule of Construction. The Rule of Construction which provides that ambiguities in a contract are most strictly construed against the drafter shall not apply to this Lease.

(bb) Survivability. Notwithstanding anything to the contrary contained in this Lease or otherwise, where the context of provisions of this Lease reasonably requires such an interpretation, or when provisions hereof require observance or performance by Landlord or Tenant subsequent to termination, those provisions of the Lease shall survive the termination of this Lease.

(cc) Further Assurances. Tenant agrees to take whatever action or actions are deemed by Landlord reasonably necessary or desirable from time to time to effectuate the provisions or intent of this Lease, and to that end, Tenant agrees that it will execute, acknowledge, seal, and deliver any further instruments or documents which may be necessary to give force and effect to this Lease or any of the provisions hereof, or to carry out the intent of this Lease.

(dd) Tenant Liability. The liability of Tenant pursuant to this Lease shall also include liability for any actions and/or omissions of Tenant's employees, other agents, invitees and/or its contractors.

(ee) Counterparts. This Lease maybe executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Lease.

Landlord's Initials: ML

Tenant's Initials: JK

40. BROKERS. Tenant warrants that it has had no dealings with any real estate broker or agents in connection with the negotiation of this Lease, excepting the brokers set forth in the Fundamental Lease Provisions, and that it knows of no other real estate broker or agent who is entitled to a commission in connection with this Lease. Tenant hereby agrees to indemnify and hold Landlord harmless of and from any and all damages, losses, costs or expenses (including but not limited to all attorneys' fees and disbursements) by reason of any claim of or liability to any other broker or other person claiming through Tenant and arising out of or in connection with the negotiation, execution and delivery of this Lease.

41. ADDITIONAL PROVISIONS. None

42. FUNDAMENTAL LEASE PROVISIONS. The parties agree that the Fundamental Lease Provisions set forth above are an integral part of this Lease agreement between them.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Effective Date.

LANDLORD:

Gold Creek Elizabeth, LLC

By: [Signature]

Its: _____

Date: 11/03/2020

TENANT:

Catrina's Mexican-Restaurant

Xochitl Ramirez
Catrina Mexican grill burrito

By: [Signature]

Its: _____

Date: 11/03/2020

Landlord's Initials: _____

Tenant's Initials: LR

1499 Blake St 1B
Denver Co 80202

Affidavit - Restrictions On Public Benefits

I, Xochitlt Ramirez, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

- I am a United States citizen.
- I am not a United States citizen but I am a Permanent Resident of the United States.
- I am not a United States citizen but I am lawfully present in the United States pursuant to Federal law.
- I am a foreign national not physically present in the United States.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature




Date (MM/DD/YY)

07/27/27

FULLY VALID

DRIVER LICENSE




RAMIREZ
XOCHITLI

[REDACTED]

SS: 03/21/2022
Sex: F Hgt: 5'01" EYE: BRO
Class: R NONE

[REDACTED]

EXP: 04/28/2027



CATRINA'S MEXICAN GRILL BURRITO

Liquor Petition Tally Sheet

Total Attempted Contacts 33

Total Contacts 23

Total Yes Signatures 13 100%

Total No Signatures -0-

Total No Opinion -0-

out of the 23 contacts
3 Lived out of town visiting
4 stated they did not consume alcohol
1 stated they did not sign petitions
2 stated they did not sign
because of covid, did not want to
open the door

LAWRENCE E. LUCCO

Lawrence E. Lucco

Applicant: ADAMITA RAMIREZ

Proposed Name of Establishment: CATRINA MEXICAN GRILL BURETO

Proposed Location: 210 ELIZABETH ST. UNIT A ELIZABETH CO. 80107

Application Type: New License Modification of Premises Change of Location

A Public hearing on this matter will be held on September 6th, 2022 at 7:00 p.m. at 151 S. BANNER ST. ELIZABETH, CO. 80107

INSTRUCTIONS:

To sign this petition, you must be 21 years of age, and (1) a resident (owner or tenant) of the neighborhood; or (2) the owner or manager of a business in the neighborhood (see attached map of approved defined neighborhood).

Town of ELIZABETH

SIGN: Your name only (first and last names, middle initial), your address, and indicate your age. No person can sign for another.

ISSUE:

* If you feel that your needs are not being met by existing similar outlets and it is your desire that the license should be granted, indicate by placing an (X) or (v) in the "YES" column.

** If you feel that your needs are being met by existing similar outlets and it is your desire that the license should not be granted, indicate by placing an (X) or (v) in the "NO" column.

*** If you have no opinion regarding this application, indicate by placing an (X) or (v) in the "NO OPINION" column.

BY SIGNING BELOW, YOU ARE INDICATING THAT YOU HAVE READ THE INSTRUCTIONS AND ARE QUALIFIED TO SIGN

PETITION SIGNER/SIGNATURE Please sign your name on the top line and print your name on the second line - must be legible -	ADDRESS Please print clearly your house number and street name + apt # (as applicable) - address must be legible - List Business Name (as applicable)	AGE	DATE SIGNED	YES*	NO**	NO OPINION***	RESIDENT	BUSINESS OWNER	WITHIN BOUNDARIES	(Yes or No)
1 <u>JOHN DOUBA</u>		59	8-12-22	✓						
2 <u>Tyler Kaiser</u>		23	8-12-22	✓						
3 <u>Pat Dambello</u>		47	8-12-22	✓						
4 <u>Christy Robins</u>		32	8/12/22	✓						
5 <u>Thomas Haykenson</u>		52	8/10/22	✓						
6 <u>Kundall Creek</u>		26	8/12/22	✓						
7 <u>Nancy Willson</u>		59	8/12/22	✓						
8 <u>Rehcel Brown</u>		58	8/12/22	✓						
9 <u>Beauette Aiken</u>		51	8/12/22	✓						
10 <u>Ali Beale</u>		23	8/12/22 8/12/22	✓						
11 <u>KARL LOONEY</u>		66	8/12/22	✓						

ALCOHOL BEVERAGE PETITION

BY SIGNING BELOW, YOU ARE INDICATING THAT YOU HAVE READ THE INSTRUCTIONS AND ARE QUALIFIED TO SIGN

PETITION SIGNER/SIGNATURE <small>Please sign your name on the top line and print your name on the second line - must be legible -</small>	ADDRESS <small>Please print clearly your house number and street name + apt # (as applicable) - address must be legible - List Business Name (as applicable)</small>	AGE	DATE SIGNED	YES*	NO**	NO OPINION***	RESIDENT	BUSINESS OWNER	WITHIN BOUNDARIES <small>(Yes or No)</small>
12 <i>TERRI DELRIVE</i> <i>TERRI DELRIVE</i>	[REDACTED]	59	8-12-22	X					
13 <i>Michelle Sarsis</i> <i>Michelle Sarsis</i>	[REDACTED]	41	8-12-22	X					
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TO: Honorable Mayor and Board of Trustees
FROM: Zach Higgins, AICP Planner/Project Manager
DATE: September 13, 2022
SUBJECT: Resolution 22R41

SUMMARY

Staff is seeking direction regarding Resolution 22R41, the Professional Services Agreement with Stolfus and Associates for Olde Town Circulation Study. This project will allow Town Staff and its boards to make more informed decisions about the included study area. The study will take into account development projects within Town that are recently completed, ongoing, and in planning phases. This study also engages the public in multiple ways to get meaningful input regarding traffic flow in the study area. It is the intent to complete this study before construction begins on the Main Street Streetscape in the event that this study makes recommendations regarding Main Street traffic flow.

All final deliverables will be submitted to the Town within four (4) months of notice-to-proceed. An ArcGIS StoryMap will be created to drive public information giving and gathering. Two in-person public meetings will also be included in the scope. A final report documenting the Olde Town Circulation Study, including findings, recommendations, and public comment will be provided as the final deliverable.

The total cost of the project is not to exceed \$49,030. The Town has budgeted \$50,000 for Community Development Studies for this year that has not currently been utilized. This \$50,000 study budget would cover the total cost of the proposed Olde Town Circulation Study. The Community Development Department does not have any additional studies planned for the remainder of the year at this time.

RECOMMENDATION

Town Staff is seeking direction in the form of approval, approval with changes, or denial of Resolution 22R41, the PSA with Stolfus and Associates to complete the outlined Olde Town Circulation Study. Town Staff feels that this PSA and included Exhibits are comprehensive.

ATTACHMENT(S)

Resolution 22R41

Stolfus PSA

Study Boundary Map

RESOLUTION 22R41

A RESOLUTION APPROVING THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE TOWN AND STOLFUS AND ASSOCIATES FOR THE PROVIDING OF TRAFFIC STUDY SERVICES

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

Section 1. The Professional Services Agreement between the Town and Stolfus and Associates for the providing of traffic study services, attached hereto as **Exhibit A**, is hereby approved and the Mayor is authorized to execute same on behalf of the Town.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2022, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Megan Vasquez, Mayor

ATTEST

Michelle M. Oeser, Town Clerk



July 25, 2022

Mr. Zach Higgins
Planner/Project Manager
Town of Elizabeth
zhiggins@townofelizabeth.org

RE: Town of Elizabeth Olde Town Circulation Study

As Olde Town and the surrounding area continues to (re)develop, it is increasingly important that the Town of Elizabeth consider how changes in land use influence vehicle and pedestrian circulation in the area. CDOT has jurisdiction over Kiowa Ave (CO-86) which provides primary access to Olde Town. The Town, CDOT, Kiowa, and Elbert County have adopted an Access Control Plan (ACP) for CO-86, which will help preserve corridor mobility over the long term but limits the flexibility of the Town to implement access or signalization improvements unless they comply with the ACP.

The Olde Town Circulation Study will focus on the area bounded by Main St on the east, CO-86 on the north, Maple St on the south, and Elbert St on the west. This area encompasses several potential (re)development and parking areas, including the former Frontier High School, Main Street Station, the Carriage Shops, Gesin's, Elizabeth 44, and other planned and potential development.

The purpose of the Town of Elizabeth Olde Town Circulation Study is to assess the effect that planned development will have on area traffic volumes and circulation patterns, and what modifications to the existing transportation network may be required to integrate this development into the community with minimal disruption. The Circulation Study will also consider how access to CO-86 may change over time, and whether converting a portion of Main St from two-way to one-way circulation would benefit overall circulation.

The following describes the proposed scope of services:

ArcGIS StoryMap

Stolfus will create an ArcGIS StoryMap to provide study-related information to the public and to obtain feedback virtually. The StoryMap will be hosted by us and include information on existing and future conditions, alternatives, analysis and recommendations. It will also provide an opportunity for on-line feedback on aspects of the study or recommendations. An example of a StoryMap created by Stolfus for a City of Salida project is located here: <https://storymaps.arcgis.com/stories/73d584c339e246d6995c59f1a91e8259>

Existing Conditions Assessment

Collect data including traffic control devices, traffic count data (up to 9 intersections), roadway infrastructure, public parking areas, and existing land use. The purpose of this task will be to establish a comprehensive understanding of current conditions.

Future Conditions

Planned development areas will be highlighted and traffic and parking demands estimated based upon proposed or approximate land uses. Town of Elizabeth staff will assist in identifying reasonable land use assumptions for development areas.

Traffic generation for new developments will be estimated based upon the Institute of Transportation Engineer’s Trip Generation Manual. Understanding traffic generation is important so that appropriate changes to roadway classification, traffic control devices, circulation patterns, or other transportation mitigative measures can be identified. Parking demands for new developments will be estimated for the purposes of providing staff with an idea of the amount of additional parking needed in the Olde Town area. The scope of services does not include a parking study.

Alternative Analysis

Transportation circulation alternatives will be evaluated to include, but not be limited to, the following:

- Olde Town traffic signal location at CO-86 and:
 - Main St,
 - Banner St, or
 - Elbert St
- Additional pedestrian crossing locations and treatments within the study area (including CO-86)
- One-way circulation on Main St, including an assessment of the appropriate limits for same.

Analyses will be both quantitative and qualitative, meaning that professional engineering judgment and the goals and objectives of Town staff and the community will be a consideration in formulating recommendations, in addition to simply technical analysis and results.

Public and Agency Involvement

Stolfus will coordinate with Town staff, the public, CDOT and other agencies in conducting the study. In addition to the ArcGIS StoryMap, two (2) in-person public meetings are included in the scope of services. The initial meeting will inform the public of the project, study process, schedule, and obtain feedback from the community of topics of concern. The second meeting will provide information about the findings and recommendations. Additional public involvement will occur via the StoryMap and Board of Trustees briefings.

Two briefings of the Board of Trustees have been included in the scope of services. The purpose of these briefings will be to inform the board of the status of the project and preview information planned to be shared with the public at the open house or online.

Two Meetings with the CDOT Region 4 Access Manager and Resident Engineer (Limon) for CO-86 have also been included in the scope of services. These meetings are anticipated to be virtual.

Should the study conclude that changes to the adopted ACP would be in the best interest of the Town, an amendment request will need to be prepared and submitted to the ACP signatories. Modifying the ACP is not included in the scope of services.

Documentation

Stolfus will prepare a summary report documenting the Olde Town Circulation Study, including findings, recommendations, and public comment. A draft report will be issued for review and comment, after which a final version of the report will be provided.

Mr. Zach Higgins
July 25, 2022
Page 3



Schedule and Fee

Stolfus will complete the above described scope of services within four (4) months of notice-to-proceed for a not-to-exceed fee of \$49,030.

Thank you for the opportunity to provide you this proposal. Please feel free to reach out if you would like to discuss further.

Sincerely,

STOLFUS & ASSOCIATES, INC.


A handwritten signature in blue ink that reads "Matthew J. Brown".

Matthew J. Brown, PE, PTOE
Senior Transportation Engineer

Study Boundary

CO-86, Main Street, Maple Street, Elbert Street

Legend

 Olde Town Circulation Study Boundary

Elizabeth





TO: Honorable Mayor and Board of Trustees
FROM: Michelle Oeser Town Clerk
DATE: September 13, 2022
SUBJECT: Cancellation of Election

SUMMARY

The attached Resolution ratifies the cancellation of the November 8, 2022, regular Town Elections. The Town had open: the Mayor's seat and four Trustee seats, which were to be on the November 8, 2022 ballot.

The deadline to submit candidates' petitions was on August 29th at 5:00 p.m. The Clerk received one petition for the Mayor's position, and two petitions for open Trustee seats.

The deadline to submit write-in candidates' affidavits of intent was September 6th at 5:00 p.m. There were no write-in candidate affidavits of intent filed with the Clerk.

Since the number of petitions received was not greater than the number of open Board seats to be placed on the November 8th ballot, an election is no longer necessary.

RECOMMENDATION:

Staff recommends approval of Resolution 22R42, a Resolution declaring candidates elected and ratifying notice given to Elbert County cancelling the November 8, 2022, regular Town Election.

ATTACHMENT

Resolution 22R42

RESOLUTION 22R42

A RESOLUTION DECLARING CANDIDATES ELECTED AND RATIFYING NOTICE GIVEN TO ELBERT COUNTY CANCELLING THE NOVEMBER 8, 2022 REGULAR TOWN ELECTION

WHEREAS, the Town Clerk has certified to the Board of Trustees that, at the close of business on September 6, the 63rd day before the election scheduled for November 8, 2022, there were not more candidates for the offices of Trustee and Mayor than offices to be filled, including candidates filing affidavits of intent to be write-in candidates;

WHEREAS, pursuant to C.R.S. § 1-5-208(1.5) and Section 2-1-30 of the Elizabeth Municipal Code (the "Code"), if the only matter before the electors is the election of persons to office and there are not more candidates than offices to be filled, including candidates filing affidavits of intent, the Board of Trustees may cancel election and declare the candidates elected by acclamation;

WHEREAS, per the intergovernmental agreement between the Town and Elbert County regarding the conduct and administration of the coordinated election (the "IGA"), notice of cancellation of the election was due to the County by September 9; and

WHEREAS, given the timing of the Town's regular meetings and the IGA's deadlines, the Town Clerk was required to give notice of cancellation of the election to the County prior to this meeting of the Board of Trustees.

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

Section 1. The following candidates are declared elected for the following terms of office:

Mayor

<u>Nick Snively</u>	<u>800 Avena Drive</u>	<u>2026</u>
(name)	(address)	(year term)

Trustees

<u>Loren Einspahr</u>	<u>747 S. Mobile St.</u>	<u>2026</u>
(name)	(address)	(year term)

<u>Terri Lee Payne, /Tammy Payne</u>	<u>279 E. Grant St.</u>	<u>2026</u>
(name)	(address)	(year term)

Section 2. The Board of Trustees hereby ratifies the notice the Town Clerk gave to Elbert County to cancel the November 8, 2022, regular election.

Section 3. The Town Clerk is hereby directed to provide notice of the cancellation by publication and posting as required by C.R.S. § 1-5-208(6) and Section 2-1-30(b) of the Code.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2022, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Megan Vasquez, Mayor

ATTEST

Michelle M. Oeser, Town Clerk



TO: Honorable Mayor and Board of Trustees
FROM: Michelle Oeser Town Clerk
DATE: September 13, 2022
SUBJECT: Special Event Approval

SUMMARY

At the August 23rd Regular Board meeting, Town Attorney Corey Hoffmann discussed bringing a Resolution to the Board authorizing the Town Administrator to approve license agreements for the use of certain Town property. The agreements would be for two days of use or less. Anything more than two days would need to come before the Town Board for approval.

RECOMMENDATION:

Staff recommends approval of Resolution 22R43, a Resolution authorizing the Town Administrator to approve license agreements for the use of Town property not to exceed two days for Special Events pursuant to Article IV of Chapter 11 of the Town of Elizabeth Municipal Code.

ATTACHMENT

Resolution 22R43

RESOLUTION 22R43

A RESOLUTION AUTHORIZING THE TOWN ADMINISTRATOR TO APPROVE LICENSE AGREEMENTS FOR THE USE OF TOWN PROPERTY NOT TO EXCEED TWO DAYS FOR SPECIAL EVENTS PURSUANT TO ARTICLE IV OF CHAPTER 11 OF THE TOWN OF ELIZABETH MUNICIPAL CODE

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

Section 1. The Town Administrator is hereby authorized to approve License Agreements not to exceed two days in duration for a special event as defined by Section 11-4-10 of the Town of Elizabeth Municipal Code. The Town Administrator shall notify the Board of Trustees of such license agreements for approved special events pursuant to Section 11-4-90 of the Town of Elizabeth Municipal Code.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2022, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Megan Vasquez, Mayor

ATTEST

Michelle M. Oeser, Town Clerk



TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor, Mayor Pro Tem, and Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: September 7, 2022
SUBJECT: Enterprise Funds Long-Term Capital Accounts Policy

BACKGROUND

Municipal account involves two (2) general accounting methods. The first, commonly known as the “General Fund” includes those items that traditionally fall within municipal government operations such as a police department, parks, streets, and related operations. In addition, some communities have “Enterprise Funds” which generally include utilities such as solid waste, electrical service, water, and sewer utilities. The Town of Elizabeth has two enterprise funds with the water and sewer utilities, as well as a third quasi-enterprise fund tied to the establishment of a renewable water system as recommended by the Town’s Water and Sewer System Master Plan.

Enterprise funds are designed to operate as separate enterprise “businesses” within the overall municipal financial system. The rates charged for say, water, should reflect the costs and expenses directly associated with the providing of clean drinking water to its citizen customers. As such, rates for water and sewer service should take into consideration the costs of labor, fuel, equipment, vehicles, and related expenses, as would any other enterprise.

Long term maintenance and capital expenditures are taken into consideration and saved for in several different ways. Initially, tap fees form the basis for the build-out and development of water and sewer systems, but also play a role in continuing to provide maintenance and upkeep for the system. Additionally, a small portion of the rates charged customers for water and sewer also fund long-term repairs and maintenance. Considering the size of the Town of Elizabeth, the tap fees paid into the Town over the last several years, and anticipated future payments of tap fees, it is desirable and necessary to establish independent long-term capital accounts to conserve and preserve funds for future maintenance, repairs and upgrades to the Town’s water and sewer systems.

In the case of the Town of Elizabeth, the Board of Trustees through the Elizabeth Water and Sewer System Master Plan has rightfully established a Renewable Water Recovery Fee to allow for the future establishment of reuse irrigation facilities. The establishment of these reuse facilities will help to alleviate the use of clean potable water for irrigation in the community, thereby lengthening the life of the Town’s existing wells, and providing protections for future generations. To date, the Town has also received payments from developers regarding the future establishment of reuse facilities.

ANALYSIS

The time has come for the establishment of specific capital accounts related to the water, sewer, and future reuse systems within the Town of Elizabeth. The establishment of the accounts, initially funded by tap fees paid from January 1, 2018, through July 1, 2022, allows for funds to be specifically allocated and committed for these future uses.¹

Should the Board choose to adopt this policy at this time, there are several distinct benefits for the immediate future. First, it allows the accounts to be established and funded immediately prior to the budgeting process for 2023, allowing a much more detailed analysis of the balance of funds that are unassigned and unallocated. Second, staff is aware of several projects that are likely to come forward in the next few months for which tap fees may be paid to the Town. Having the policy adopted at this time helps to initially deposit any incoming funds seamlessly into the appropriate accounts.

The impact of this change in accounting needs to be emphasized. The amounts to be transferred into these specific accounts are as follows: Water Capital Account \$2,988,425.00; Sewer Capital Account \$3,197,001.50 and Renewable Water \$359,500.00. *Under this proposal the total sum of six million, five hundred forty-four thousand, nine hundred twenty-six dollars and fifty cents (\$6,544,926.50) will be set over into committed accounts.* This means that these funds will be restricted by the Board for the specific expenditures established in the Resolution and Policy. However, it should also be noted that at the end of the current budget for 2022, an estimated \$5,694,000.00 will remain as unassigned and unallocated funds being held in general reserve. As such, the Town of Elizabeth still remains financially strong, as there is no expenditure of funds resulting from the restructuring of these accounts.

STAFF RECOMMENDATION

During an August 9, 2022, Workshop staff presented an initial analysis of the need for such accounts. Based on feedback from the Board, staff has continued to discuss and develop the recommended policy. The policy is that Board policy and direction, but it has been reviewed by Legal Counsel with no recommended changes being requested or required.

BUDGET CONSIDERATIONS

Technically, there are no budget considerations. It is merely a transfer of funds that are currently held as unassigned and unappropriated, and transferring them to independent financial funds to be held as committed funds. There is no expenditure taking place, and therefore, no budget considerations.

ATTACHMENTS

Resolution 22R44

Enterprise Fund Capital Account Policies for the Town of Elizabeth

¹ The term "committed" has specific meaning under the standards established by the Governmental Accounting Standards Board (GASB). A designation of committed is the highest level of constraint that can be placed upon funds by the organization's own governing board or authority. The most important aspect of such a designation is that it prohibits the use of these funds for general operations or for operation expenses within the specific enterprises. It is the appropriate level of control on these funds.

RESOLUTION 22R44

A RESOLUTION APPROVING THE ENTERPRISE FUND CAPITAL RESERVE POLICIES FOR THE TOWN OF ELIZABETH, COLORADO.

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

Section 1. The Board of Trustees hereby adopts the Enterprise Fund Capital Reserve Polices for the Town of Elizabeth, Colorado attached hereto as Exhibit A.

Section 2. All Resolutions inconsistent with the attached policies are hereby repealed.

PASSED, APPROVED, and ADOPTED this _____ day of _____, 2022, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Megan Vasquez, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk

ENTERPRISE FUND CAPITAL ACCOUNT POLICIES FOR THE TOWN OF ELIZABETH, COLORADO

The purpose of this Policy is to develop, implement, and maintain sound capital reserves for the Town's Enterprise Accounts. Specifically, this Policy will require the payment of tap and related fees to be segregated and committed for long-term maintenance and upgrade to the Town's Enterprise Facilities. The Town's elected officials and staff recognize that they have been entrusted by the citizens and residents of Elizabeth to expend tax dollars with utmost care. Financial reserves are an important component to ensuring the overall financial health of the community, by providing a financial cushion to meet contingency, emergency, or cash-flow timing needs.

It should be noted that there are no standardized guidelines established by the Governmental Accounting Standards Board (GASB) regarding the appropriate level of financial reserves. This is, in part, due to the variances among municipalities as to their size, economic stability, infrastructure age, and other financial concerns.

BACKGROUND

Statement 54 of the Governmental Accounting Standards Board (GASB) establishes general classifications as to the nature and types of funds to be identified for governmental funds. Statement 54 establishes a hierarchy of restraint on the use and expenditure of funds, in order from most to least restrictive as follows:

Restricted – amounts constrained by external parties (including grants, gifts, and special bequests), constitutional requirements, or enabling legislation (i.e. TABOR reserves).

Committed – amounts constrained by a governmental body using its highest level of decision-making authority (i.e. future capital accounts).

Assigned – amounts a government intends to use for a particular purpose (i.e. property acquisitions, contingencies, grant match funds).

Unassigned – amounts that are unconstrained, subject to the budgeting and appropriation process.

FINANCIAL RESERVE (FUND BALANCE) POLICIES

It is the intent of the Board of Trustees, upon passage of a Resolution regarding these policies, to establish, set over, assign and fund separate financial reserve accounts as follows:

1. Water Enterprise Long-Term Capital Account: This shall be a *committed* account. The purpose behind this account is to establish a permanent, long-term reserve account for repairs, upgrades and maintenance to the water production, storage, and distribution systems. These funds are not to be used for operation expenses. This account shall be initially funded at the levels set forth herein. These funds

shall be independently tracked within the account, but may be commingled for purposes of record keeping, safekeeping and investment.

The Water Enterprise Long-Term Capital Account shall initially be funded in the amount of *two million, nine hundred eighty-eight thousand, four hundred twenty-five dollars (\$2,988,425.00)* which is the amount paid in water tap fees to the Town of Elizabeth from January 1, 2018, through July 1, 2022. All future Water Tap Fees paid to the Town of Elizabeth shall be deposited into this account.

2. Sewer Enterprise Long-Term Capital Account: This shall be a *committed* account. The purpose behind this account is to establish a permanent, long-term reserve account for repairs, upgrades and maintenance to the sewer collection, treatment, and re-use systems. These funds are not to be used for operation expenses. This account shall be initially funded at the levels set forth herein. These funds shall be independently tracked within the account, but may be commingled for purposes of record keeping, safekeeping and investment.

The Sewer Enterprise Long-Term Capital Account shall initially be funded in the amount of *three million, one hundred ninety-seven and one dollar and fifty cents (\$3,197,001.50)* which is the amount paid in sewer tap fees to the Town of Elizabeth from January 1, 2018, through July 1, 2022. All future Sewer Tap Fees paid to the Town of Elizabeth shall be deposited into this account.

3. Renewable Water Recovery Fee Long-Term Capital Account: This shall be a *committed* account. The Town of Elizabeth's Water and Sewer System Master Plan identifies the need for the establishment of Reuse Irrigation Facilities to preserve and lengthen the life of the water systems in place. In so doing, the Board of Trustees has established a Renewable Water Recovery Fee. This account shall be initially funded at the levels set forth herein. These funds shall be independently tracked within the account, but may be commingled for purposes of record keeping, safekeeping and investment.

The Renewable Water Recovery Fee Long-Term Capital Account shall initially be funded in the amount of *three hundred fifty-nine thousand five hundred dollars (\$359,500.00)* which is the amount paid in Renewable Water Recovery Fees to the Town of Elizabeth from January 1, 2018, through July 1, 2022. All future Renewable Water Recovery Fees paid to the Town of Elizabeth shall be deposited into this account.

POLICIES AND PROCEDURES REGARDING ACCOUNTS

1. Each annual proposed budget should take into consideration these Policies goals and intent.
2. The Board of Trustees shall review the amounts in fund balances in conjunction with the annual budget approval process and may augment such capital accounts as may be necessary to establish specific goals and projects consistent with these policies.
3. Staff and the Board should review these policies periodically, to determine whether the funding needs are being met within the accounts, particularly if there is an anticipated or actual change in revenue for the Town.



TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor, Mayor Pro Tem, and Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: September 6, 2022
SUBJECT: Legacy Loop Guardrail

BACKGROUND

The Colorado Department of Transportation plays an active role in determining how entrances and exits are created on and off highways within the State of Colorado. In instances where those access points are within the jurisdictional boundaries of the Town of Elizabeth, additional concerns arise. The planning and placement of guardrails on HWY-86 in Elizabeth falls upon Region 4 of CDOT. Region 4 is in Limon. The maintenance and upkeep of the guardrails is dictated through Region 1, which is the Denver-Metro area. As such, the Region dictating the guardrails is not the Region responsible for maintenance of the same. To compound the issue, Region 1 relies on their interpretation of Colorado Statute 43-2-135 to deny maintenance of any guardrail in Elizabeth.

For example, the guardrail located by Dairy Queen was installed at the insistence of Region 4. It has been damaged several times by trucks and other vehicles making right-hand turns onto HWY-86. We have asked Region 4 for assistance in the repair, and they assert that it is Region 1's responsibility. Region 1 asserts that it is Elizabeth's responsibility. If Region 1's interpretation of Colorado Statute 43-2-135 is correct, then it is an unfunded mandate in an amount of \$25,000 or more dollars.

As the Legacy Subdivision is built out, there is a need for a guardrail for Legacy Loop. As part of the planning process, discussions were held with CDOT regarding installation and maintenance of the new guardrail. Rather than continue with the circular logic of dealing with CDOT, E-86 Metro District, Lennar Colorado, LLC, and the Town of Elizabeth have tentatively sought an agreement to cost share the repairs to the new guardrail to be located off Legacy Loop.

ANALYSIS

To start the analysis, the Elizabeth Police Department has been asked to now include damage to guardrails as part of public improvements for purposes of citations and restitution should the matter go to court. In addition, the Town will begin asserting insurance claims against motor vehicle operators who cause damage to the Town's guardrails. This change in policy should help to offset some of the costs associated with repair and/or replacement of damages to guardrails in the future.

Regarding the Legacy Loop guardrail, both E-86 Metro District and Lennar Colorado, LLC have each agreed to tender \$10,000 to the Town of Elizabeth to assist with future maintenance of the guardrail at that location. These funds would largely offset the costs of any single replacement of the guardrail at Legacy Loop and could be used to offset any deductible or other joint payment that might be required in the future to offset the costs of repair or replacement to the guardrail. Based on several conversations with Staff, the attorney for E-86 Metro District prepared a letter agreement for the Board's review and possible approval.

The combination of the change in policy by the PD in issuing citations or obtaining information for insurance claims arising from damage to the guardrail, and the funds proposed by E-86 Metro District and Lennar Colorado, LLC should help alleviate future expenses associated with the Town's maintenance and upkeep of the Legacy Guardrail.

It should also be noted that the language of the letter agreement does not include the State of Colorado's Department of Transportation. In the event State Statute 43-2-135 is amended or interpreted differently in the future, or maintenance is altered between Region 1 and Region 4, nothing in the agreement should prevent the Town of Elizabeth from seeking assistance or funding from CDOT in the future.

STAFF RECOMMENDATION

Staff recommends that the Board of Trustees grants authority to the Town Administrator to execute the Letter Agreement entitled Guardrail within CDOT Right-of-way – Legacy Loop (the "Guardrail").

BUDGET CONSIDERATIONS

There are no expenditures associated with this Letter Agreement. The Letter Agreement, if accepted by the Board of Trustees, will provide \$20,000 to be set aside specifically and solely for the maintenance, repair, or replacement of the future Legacy Loop guardrail.

ATTACHMENTS

Resolution 22R45

Letter Agreement entitled Guardrail within CDOT Right-of-way – Legacy Loop (the "Guardrail").

Resolution

RESOLUTION 22R45

A RESOLUTION APPROVING A LETTER AGREEMENT BETWEEN THE TOWN OF ELIZABETH, E-86 METROPOLITAN DISTRICT, and LENNAR CONSTRUCTION, LLC REGARDING THE MAINTENANCE AND UPKEEP OF A GUARDRAIL AT LEGACY LOOP.

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

The Letter Agreement entitled *Guardrail within CDOT Right-of-Way – Legacy Loop (the “Guardrail”)*, and which is attached hereto as Exhibit A, is hereby approved by the Board of Trustees and the Town Administrator is authorized to execute the same on behalf of the Town of Elizabeth.

PASSED, APPROVED, and ADOPTED this _____ day of _____, 2022, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Megan Vasquez, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk

E-86 METROPOLITAN DISTRICT

c/o Special District Solutions, Inc.
2370 Antelope Ridge Trail
Parker, CO 80138-4235

September 1, 2022

Town of Elizabeth
c/o Patrick G. Davidson
151 Banner Street
Elizabeth, CO 80107

Lennar Colorado, LLC
Attn: Thomas Cyr
9193 Jamaica Street, 4th Floor
Englewood, Colorado 80112

Re: Guardrail within CDOT Right-of-way – Legacy Loop (the “Guardrail”)

Dear Patrick and Tom:

As we have been informed, the Colorado Department of Transportation has declined to accept ownership and maintenance responsibility for the Guardrail that has recently been installed within the State Highway 86 right-of-way north of the residential community commonly known as Legacy Village as generally depicted on Exhibit A hereto. As a result, the parties hereto, the Town of Elizabeth, Colorado, E-86 Metropolitan District, and Lennar Colorado, LLC, have reached an agreement regarding the maintenance responsibility for the Guardrail. Specifically, the parties agree as follows:

1. Within thirty (30) days of the execution of this Letter Agreement, E-86 Metropolitan District shall pay \$10,000.00 to the Town of Elizabeth for future maintenance of the Guardrail.
2. Within thirty (30) days of the mutual execution of this Letter Agreement, Lennar Colorado, LLC shall pay \$10,000.00 to the Town of Elizabeth for future maintenance of the Guardrail.
3. Upon receipt of the sums paid pursuant to this Letter Agreement, the Town of Elizabeth shall accept ownership of, and all future maintenance obligations related to the Guardrail. Neither the E-86 Metropolitan District or Lennar Colorado, LLC shall have any further obligations of any kind, including but not limited to monetary obligations, associated with the future maintenance, repair or eventual replacement of the Guardrail.

Acknowledged, Accepted and Agreed by the parties this 2nd day of September, 2022.

E-86 METROPOLITAN DISTRICT, a
Colorado quasi-municipal corporation

By: 
James E. Marshall, President

TOWN OF ELIZABETH, COLORADO

By: _____
Patrick G. Davidson, Town Manager

LENNAR COLORADO, LLC,
a Colorado limited liability company

By: Alan B. Carter
Its: VP of Land development



September 23, 2022

Management Team Updates

Community Development – Pam Cherry

Town Clerk – Michelle Oeser

- InvoiceCloud (online payment provider) will be providing reimbursement for Allison’s hotel, airfare, and transportation for her help at the Annual Caselle Conference. This a more than we expected they would help with.
- Town Hall staff is planning to participate in the Homecoming Parade.
- The Sawmill Bar and Grill submitted for their liquor license renewal.
- A Board booth space has been reserved for the Harvest Festival. Glow necklaces have been purchased as a give away item.
- Ornaments have been purchased for the Elves Workshop (Board tent) at the Mayor’s Tree Lighting. CORE Consulting (Town’s contracted engineering firm) have sponsored this activity.
- The jury trial that was scheduled for September 27th has been continued to a future date.
- The Town has been approved to issue passports. Staff is working on the next step to order the required paperwork, camera, printer, and to set up a training with a Town that currently issues passports.

Police – Chief Melvin Berghahn

📎 See attached Stats

Public Works and Utilities – Mike DeVol

📎 No Report

BUREAU OF CONSULAR AFFAIRS
PASSPORT SERVICES

Department of State

Washington, D.C.



Certificate of Designation

PASSPORT ACCEPTANCE FACILITY

Town of Elizabeth

Elizabeth, CO

is hereby designated as an Acceptance Facility of the Department of State for the purpose of accepting applications for passports and administering oaths in connection therewith. This designation will remain in effect only while acting in accordance with the rules set forth that granted status as a passport application Acceptance Facility,

Date August 24, 2022

DEPUTY ASSISTANT SECRETARY
FOR PASSPORT SERVICES



Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

Community Bank of Colorado Water Sewer (CBOC WATER SEWER) (4)
June 30, 2022

Account: 99105200

Bank Account Number: 21104000048

Bank Statement Balance:	661,621.36	Book Balance Previous Month:	382,344.31
Outstanding Deposits:	6,719.10	Total Receipts:	707,678.41
Outstanding Checks:	214,642.81	Total Disbursements:	637,020.24
Bank Adjustments:	695.17-	Book Adjustments:	.00
Bank Balance:	453,002.48	Book Balance:	453,002.48

Outstanding Deposits

Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount
1117	1,689.93	1120	883.05	1123	320.00	1130	528.93
1118	766.72	1121	161.87	1124	174.08		
1119	1,726.31	1122	318.21	1129	150.00	Total:	6,719.10

Deposits cleared: 85 items Deposits Outstanding: 10 items

Outstanding Checks

Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
1	24,353.61	9626	399.90	9980	1,199.00	9999	13.00
5	100.00	9688	599.98	9982	8,714.98	10000	265.00
8815	7.03	9763	349.75	9985	88.88	10001	14,476.00
8946	59.29	9809	54.95	9986	909.00	10002	960.00
9225	561.15	9888	250.00	9988	4,000.00	10003	4,947.64
9352	50.00	9954	2,950.00	9989	2,797.87	10004	10.40
9359	75.00	9955	35,726.00	9990	331.64	10005	1,000.00
9362	50.00	9959	590.00	9992	26,583.73	10006	1,764.91
9366	50.00	9967	155.79	9993	1,597.80	10007	250.41
9369	50.00	9968	200.00	9994	491.47	10008	852.96
9371	50.00	9969	94.86	9995	32,339.19	10009	182.22
9372	50.00	9973	220.00	9996	16,250.76	122210	20.00
9375	50.00	9976	82.00	9997	1,367.74	624220	2,021.34
9451	358.80	9978	1,500.00	9998	72.60	624220	22,096.16
						Total:	214,642.81

Checks cleared: 96 items Checks Outstanding: 56 items

Bank Adjustments

Description	Amount
-------------	--------

Description	Amount
Handwritten Payroll Check to be cashed i	490.17-

<u>Description</u>	<u>Amount</u>	<u>Description</u>	<u>Amount</u>
		Bank posted inv cloud deposits not yet i	205.00-
		Total:	<u>695.17-</u>

Book Adjustments

No book adjustments found!

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments



TOWN OF ELIZABETH

POLICE DEPARTMENT
MELVIN BERGHAHN, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

08/14/2022 to 09/03/2022



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 **08/14/2022 at 12:01 a.m. to 09/03/2022 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



TOWN OF ELIZABETH

POLICE DEPARTMENT
 MELVIN BERGHANN, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

08/14/2022 to 09/03/2022

Total Calls for Service:

536

Traffic Stops:

Total Stops:	Penalty Assessments:	Written Warnings:	Verbal Warnings:	Assisting Other Agencies
45	22	16	7	0

Parking Violations:

Total Parking Violations:	Parking Citations:	Parking Written Warnings:	Parking Verbal Warnings:
5	3	2	0

Other Calls for Service:

Call Type:	Number of Calls:
911	1
Alarm-Bank	1
Alarm-Business Burglary	2
Animal Barking	5
Animal Complaint	6
Animal Cruelty	1
Animal Rescue	1
Assist to Other Agency	3
Attempt to Contact	4
Business Check	24
Child Abuse	2
Citizen Assist	8



TOWN OF ELIZABETH

POLICE DEPARTMENT
 MELVIN BERGHANN, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

08/14/2022 to 09/03/2022

Citizen Contact	8
Civil Assist	2
Crime Prevention	28
Criminal Mischief	3
Drunk Subject	1
Domestic Violence	3
Drug Offense	1
Fireworks	1
Follow Up	25
Found Property	1
Fraud	1
Failure to Yield	3
Harassment	2
Increased Patrol	184
Informational Report	6
Littering Complaint	2
Livestock Complaint	1
Medical Assist	7
Menacing	1
Missing Child	1
Motorcycle Complaint	2
Motorist Assist	3
Municipal Ordinance Violation	18
Motor Vehicle Accident Property Damage	9
Motor Vehicle Accident with Unknown Injuries	1
Noise Complaint	2
Park Check	2
Parking Complaint	5
Report Every Drunk Driver Immediately	5
School Education	41
Sex Assault	2
Shots Fired	1
Special Assignment	2



TOWN OF ELIZABETH

POLICE DEPARTMENT
 MELVIN BERGHANN, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

08/14/2022 to 09/03/2022

Suicidal Subject	3
Suspicious Circumstance	6
Suspicious Person	2
Suspicious Vehicle	19
Traffic Complaint	4
Traffic Hazard	4
Traffic Stop	45
VIN Verify	12
Warrant Pickup	3
Welfare Check	5
Wildlife	1

Open and Active Investigations:

Case/Incident Number:	Call Type:	Details:
22-4519	Sex Assault	Investigation of a sex assault.
22-3061	Harassment	Investigation of a harassment at a local business.
22-4713	Fraud	Investigation of check fraud.
22-5712	Child Abuse	Investigation of a child abuse.
22-5444	Harassment	Investigation of a harassment at a local business.
22-5734	Suspicious Circumstance	Investigation of an incident that occurred at a Town park.

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:

08/14/2022 to 09/03/2022

Closed Case/Incident Reports:

Case/Incident Number:	Call Type:	Details:
22-5382	Death	EPD responded to an unattended death. It was believed to be of natural causes, pending further information from the Elbert County Coroner.
22-5442	Mental Health Hold	EPD responded to a local school on report of a suicidal juvenile. The student was evaluated by Centennial Mental Health, and direct placed into a mental health facility.
22-5123	Citizen Assist	EPD responded to a local park on report of a subject hitting golf balls.
22-5313	Unknown Trouble	EPD responded to a local residence on a 911 call. Upon arrival, the caller was experiencing a medical emergency, and was taken to the hospital.
22-5101	Municipal Ordinance Violation-Signs	Three signs were located in violation of the Town's sign code. They were removed and given back to the owner.
22-5191	Domestic Violence	EPD responded to a residence on report of a domestic violence call. After investigation, no crime had been committed.
22-5030	Municipal Ordinance Violation-Signs	Signs were located in the Town's right of way. The owner did not come to claim the signs, and they were discarded.
22-5408	Municipal Ordinance Violation-Signs	Signs were located in the Town's right of way. The owner did not come to claim the signs, and they were discarded.
22-5381	Suspicious Circumstance	EPD responded to a report of several juveniles that ran away from school. The juveniles were located and returned to school, and parents were informed.
22-5326	Suicidal Subject	EPD received a call of a possibly suicidal juvenile. It was discovered that the juvenile resided in Elbert County, and the information was forwarded to the Elbert County Sheriff's Office.



TOWN OF ELIZABETH

POLICE DEPARTMENT
 MELVIN BERGHANN, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

08/14/2022 to 09/03/2022

22-5418	Municipal Ordinance Violation-Vape	EPD responded to a local school on report of a juvenile in possession of a vape. As this was not the first offense for the juvenile, a Municipal summons was issued.
22-5415	Motor Vehicle Accident	EPD responded to a two-vehicle accident. The at fault driver was issued a Municipal summons.
22-5429	Motor Vehicle Accident	EPD responded to a local school on report of a property damage crash. The at fault driver was issued a Municipal summons.
22-5329	Assist to ECSO	EPD responded to assist ECSO for a stabbing that occurred in their jurisdiction.
22-5377	Municipal Ordinance Violation-Vape	EPD responded to a local school on report of a student in possession of a vape. As this was the students first offense, he was referred to the second chance program.
22-5246	Suspicious Circumstance	EPD responded to a possible vehicle trespass. After investigation, no crime had occurred.
22-5173	Municipal Ordinance Violation-Weeds	EPD observed a property that was out of compliance with the Town's weeds ordinance. The owner of the property came into compliance.
22-5178	Criminal Mischief	While on patrol, an EPD Officer observed graffiti at an abandoned building. No suspects were located.
22-5500	Assist to DCSO	EPD responded to assist DCSO at their request on a traffic stop in their jurisdiction.
22-5501	Traffic Stop	EPD responded to a possibly intoxicated driver. Upon contact with the motorist, it was discovered they were sober; however, several juveniles did not have proper car seats. A municipal summons was issued for several offenses.
22-5495	Criminal Mischief	While working an event, an EPD Officer observed damage to a fence. No suspect was located.
22-5607	Safe2tell	EPD received an anonymous report of a suicidal juvenile. The juvenile resided in Elbert County, and the information was forwarded to the Elbert County Sheriff's Office.



TOWN OF ELIZABETH

POLICE DEPARTMENT
 MELVIN BERGHANN, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

08/14/2022 to 09/03/2022

22-5443	Fraud	EPD responded to a cold fraud that occurred over the phone. No suspects were identified
22-5536	Suspicious Vehicle	While on patrol, EPD contacted a suspicious vehicle at a local school. Upon contact, it was discovered the subject was school staff.
22-5533	Warrant Arrest	A juvenile with an outstanding Municipal Bench Warrant turned themselves into EPD. They were fingerprinted and released to their parent.
22-5556	Warrant Arrest	An adult suspect turned themselves into EPD on a County Warrant. The suspect was taken into custody and booked into the Elbert County Jail.
22-5232	Municipal Ordinance Violation-Rubbish	A residence in Town was discovered to have rubbish in their yard. After working with Community Services, the property came into compliance.
22-5233	Municipal Ordinance Violation-Weeds	A property was located to be in violation of the Town's weeds ordinance. After working with Community Services, the property came into compliance.
22-5203	Municipal Ordinance Violation-Signs	Two garage sale signs were located in the Town's right of way. The signs were removed and discarded.
22-5407	Municipal Ordinance Violation-Signs	Signs were located in violation of the Town's sign ordinance. The owner removed them.
22-5349	Harassment	EPD responded to a harassment that occurred via text. The victim did not wish to pursue charges, and there was no evidence of a crime.
22-2968	Municipal Ordinance Violation-Rubbish	EPD concluded an investigation into a property for junk and debris.
22-5497	Motor Vehicle Accident	EPD responded to a motor vehicle accident. The at fault driver was issued a Municipal summons for a traffic offense.
22-5617	Motor Vehicle Accident-Hit and Run	EPD responded to a hit and run motor vehicle accident. EPD was able to locate the vehicle and a Municipal summons was issued.



TOWN OF ELIZABETH

POLICE DEPARTMENT
 MELVIN BERGHANN, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

08/14/2022 to 09/03/2022

22-5608	Traffic Stop	EPD pulled a motorist over for speeding in a school zone. Upon contact it was discovered that the motorist did not have insurance. a Municipal summons was issued for several traffic offenses.
22-5491	Domestic Violence	A citizen reported a possible domestic violence call. The reporting party did not cooperate with EPD, so that officers could investigate the case.
22-5129	Municipal Ordinance Violation-Weeds	A property was located to be in violation of the Town's weeds ordinance. After working with Community Services, the property came into compliance.
22-5373	Animal Complaint	EPD Community Services responded to a barking dog. The owner was contacted and came into compliance with all Town of Elizabeth dog ordinances.
22-5539	Suspicious Vehicle	While on patrol, EPD Officer's overheard a car alarm. They responded to the area and contacted the owner of the vehicle. There was no crime.
22-5644	Traffic Complaint	EPD responded to a report of a sports car running several stops signs. The vehicle was unable to be located.
22-5611	911	EPD responded to a local school on a report of a student calling 911. The student was located and found to be all right. No emergency was taking place, and the student was counseled on when they should call 911.
22-5675	Suicidal Subject	EPD responded to a juvenile who was reportedly suicidal. The juvenile was evaluated by Centennial Mental Health at the police department and released to a parent.
22-5744	Motor Vehicle Accident	EPD responded to a two-vehicle accident. The at fault driver was issued a Municipal summons for a traffic offense.
22-5732	Criminal Mischief	A student at a local school damaged a school laptop. The school did not request any charges be pursued.
22-5735	Soliciting Complaint	EPD responded to reports of a male soliciting in Town. The male was contacted and advised to obtain a permit through Town Hall.



TOWN OF ELIZABETH

POLICE DEPARTMENT
 MELVIN BERGHANN, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

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08/14/2022 to 09/03/2022

22-4851	Municipal Ordinance Violation-Weeds	A property was located to be in violation of the Town's weeds ordinance. After working with Community Services, the property came into compliance.
22-5766	Suspicious Circumstance	EPD responded to a reported trespass. After investigation, no crime had occurred.
22-5742	Warrant Arrest	EPD received a Flock hit on a party with outstanding warrants. The party was located and subsequently arrested and booked into the Elbert County jail on the warrants.
22-5746	Motorcycle Complaint	EPD responded to a complaint of several juveniles riding motorcycles in a neighborhood. No crime occurred.
22-5710	Suicidal Subject	EPD received information that an adult was possibly suicidal and driving through Town. The party was later stopped by Douglas County Sheriff's Office and was found to be okay.
22-5504	Domestic Violence	EPD responded to a call of a possible domestic violence. After investigation, it was discovered no crime had occurred.
22-5649	Civil Assist	EPD responded to a request for a civil standby property exchange. No crime occurred.
22-5780	Domestic Violence	A citizen reported a possible domestic violence call. Upon investigation, it was discovered no crime had occurred.
22-5792	Motor Vehicle Accident	A two-vehicle motor vehicle accident occurred. The at fault driver was issued a Municipal summons for a traffic offense.
22-5784	Informational Report	A parent at a local school expressed concern for their child riding the bus. As it was a school issue and no crime had occurred, the information was passed on to the school district.
22-5761	Found Property	A wallet was turned into EPD. The owner was located, and it was returned to them.
22-5673	Welfare Check	EPD responded with the Department of Human Services to a residence in Town on a welfare check. The party was found to be okay, and no crime occurred.



TOWN OF ELIZABETH

POLICE DEPARTMENT
 MELVIN BERGHANN, CHIEF OF POLICE

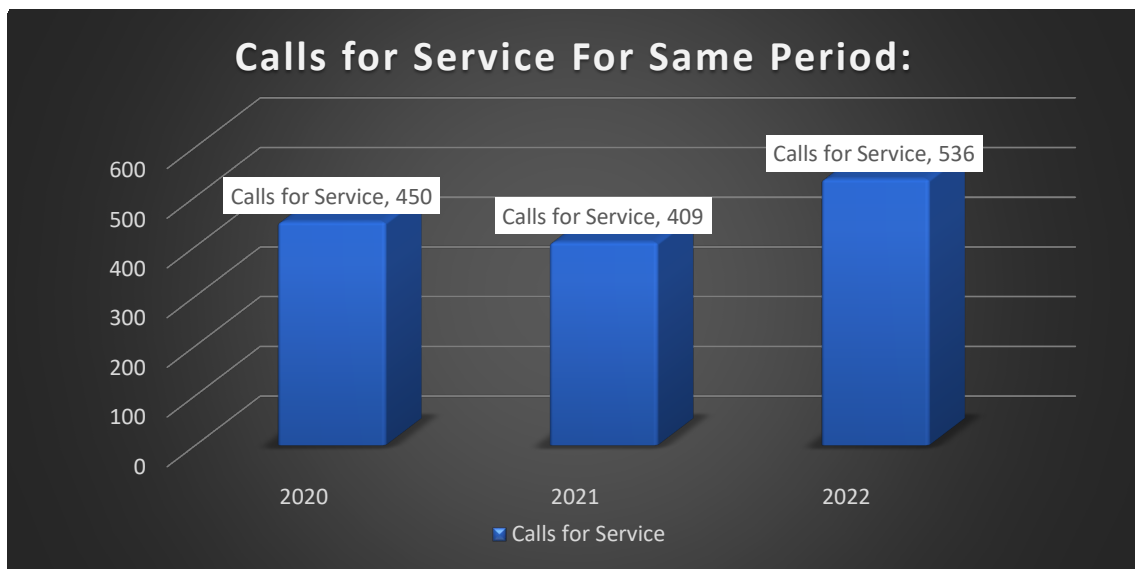
Elizabeth Police Department Activity Statistics Report

Reporting Period:

08/14/2022 to 09/03/2022

22-5508	Motor Vehicle Accident	EPD responded to a hit and run motor vehicle crash. Upon review of video footage, it was unclear if a crash occurred.
22-5787	Motor Vehicle Accident	EPD responded to a two-vehicle motor vehicle crash. The at fault driver was issued a Municipal summons for a traffic offense.

Historical Data:





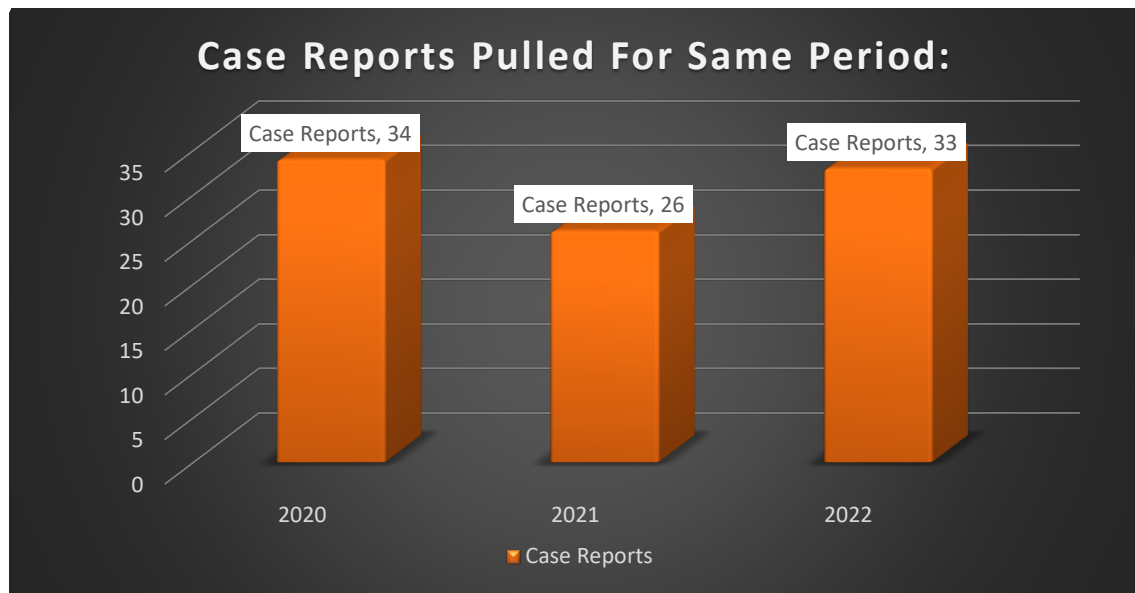
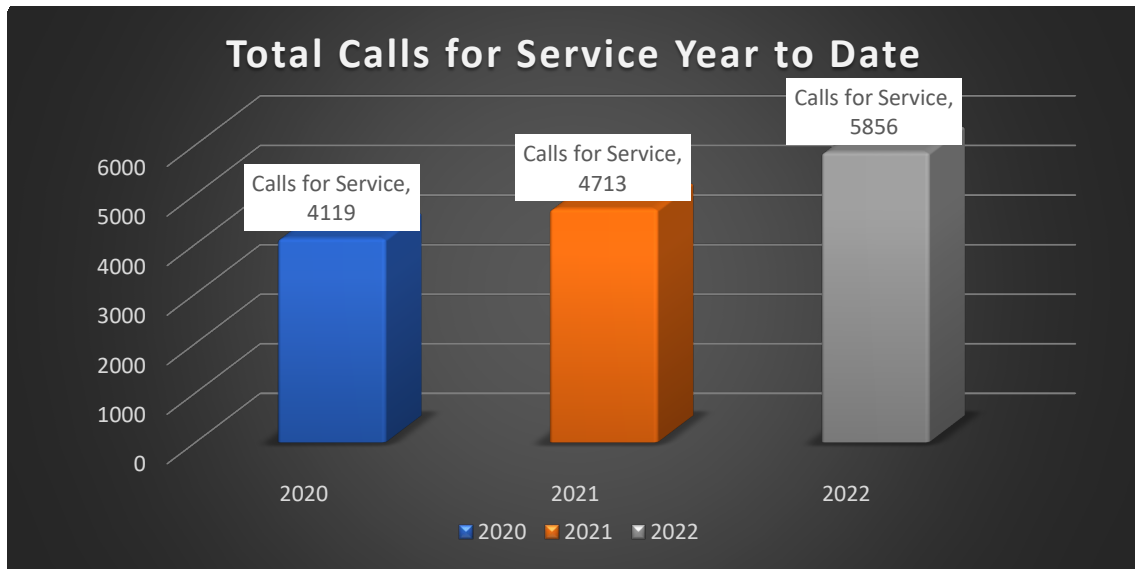
TOWN OF ELIZABETH

POLICE DEPARTMENT
MELVIN BERGHANN, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

08/14/2022 to 09/03/2022





TOWN OF ELIZABETH

POLICE DEPARTMENT
MELVIN BERGHANN, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

08/14/2022 to 09/03/2022

Chief of Police's Advisements:

EPD is happy to announce that the Student Academy has officially started! Currently 38 students are signed up, the first day consisted of registration, introductions along with curriculum on Taser and pepper spray. The Mayor discussed responsibilities of the Town Board, and senior police officers discussed their duties. Expectations of students were covered along with the expectations of officers. Everyone had a good chance to mingle and learn about one another while we grilled hot dogs. Along with this, EPD demonstrated exposures to Taser and pepper spray. A big shout out to Officer Burnley, Officer Tucker, Officer Herbel, Officer Sage, CSL Gherbaz, VIP Kemling and to the 2 students that returned after attending the academy for 4 years to be tased as adults, Ian and Riley. Without them volunteering the lesson plans would not have been impactful.

EPD in cooperation with Second Chance Bicycles acquired 38 lightly used bicycles. Currently EPD has appointments with 2 families to help get the kid's bikes and helmets donated to us by Denver Health. To date 6 bikes have found new homes, and in the coming days we look forward to placing more bikes with more families.

EPD is happy to announce that all staff has been trained on the Citizen Contact app. The app ensures officers are complying with SB-217, HB-1250 and HB-114 that bring more complexity in recording the data elements of CFS and Pro-active contacts with the public. Previously, officers were utilizing an excel spreadsheet. This was found to be time consuming and cumbersome. This app reduces officer time in completing citizen contact information in a user-friendly app that is CJIS compliant. EPD joins the over 150 agencies on this app free of charge.

If you have any questions, please let me know!

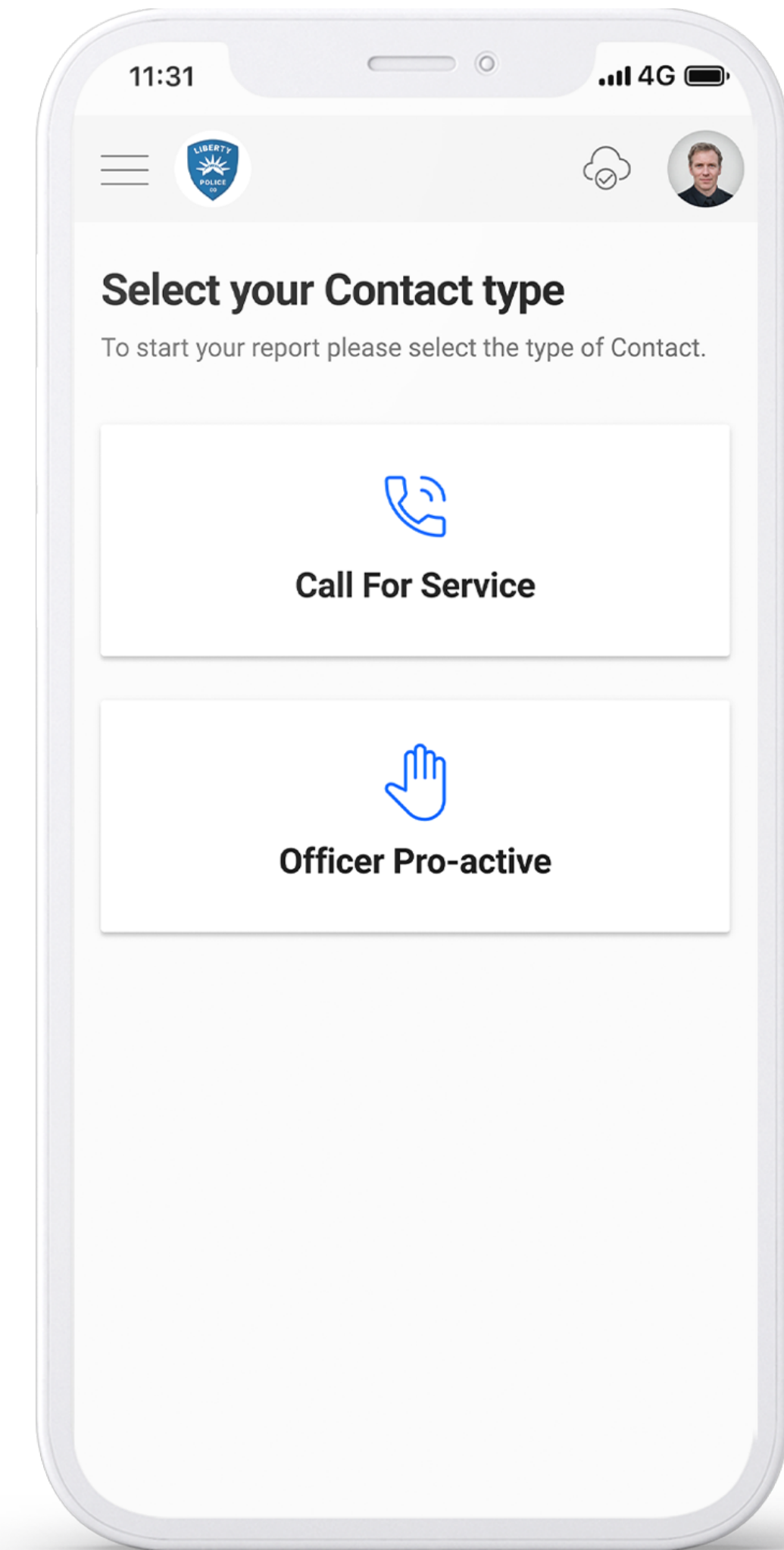
Respectfully,

Chief Melvin Berghann

CitizenContact

BY SMARTFORCE®

Making the world a safer place
Every contact, Every time



SB-217/HB-1250/HB-1142

Contact Data Collection, Analysis, & Reporting Challenges

- Expensive & takes too long for CAD/RMS and other 3rd Party Vendors or IT Departments to add data collection fields to stay in compliance with State Law changes
- CAD/RMS, 3rd Party Vendors, and IT Staffs not able to provide data reporting to the State in the required JSON file reporting format
- Homegrown systems or spreadsheets not user friendly, time-consuming, not CJIS compliant, error-prone, and may require a Records and Officers to correct errors when trying to report to the new State portal
- Don't have easy tools to detect trends or provide real-time analysis of your agency's contact data



CitizenContact
BY SMARTFORCE®

- **User-friendly app**
with Smart form to guide officers through the required contact data fields on either MDC's or Smartphones
- **Auto-populates key data**
like Day, Time, Location, Agency ORI, and more to reduce officer input time & user errors
- **Generates agency reports in Excel format**
for quick and easy analysis of your data prior to sending to the State portal
- **Automatically updates**
when State laws change and require new data fields with no interruption in service
- **Provides State Required JSON files**
every month for easy upload to the DCJ portal

CITIZENCONTACT APP

CitizenContact captures all required SB-217, HB-1250, and HB-1142 data and auto-populates certain fields like day, time, location, agency ORI, and more.

The screenshot displays the 'Complete Contact form' interface of the CitizenContact app. At the top, the status bar shows the time as 11:31, 4G signal strength, and battery level. The app header includes a menu icon, the Liberty Police logo, a cloud icon, and a user profile picture. The main content area is titled 'Complete Contact form' and contains the following sections:

- Citizens Information:** Displays 'Citizen 1 - White, Non-Hispanic, Male, 25 - Traffic Stop; Warning; Traffic: Parking Violation.' with a right-pointing chevron icon. Below this is a blue button labeled 'Add Citizen'.
- General Information:** Contains three input fields:
 - Date *:** 08/08/2022, with a calendar icon and the number 31.
 - Time *:** 11:31 PM.
 - Location *:** 898-836 Humboldt Street, Denver, CO, USA.
- Location Details:** A text input field.

At the bottom of the form, there are two buttons: 'Cancel' and 'Submit'.

Summary Advantages of CitizenContact by SmartForce®

- Over 150 Colorado agencies are using CitizenContact to easily comply to SB-217, HB-1250, and HB-1142 State law requirements.
- User-friendly smart-form that auto-populates certain data to reduce officer input time.
- CJIS compliant solution with no IT burden and little admin management.
- Robust and easy to use data analysis & reporting features for improving performance, meeting state requirements, and sharing transparently with your community.

2022 ELIZABETH POLICE **DEPARTMENT'S STUDENT** **POLICE ACADEMY**

WHEN:

Every Wednesday evening from **09/07/2022 to 11/30/2022**
from **4:30 P.M. to 8:30 P.M**

WHERE:

Class will begin and end at EPD, 425 S. Main St. Elizabeth,
Colorado, 80107

MORE INFORMATION:

Topics will include:

- Firearms and Less Lethal Range
- Law Enforcement Driving Course
- Defensive Tactics
- First Aid and CPR Certification
- K-9 Tracking
- Use of Force Simulator
- Counterterrorism
- And so much more!

This academy is so much more than classroom time. Students will receive hands on and practical training from qualified and experienced instructors in a safe and controlled environment. Food will be provided to the students. Parents are welcome to attend!

Visit our website to learn more:

<https://www.townofelizabeth.org/police/page/elizabeth-police-department-student-academy>

The academy is FREE and is fully sponsored by the Town of Elizabeth and several generous sponsors



ATTENTION HIGH **SCHOOL** **STUDENTS!**

WHO CAN ATTEND:
Any high school aged student from Elizabeth, Simla, Elbert, or Kiowa High Schools. Homeschooled students are welcome as well!

REGISTRATION
OPEN:
06/01/2022

REGISTRATION
DEADLINE:
08/24/2022

TO REGISTER:
PLEASE CONTACT:
Sergeant Sean Bigler
sbigler@
townofelizabeth.org
303-646-4664 x571

Applications will also be available at EPD.



TOWN OF ELIZABETH
POLICE DEPARTMENT

Schedule:

- 1. 09/07/2022**
 - a. Welcome
 - b. Taser Demonstration
- 2. 09/14/2022**
 - a. Colorado Parks and Wildlife Poaching Investigations (animal necropsy)
 - b. Defensive Tactics and Self Defense
- 3. 09/21/2022**
 - a. School Resource Officer Presentation
 - b. Driving Course (golf carts)
- 4. 09/28/2022**
 - a. Victim Advocate Presentation
 - b. Driving Under the Influence
 - c. Crash Investigation
 - d. Beer Goggles (with and without golf carts)
- 5. 10/05/2022**
 - a. Field trip to Limon Correctional Facility
- 6. 10/12/2022**
 - a. EPD K-9 Presentation and live track
 - b. First Aid (American Heart Association Certificate will be earned)
- 7. 10/19/2022**
 - a. Centennial Mental Health Presentation.
 - b. CPR (American Heart Association Certificate will be earned).
 - c. Air Life Presentation.
- 8. 10/26/2022**
 - a. Field trip to the Counterterrorism Education Learning Lab (CELL) in Denver.
- 9. 11/02/2022**
 - a. Firearms Safety Briefing
 - b. Firearms Range
 - c. Less Lethal Range
 - d. Simmunitions Range
- 10. 11/09/2022**
 - a. Sexting Presentation .
 - b. Officer Involved Shootings.
 - c. Use of Force simulator.



TOWN OF ELIZABETH
POLICE DEPARTMENT

11. 11/16/2022

- a. Loss Prevention presentation
- b. Building clearances
- c. Crime scene investigations

12. 11/23/2022

- a. Graduation Dinner at Spring Valley Golf Course

If you have any questions, please do not hesitate to reach out to us at 303-646-4664,
contact Sergeant Kurt Hulce or Sergeant Sean Bigler

Parents are welcome to observe all classes



NOTICE
AREA UNDER
VIDEO SURVEILLANCE

RECEIVED
TRAINING
COMMUNITY
SAFE TEAM

TRAILER
BLOCK



TOWN OF ELIZABETH

MICHAEL DEVOL, PUBLIC WORKS DIRECTOR

TO: Honorable Mayor and Town Board of Trustees
FROM: Mike DeVol, Public Works Director
DATE: September 13, 2022
SUBJECT: Public Works Monitoring Report

*Town Street Paving Improvements Project:

1. PW has completed a punchlist and has the contractor slated for the week of August 22.
2. PW will be working through punch-list items street by street as time allows.
3. Paving of County Rd 13 is completed. The Project remains Open as we have striping, new speed limit Signs and posts to install, as well as finish ditches and seeding.
4. Street Striping for 2022 has concluded. Cross walks that need touched up will be completed the end of August.

*Town Street Repairs:

1. Repairs of CR 13 North of Hwy 86 were completed 9-6-22 which included Dip/Low area, and 2 Valve Box Elevation corrections and lid replacements.

*Town Main St. Decorations:

1. Flowers look in good shape as we have not had hail or frost this summer....yet.

*Town Wells, Tanks and Effluent:

1. See attached.

* Town Water Line Emergency Repair:

1. Pending scheduled repair at 349 Elm St. for week of Aug. 22nd/minimal public impact/1 home.
2. Repair was completed/it was a pin hole in service line 3 feet from main line. Service line is Black PVC Poly piping that is not in Town Code. PW will address the pipe from Corporation Stop at main line to meter pit for Town compliance.

*Town Hall Landscaping Plan:

1. Landscaping has begun and is showing great progress.

*Town Walkway Repairs:

1. Sidewalk repairs and replacements have begun and will continue through the summer.

* Town Snow Plowing and Street Sweeping:

1. PW has received the second truck and is currently installing equipment, tool boxes, plow, headache rack.



TOWN OF ELIZABETH

MICHAEL DEVOL, PUBLIC WORKS DIRECTOR

***Town New Wells at Ritoro/Gold Creek Valley:**

1. New Arapahoe and Denver Wells are scheduled to be Operational in September October time period.
2. The Building contract is currently at completion of September 26, 2022, it is likely that AD Miller will ask for a contract extension likely ending Well House completion in November.
3. The Back-up Generator is being held up in production and may not arrive until February of 2023.

***Town Trail Project:**

1. Annual Walk through for Grant Compliance was successful and a full report is pending.
2. Annual Walk and Talk by Historic Board Scheduled Sat. September 24th. PW will provide transportation for the mobility impaired.

***Gold Creek Lift Station Improvements:**

1. Ground-breaking August 22nd, 2022
2. Heavy Construction September and October and complete early November 2022.
3. Groundwater Dewatering and Erosion Control plans are in affect.
4. Pumps, Electrical, Parts are all in possession.

*Eligibility Surveys for Water and Wastewater Capitol projects have been completed and accepted by Colorado Department of Public Health and Environment (CDPHE). The eligibility surveys allow for the town to be in line for any funding that may be available for future projects.

***Town Clean Up Day/ Paint Round-Up/Arbor Day**

1. Town Clean-up yielded the following:
 - 3 ½ Roll-off dumpsters of trash and household debris.
 - 457 pounds of Computer Materials.
 - 2,065 pounds of Display Material (TV, Monitors).
 - 1,079 pounds of mixed electronics.
 - 82 pounds of mixed batteries.
 - 125 gallons of mixed automotive oil (free pick up by local user)
 - 80 gallons of misc. 1-5 gal. containers of paint (free pick up by Paint Care Colorado)
 - 400 pounds of mixed scrap metal (free pick up by local)

***Town Public Works Road Extension:**

1. Public Works has received numerous phone calls from town and out of town residents extending their Gratitude for the paving of County Rd 13/ Pine Ridge St to the Town's Water Tanks. PW has received Concerns of excessive speeds, vehicles passing, wildlife encounters and pedestrian safety. PW has assured them that with new signage, striping and law enforcement presence traffic will slow down and safer for pedestrians, wildlife and drivers.



TOWN OF ELIZABETH

MICHAEL DEVOL, PUBLIC WORKS DIRECTOR

2. PW will continue to mitigate line of sight by removing small trees at Gold Creek Drive looking South for Traffic safety concerns within Town Right of Way.

*Town Farmers Market:

Event Park Name is Running Creek Park (RCP).

1. N/A

*Town Parks and Right of Way (ROW):

1. Mowing and tree trimming within Parks and ROW are ongoing projects.

Upcoming Projects:

1. Legacy Village Pre-Construction meeting was held January 10th on-site to begin preparations for Excavation. Inspections of Water and Sewer lines are completed with punch list of items to be repaired.

Legacy Village has completed their High Chlorine Residual tests as well as Bacteriological testing. Pressure testing of Water and Sewer lines has been completed and accepted.

1. McDonalds project has begun installation of Water and Sanitary Sewer lines.
2. Pine Ridge Apartments has begun installing Storm, Water and Sanitary Sewer lines for the project.
3. Zigg's Coffee has installed Sanitary Sewer line and tie-in to Town's existing sewer main.
4. Widening of Hwy 86 has begun to accommodate Legacy Village Right IN-Right OUT lanes. The Town Welcome sign has been removed and stored awaiting re-installation after road widening project is complete.

Mail Kiosk:

1. Mail Kiosk are installed.

Mike DeVol
Town of Elizabeth
Public Works Director
GCWWTP Operations
303-913-6453
mdevol@townofelizabeth.org



TOWN OF ELIZABETH

TO: Honorable Mayor and Board of Trustees
FROM: Karli Pronske Student Liaison
DATE: September 7th, 2022
SUBJECT: Student Liaison Report

SUMMARY

School starts up and students get back into the swing of things!

Elizabeth High School has opened its doors again for the 2022-2023 school year and students are taking full advantage of every opportunity EHS has to offer. Upperclassmen are being offered personalized internships that connect to their career interests, ranging from coaching at the middle school to making cakes at a local bakery.

Our on-campus opportunities keep growing as well. Last semester, the Certified Nurse's Assistant building became available for students, and now there is also a class for Auto Shop with its own specific building as well. In fact, there's even going to be a "Grand Opening" Car Show and Fundraiser on September 17th to celebrate the new program. And like last year, students have the opportunity to attend Pickens Technical College or Arapahoe Community College to get a head start on college credits.

As for extracurricular activities at EHS, many clubs, such as FBLA (Future Business Leaders of America), FCCLA (Family, Career, and Community Leaders of America), TSA (Technology Student Association), Cardinal Crusaders (a Christian club) and NHS (National Honor Society), have had their first meetings of the year and are planning for a great year ahead.

Our fall sports started at the beginning of August and currently our Varsity Softball team is undefeated in league, Varsity Football continues to go undefeated, Varsity Volleyball won their first game and battled hard against Discovery Canyon (a 5A team), Varsity Gymnastics had their first home meet and are predicted to have an amazing season after the last 3 state titles they won, and our Cross Country, Boys Golf, and Boys Soccer teams have all started their seasons off strong and continue to improve with each game/tournament.

EHS Students are beginning to prepare for Homecoming Week, which is September 26th-30th, and they couldn't be more excited for all of the activities such as Iron Man, Spirit Week, the Bonfire, the Homecoming Parade, and the dance!!



**MAIN STREET BOARD OF DIRECTORS – RECORD OF PROCEEDINGS
AUGUST 11, 2022**

CALL TO ORDER

The Regular Meeting of the Main Street Board of Directors was called to order on Thursday, August 11, 2022, at 8:34 AM by President Tedd Lipka.

ROLL CALL

Present were President Tedd Lipka, Vice President Linda Bulmer, and Board Members Michael Hussey, Jeff Struthers, Kurt Prinslow, and Brandon Jeffress. There was a quorum to conduct business.

Also present were, Planner/Project Manager Zach Higgins, Town Clerk Michelle Oeser, and Chief of Police Melvin Berghahn. Community Development Director Pam Cherry, and Public Works Director Mike DeVol attended via Zoom.

AGENDA CHANGES

No agenda changes by staff or Board.

MINUTES

Regular Minutes of July 11, 2022

Motion by Mr. Hussey, seconded by Vice President Bulmer, to approve the minutes from July 11, 2022.

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

NEW BUSINESS

Discussion regarding Main Street Streetscape and recent public meetings

Planner/Project Manager Zach Higgins gave a staff report. Discussion on parking followed.

Follow up discussion on the Board's meet and greet.

Discussion regarding Main Street Resident Canvassing



TOWN OF ELIZABETH

Mr. Higgins gave a staff report on plans for canvassing residents located on Main Street.

Discussion regarding social media

Mr. Higgins gave a staff report on social media for the Main Street Board of Directors.

Discussion regarding Downtown District Height Requirements and Lot Coverage

Mr. Higgins provided a staff report on height requirements and lot coverage.

STAFF REPORTS

- Mr. Higgins stated that the 3rd design meeting, which is at 80% design phase, is on October 13th at 6:00 p.m.
- Mr. Higgins went over his written report.

BOARD REPORTS

- Vice President Bulmer discussed the Mayor's Tree Lighting event.
- President Tedd Lipka discussed getting an AV system for Running Creek Park.

ADJOURNMENT

Motion by Mr. Hussey, seconded by Mr. Struthers, to adjourn meeting at 10:28 AM.

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



President Tedd Lipka



Deputy Town Clerk Harmony Malakowski

