



TOWN OF ELIZABETH

TOWN OF ELIZABETH – UPDATED 2/13/22
BOARD OF TRUSTEES REGULAR MEETING
Tuesday, February 14, 2023 at 7:00 PM
Town Hall, 151 S. Banner Street

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

UNSCHEDULED PUBLIC COMMENT

AGENDA CHANGES

CONSENT AGENDA

- [1.](#) Minutes of the Regular Meeting of January 24, 2023, at 7:00 p.m.

PUBLIC HEARING

- [2.](#) Protectors of Elizabeth Special Event Liquor License application - Michelle Oeser

NEW BUSINESS

- [3.](#) Discussion and possible action approval of a Special Event Liquor License application for the Protectors of Elizabeth event– Michelle Oeser
- [4.](#) Discussion and possible action on Resolution 23R09, a Resolution approving the personal services agreement between the Town and Jason Piter doing business as JP Events & Marketing for the Wine In The Pines Event – Patrick Davidson
- [5.](#) Discussion and possible action on Resolution 23R10, a Resolution approving the License Agreement between the Town and the Elizabeth Brewing Company – Patrick Davidson
- [6.](#) Presentation on Olde Town Circulation Study – Matt Brown with Stolfus
- [7.](#) Discussion and request direction on the Streetscape Design – Zach Higgins
- [8.](#) Discussion and possible action on 23R11, a Resolution authorizing the Director of Public Works to expend funds for purpose of the demolition or improvements located at 171 South Banner Street, Elizabeth, Colorado – Patrick Davidson

MANAGEMENT MONITORING REPORTS

- [9.](#) Management Monitoring Reports

BOARD OF TRUSTEES REPORTS

10. Board Reports

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

STUDENT LIAISON REPORT

- [11.](#) Student Liaison report – Karli Pronske

MINUTES

- [12.](#) Minutes of the Historic Advisory Board of Directors meeting of January 9, 2023
- [13.](#) Minutes of the Planning Commission meeting of December 6, 2022

EXECUTIVE SESSION

14. “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).” For purposes of authorize Town Administrator or his representative to negotiate possible land purchase for the benefit of the Town of Elizabeth.

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

January 24, 2023

CALL TO ORDER

The Regular Meeting of the Board of Trustees of the Town of Elizabeth was called to order on Tuesday, January 24, 2023, at 7:01 p.m. by Mayor Nick Snively.

OATH OF OFFICE

1. Administer Oaths of Office to Barb McGinn and Joe Belongia

Town Clerk Michelle administered the Oath of Office to Ms. McGinn and Mr. Belongia.

ROLL CALL

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

Also present were Town Administrator Patrick Davidson, Town Clerk Michelle Oeser, Planner/Project Manager Zach Higgins, Town Attorney Corey Hoffmann, and Student Liaison Karli Pronske. Guest Jeff Engel was also in attendance.

PLEDGE OF ALLEGIANCE

Nick Snively led the Board in the Pledge of Allegiance.

UNSCHEDULED PUBLIC COMMENT

There was no public comment.

AGENDA CHANGES

Town Administrator Patrick Davidson asked to add Resolution 23R09 as item number 9.

No agenda changes from the Board.

Agenda set.

CONSENT AGENDA

2. Minutes of the Special Meeting of January 10, 2023, at 7:00 p.m.

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



ADVISORY BOARD QUARTERLY REPORTS

3. Historic Advisory Board Quarterly Report

Chair John Quest gave the Board a report of accomplishments and future projects of the Historic Advisory Board.

NEW BUSINESS

4. Discussion and possible action on the appointment of George Fick to the Planning Commission for a term through 12/31/2026

Motion by Trustee Payne, seconded by Trustee Einspahr, to appoint George Fick to the Planning Commission for a term through 12/31/2026.

The vote of those Trustees present was 7 in favor and 0 opposed. Motion passed unanimously.

5. Discussion and possible action on Ordinance 23-01, an Ordinance amending Article X of Chapter 6 regarding Mobile Food Trucks and Pushcarts

Motion by Mayor Snively, seconded by Trustee Einspahr, to approve Ordinance 23-01, an Ordinance amending Article X of Chapter 6 regarding Mobile Food Trucks and Pushcarts. A roll call vote was taken. The vote of those Trustees present was 7 in favor and 0 opposed. Motion passed unanimously.

6. Discussion and possible action on Resolution 23R-07, a Resolution adopting Food Truck License Fees

Motion by Trustee Payne, seconded by Mayor Pro Tem Secrist, to approve action on Resolution 23R-07, a Resolution adopting Food Truck License Fees.

A roll call vote was taken. The vote of those Trustees present was 7 in favor and 0 opposed. Motion passed unanimously.

7. Discussion and possible action on Ordinance 23-02, an Ordinance amending the Land Use and Development Code of the Town of Elizabeth by adding a Pre-Application meeting requirement for certain applications

Motion by Mayor Snively, seconded by Trustee Payne, to approve Ordinance 23-02, an Ordinance amending the Land Use and Development Code of the Town of Elizabeth by adding a Pre-Application meeting requirement for certain applications.



A roll call vote was taken. The vote of those Trustees present was 7 in favor and 0 opposed. Motion passed unanimously.

8. Discussion and possible action on Resolution 23R08, a Resolution reaffirming the Town of Elizabeth's Code of Conduct for Elected Officials

Motion by Mayor Pro Tem Secrist, seconded by Trustee Payne, to approve Resolution 23R08, a Resolution reaffirming the Town of Elizabeth's Code of Conduct for Elected Officials. A roll call vote was taken. The vote of those Trustees present was 7 in favor and 0 opposed. Motion passed unanimously.

9. Discussion and possible action on Resolution 23R09, a Resolution approving the Intergovernmental Agreement between the Town of Elizabeth and the Board of County Commissioners for Douglas County on behalf of the Douglas County Sheriff's Office for Interim Law Enforcement

Motion by Trustee Payne, seconded by Trustee Einspahr, to approve a Resolution approving the Intergovernmental Agreement between the Town of Elizabeth and the Board of County Commissioners for Douglas County on behalf of the Douglas County Sheriff's Office for Interim Law Enforcement. A roll call vote was taken. The vote of those Trustees present was 7 in favor and 0 opposed. Motion passed unanimously.

MANAGEMENT MONITORING REPORTS

- Town Administrator Patrick Davidson asked the Board for direction on dogs in Running Creek Park during events.
- Mr. Davidson discussed an upcoming meeting with Jason Piter about the upcoming Wine In the Pines event.
- Mr. Davidson discussed having the Town Birthday/Movie Night on August 25, 2023.
- Mr. Davidson informed the Board that Mr. Gregory will be coming to a future meeting with a presentation on a possible project on the Gesin Lot.
- Town Clerk Michelle Oeser gave the Board an update on the status of on where we are in the passport service start-up.
- Ms. Oeser discussed plans/ideas for the Town Movie Night.
- Planner/Project Manager Zach Higgins updated the Board on the rescheduled water training.
- Mr. Higgins gave an update on the Old Town Traffic Study meeting.



- Mr. Higgins let the Board know that Stolfus representatives will be at the February 14th meeting to present the findings of the traffic study.
- Mr. Higgins let the Board know that the Historic Advisory Board members are attending the Saving Places Conference.
- Town Attorney Corey Hoffmann discussed a memo he had supplied the Board with on Kratom.

BOARD OF TRUSTEE REPORTS

- Trustee Ternus discussed seeing Mayor Snively on the news discussing the Town post office.

STUDENT LIAISON REPORT

- Ms. Pronske provided a written report to the Board.

MINUTES

10. Minutes of the Historic Advisory Board Meeting of December 5, 2022

11. Minutes of the Main Street Board of Directors Board Meeting of December 12, 2022

EXECUTIVE SESSION

Motion by Mayor Snively, seconded by Trustee Payne, to adjourn the regular meeting at 8:58 p.m. and enter into an executive session “To hold a conference with the Town’s attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402 (4)(b) regarding the process following the receipt of a referendum petition.

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

Motion by Trustee Payne, seconded by Mayor Pro Tem Secrist, to adjourn the executive session, and return to the regular meeting at 9:32 p.m.

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

ADJOURNMENT

Motion by Trustee Einspahr, seconded by Mayor Pro Tem Secrist, to adjourn the meeting at 9:33 p.m.

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



TOWN OF ELIZABETH

Town Clerk Michelle Oeser

Mayor Nick Snively



TOWN OF ELIZABETH

MICHELLE OESER TOWN CLERK

TO: Honorable Mayor and Board of Trustees
FROM: Michelle Oeser Town Clerk
DATE: February 14, 2023
SUBJECT: Protectors of Elizabeth

SUMMARY

On January 11, 2023, the Elizabeth Firefighters Community Foundation applied for a Special Event Liquor Permit and a Special Event Permit for the Annual Protectors of Elizabeth Tribute event. The Special Event at Running Creek Park will be held under Don Means name. The use of Running Creek Park was approved by Administrator Patrick Davidson.

All necessary paperwork, fees, and posting have been completed and turned in as required. All partner agencies and town departments have reviewed the application and have no concerns with the planned event.

STAFF RECOMMENDATION

Staff recommends approval of the Elizabeth Firefighters Community Foundations Protectors of Elizabeth Tribute Special Event License application.

ATTACHMENTS(S)

Special Event Liquor Permit Application

Application for a Special Events Permit

Departmental Use Only

Town of Elizabeth

RECEIVED

JAN 11 2023

Town of Elizabeth

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

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

LIAB Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110 <input type="checkbox"/> Malt, Vinous And Spirituous Liquor \$100.00 Per Application	Liquor Permit Number
2170 <input checked="" type="checkbox"/> Fermented Malt Beverage \$100.00 Per Application	

1. Name of Applicant Organization or Political Candidate ELIZABETH FIREFIGHTERS COMMUNITY FOUNDATION	State Sales Tax Number (Required)
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2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) PO BOX 441, ELIZABETH, CO 80107	3. Address of Place to Have Special Event (include street, city/town and ZIP) 500 E KIOWA AVE ELIZABETH, CO 80107
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4. Authorized Representative of Qualifying Organization or Political Candidate RUSTY BOOTH	Date of Birth	Phone Number
Authorized Representative's Mailing Address (if different than address provided in Question 2)		

5. Event Manager Don mennis	Date of Birth	Phone Number
Event Manager Home Address (Street, City, State, ZIP)		
Event Manager Email Address		

6. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input type="checkbox"/> No <input type="checkbox"/> Yes License Number _____
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8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No				
List Below the Exact Date(s) for Which Application is Being Made for Permit				
Date	Date	Date	Date	Date
Hours From	Hours From	Hours From	Hours From	Hours From
To	To	To	To	To

Oath of Applicant

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

Signature Rusty Booth	Title Board President	Date 1/11/23
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Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

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

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY			
Liability Information			
License Account Number	Liability Date	State	Total

(Instructions on Reverse Side)

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Elizabeth Firefighters Community Foundation, Inc.

is a

Nonprofit Corporation

formed or registered on 04/08/2005 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20051147317 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/06/2023 that have been posted, and by documents delivered to this office electronically through 01/11/2023 @ 14:16:32 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/11/2023 @ 14:16:32 in accordance with applicable law. This certificate is assigned Confirmation Number 14602061 .



Jena Griswold

Secretary of State of the State of Colorado

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



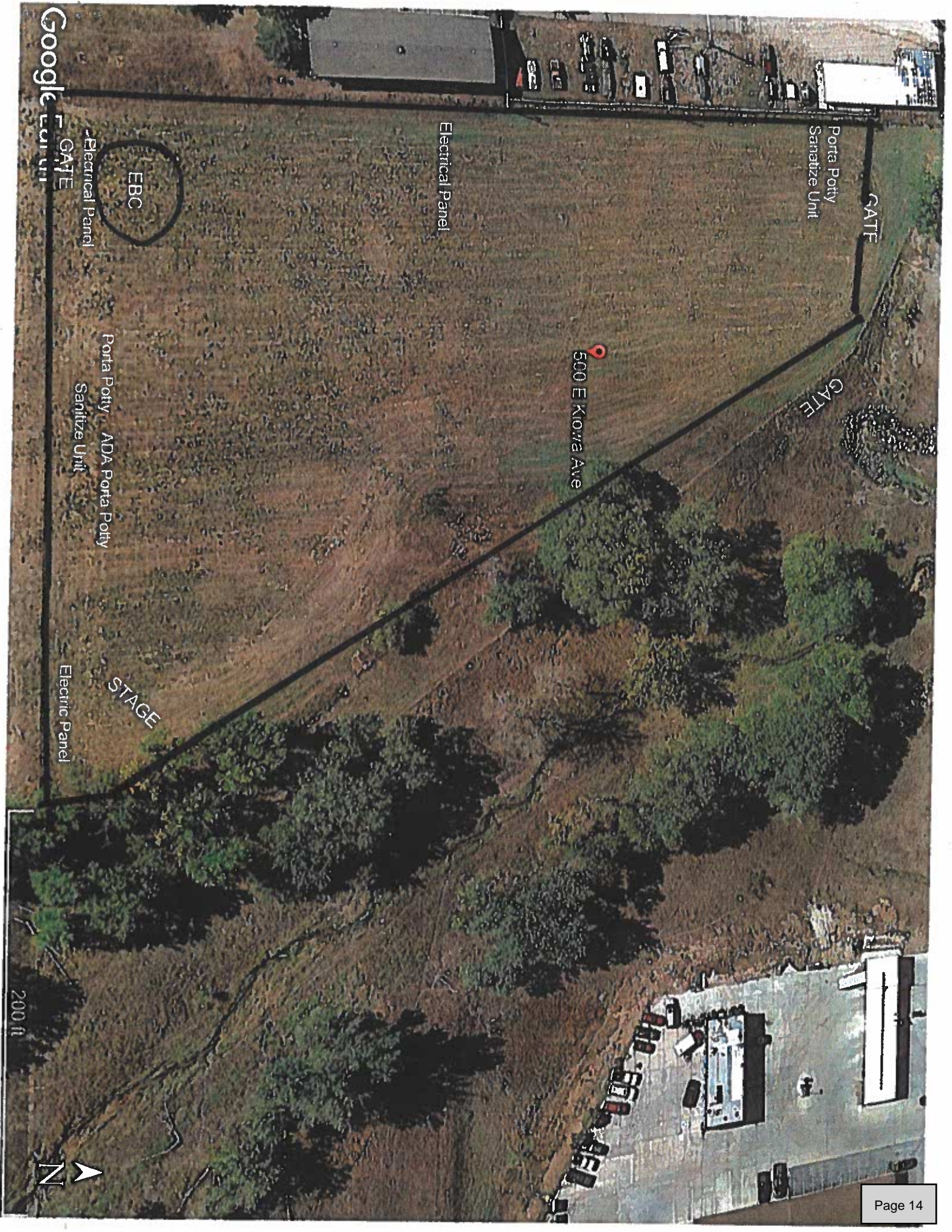
TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

NOTE TO FILE FEBRUARY 6, 2023

Application has been made for the “Protectors of Elizabeth” event to be held at Running Creek Park on August 9, 2023, from 8:00AM to 7:00PM. Due to the fact that this is a one-day event, the Town Administrator retains the right to approve such an application without further action by the Elizabeth Board of Trustees. The Application for this event on August 9, 2023, from the hours of 8:00AM to 7:00PM is APPROVED.

Patrick G. Davidson, Town Administrator
Town of Elizabeth, Colorado



Google Earth

Porta Potty
Sanitize Unit

GATE

Electrical Panel

EBC

Electrical Panel

500 E Kiowa Ave

GATE

Porta Potty
Sanitize Unit

ADA Porta Potty
Sanitize Unit

STAGE

Electric Panel

200 ft





TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor, Mayor Pro Tem, and Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: February 14, 2023
SUBJECT: Wine-in-the-Pines 2023 Personal Services Agreement

BACKGROUND

Last year the Town of Elizabeth contracted with Jason Piter d/b/a JP Events & Marketing to hold the annual Wine-in-the-Pines event. Overall, last year's event was well attended, although weather and conflicting events did play a role in participation. Within a few weeks after the event, Mr. Piter and Staff met to review the event, concerns, and how to improve participation in the future. Items discussed included improving the advertising and marketing in advance of the event; establishing more of a theme and character for the event; and the logistics of tent placement and access. Productive and frank discussions ensued which have culminated in an updated contract for 2023.

ANALYSIS

The principal terms of the contract have remained largely unchanged. Exhibit A has been expanded to incorporate a marketing timeline setting forth specific dates for action by Mr. Piter. As this agreement comes to the Board over eighty-five (85) days sooner, it will allow for enhanced marketing and preparation for the event. As a point of reference, it should also be noted that this event will not incorporate the Town's specific anniversary, as the Board has directed that to be a family-focused event in August.

STAFF RECOMMENDATION

Staff recommends the acceptance of the Agreement under the updated terms and conditions.

BUDGET CONSIDERATIONS

The Agreement for the 2022 Wine-in-the-Pines event was \$12,500.00. JP Events & Marketing is agreeing to the same payment terms as before at \$12,500.00. This is consistent with the FY2023 budget. The only change is that with the additional marketing being proposed, the initial payment has been accelerated to March 15, 2023, instead of the previous May 20th.

ATTACHMENTS

Personal Service Agreement – Wine-in-the-Pines 2023
Resolution Approving Personal Service Agreement

RESOLUTION 23R09

A RESOLUTION APPROVING THE PERSONAL SERVICES AGREEMENT BETWEEN THE TOWN AND JASON PITER DOING BUSINESS AS JP EVENTS & MARKETING FOR THE WINE IN THE PINES EVENT

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

Section 1. The Personal Services Agreement between the Town and Jason Piter dba JP Events & Marketing for the Wine in the Pines Event, 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 February 2023, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Nick Snively, Mayor

ATTEST

Michelle M. Oeser, Town Clerk

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the Town of Elizabeth, Colorado, a statutory municipal corporation hereinafter referred to as "Town" and Jason Piter, dba JP Events & Marketing, whose address is 7290 Village Square Terrace #1306, Castle Pines, CO 80108 hereinafter referred to as "Contractor" as follows:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR.** Contractor shall perform the services more particularly described in the Scope of Work, which is attached hereto as **Exhibit A** and incorporated herein and made a part hereof by this reference.
2. **TERM.** The term of this Agreement shall commence on the date of final execution by both the Town and Contractor and shall terminate on October 7, 2023, unless earlier terminated pursuant to Section 9 herein.
3. **COMPENSATION.** In consideration of the performance of the instruction and/or services provided herein, Contractor shall receive compensation in the amount not to exceed Twelve Thousand Five Hundred Dollars (\$12,500.00).
4. **METHOD OF PAYMENT.** The compensation provided in Section 3 shall be paid by the Town to Contractor as follows:
 - A. A deposit in the amount of Six Thousand Dollars (\$6,000.00) (the "Deposit") to be paid by the Town to Contractor on or before March 15, 2023, Two Thousand, Five Hundred Dollars (\$2,500.00) of which Deposit is and shall be non-refundable; and
 - B. An additional Six Thousand Five Hundred Dollars (\$6,500.00) to be paid by Town to Contractor upon completion of the services more particularly described in the attached **Exhibit A**.
5. **EQUIPMENT, MATERIALS AND SUPPLIES.** Unless otherwise agreed by the Town, Contractor shall acquire, provide, maintain, and repair at Contractor's sole cost and expense such equipment, materials, supplies, etc., as necessary for the proper conduct of the previously mentioned instruction and/or services.
6. **COMPLIANCE WITH APPLICABLE LAWS.**
 - A. In the conduct of the services contemplated hereunder, Contractor shall comply with all applicable laws, rules and regulations, and the directives or instructions issued by the Town or its designated representatives.
 - B. **Workers Without Authorization.**
 1. **Certification.** By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization who will perform work under the Agreement, and that the Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration, or the Department

Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

2. Prohibited Acts. Contractor shall not:

a. Knowingly employ or contract with a worker without authorization to perform work under this Agreement; or

b. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

3. Verification.

a. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

b. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization who is performing work under the Agreement, Contractor shall:

i. Notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under the Agreement; and

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under the Agreement.

4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

5. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.

6. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.

7. **INDEPENDENT CONTRACTOR.** Contractor agrees that he is an independent contractor and that accordingly neither the Contractor nor the Contractor's employees are covered by the Town's workers' compensation policy, or any other worker's compensation policy.

8. **HOLD HARMLESS.** Contractor shall indemnify, defend, and hold harmless the Town, its officers, agents, and employees, from and against any and all loss, damage, injuries, claims, or causes of action, or any liability of any kind whatsoever resulting from, arising out of or in connection with the instruction and/or services provided by Contractor pursuant to this agreement.

9. **TERMINATION.** The Town shall have the right to terminate this Agreement upon thirty (30) days' notice if Contractor fails to comply with the terms and conditions set forth in this Agreement. Provided however:

A. If the Town terminates this Agreement prior to August 1, 2023, that portion of the Deposit that is not non-refundable, the amount of Two Thousand Five Hundred Dollars (\$2,500.00), shall be refunded to the Town, minus hours actually expended by Contractor at the hourly rate of \$25.00 per hour, subject to review and approval by the Town for reasonableness of the services provided in advance of August 1, 2023;

B. Should the contract be cancelled after August 1, 2023, but prior to the date of the Wines in the Pines event, Contractor shall be entitled to retain the entire Deposit, including that amount designated as refundable in Section 4.A. of this Agreement; and

C. If the Contractor terminates this Agreement without cause the Town shall be entitled to a refund of the entire Deposit. Without cause shall mean any reason other than the Town not paying the compensation set forth in Section 3 of this Agreement, or the Town is unwilling or unable to complete the Terms and Conditions as outlined in the attached **Exhibit A**.

10. **ASSIGNMENT.** Contractor shall not assign or otherwise transfer this Agreement or any rights or obligations therein, without first receiving prior written consent of the Town.

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

A. Worker's Compensation Insurance to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of six hundred thousand dollars (\$600,000) each incident, one million dollars (\$1,000,000) disease—policy limit, and one million dollars (\$1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements under this paragraph.

B. Commercial general liability insurance with minimum combined single limits of six hundred thousand dollars (\$600,000) each occurrence and one million five hundred thousand dollars (\$1,500,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.

C. The policy required by paragraph B above shall be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. The policy required in Paragraphs A and B of this Section 11 above shall be primary insurance, and any insurance carried by the Town, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by Paragraph A above shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

D. The certificate of insurance provided for the Town shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the Town. The completed certificate of insurance shall be sent to:

Town of Elizabeth
Attn: Town Clerk
P.O. Box 159
151 South Banner Street
Elizabeth, Colorado 80107

E. The parties hereto understand and agree that the Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101 et seq., 10 Colo. Rev. Stat., as from time to time amended, or otherwise available to the Town, its officers, its employees, or agents.

12. MISCELLANEOUS.

A. No amendment or modification of this agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Agreement.

B. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Elbert, State of Colorado.

C. This is a completely integrated Agreement and contains the entire Agreement of the parties, and any prior written or oral agreement which are different from the terms, conditions and provisions of this Agreement shall be of no effect and shall not be binding upon either party.

D. This Agreement, the attached exhibits, and the provisions hereof shall be binding upon and shall inure to the benefit of the parties and their respective successors; provided that neither party may assign its rights hereunder without the previous written consent of the other party which shall not be unreasonably withheld.

E. Notice required or permitted to be given hereunder (including any notice of change of address) shall be considered delivered when hand-delivered or when mailed, by United States mail, first-class postage paid, as follows:

Town:

Town of Elizabeth
Attn: Town Clerk
P.O. Box 159
Elizabeth, Colorado 80107

Contractor:

Jason Piter dba JP Events & Marketing
720 Village Square Terrace #1306
Castle Pines, CO 80108

All notices so given shall be considered effective when delivered by hand-delivery, or in writing, as stated above.

IN WITNESS WHEREOF, the parties have executed this agreement as of the dates written opposite their respective signatures.

TOWN OF ELIZABETH, COLORADO

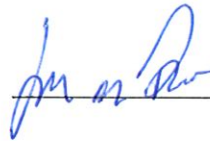
Nick Snively, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk

CONTRACTOR

By:





EVENTS &
MARKETING

SCOPE OF WORK

JP Events and Marketing shall perform the following functions for Wine in the Pines event to be held October 7, 2023

1. Create Website for event with event information and registration links.
2. Set up registration links for:
 - a. Ticket Sales
 - b. Vendor Registration
 - c. Winery Registration
 - d. Food Truck Registration (if applicable)
3. Solicit and service sponsors for Wine in the Pines
4. Contract with vendors and services for Wine in the Pines as follows:
 - a. Live Music and Entertainment
 - b. Tables and Chairs
 - c. Tents and Awnings (if applicable)
 - d. Fencing (if applicable)
 - e. Security (if applicable)
 - f. Trash and Garbage
 - g. Portable Restroom Facilities
5. Apply and receive permits for alcohol service.
6. Design Layout of Festival to create, maps, for wineries, vendors, sponsors, seating arrangements, food trucks, music, trash, restrooms, etc.
7. Coordinate volunteers and staffing for event.
8. Sell merchandise (if applicable)
9. Create signage (if applicable)
10. Coordinate event on date of the event to include:
 - a. Volunteers and Staff
 - b. Ticket Sales
 - c. Vendor locations and assist with load-in
 - d. Water and Soft Drink sales (if applicable)

- e. Merchandise Sales (if applicable)
11. Coordinate activities after conclusion of the event.
 - a. Disposal of trash
 - b. Tables and Chairs return
 - c. Tents and Awnings return (if applicable)
 - d. Portable Restroom return
 - e. Fencing tear down (if applicable)
 - f. Assist Vendor with load-out.
 12. Contractor (JP Events and Marketing) shall retain all revenue from ticket sales, vendor sales, winery vendors, and sponsorship agreements.
 13. Contractor (JP Events and Marketing) will be responsible for all payments to vendors solicited and contracted by company.

Town of Elizabeth shall perform the following functions.

1. Provide Compensation to the contractor in consideration of the performance of the instruction and/or services provided herein, contractor shall receive in the amount not to exceed \$12,500.
2. Method of Payment. The compensation provided in Section 3 shall be paid by the Town Contractor as follows:
 - a. A deposit in the amount of \$6000 (the "Deposit") to be paid by the Town of Elizabeth, Colorado to Contractor (JP Events and Marketing) by March 15, 2023, \$2500 of which Deposit is and shall be non-refundable; and
 - b. An additional \$6500 to be paid by Town of Elizabeth, Colorado to Contractor (JP Events and Marketing) upon completion of the services.



Wine in the Pines **Marketing Timeline**

March

- 6th-12th – Update Website, Event Ticket Sales Site
- 13th-19th – Create Constant Contact Account/Social Media Accounts and Send Save the Date
- 20th-26th – Solicit Wineries/Vendors/Food Trucks
- 27th – 31st – Reserve Tents/Chairs/Bands/ Etc

April

- 3rd – 9th – Continue to Solicit Wineries/Vendors/Food Trucks
- 10th-16th – Send Constant Contact Message/Social Media message
- 17th-23rd – Post Event on events sites in Denver Area
- 24th – Solicit Sponsors for Event

May

- 1st – 7th – Continue to Solicit Sponsors for Event
- 8th – 14th – Solicit Wineries/Vendors/Food Trucks
- 15th-21st – Constant Contact/Social Media Blast about Memorial Day Ticket Sales
- 26th-30th – Constant Contact/Social Media Blast about Memorial Day Ticket Sales
Solicit Sponsors for the Event.

June

- 5th-11th – Evaluate Advertising Opportunities/Create Ad Design/ Place Ads
- 12th-18th – Solicit Wineries/Vendors/Food Trucks and Solicit Sponsors for Event
- 19th – 25th – Create and send Constant Contact/Social Media Blast about 4th of July Ticket Sale
- 26th – 30th – Send Constant Contact/Social Media Blast about 4th of July Ticket Sale

July

10th – 16th – Solicit Wineries/Vendors/Food Trucks and Solicit Sponsors for Event

17th – 23th – Place Ads for print advertising, social media, online advertising

24th – 30th - Send Constant Contact/Social Media Blast about Ticket Sales

August

7th – 13th - Continue evaluating Advertising Opportunities/Create Ad Design/Place Ads

14th – 20th - Solicit Wineries/Vendors/Food Trucks and Solicit Sponsors for Event

21st – 27th – Create and Send Constant Contact/Social Media Blast about Labor Day Ticket Sale

28th – 31st - Send Constant Contact/Social Media Blast about Labor Day Ticket Sale

September

5th – 10th - Send Constant Contact/Social Media Blast about Ticket Sales

11th – 17th - Send Constant Contact/Social Media Blast about Ticket Sales

18th – 24th - Solicit Additional Wineries/Vendors/Food Truck & Send Constant Contact/Social Media Blast about Ticket Sales

18th – 24th Send Constant Contact/Social Media Blast about Ticket Sales

October

1st – 6th – Send Constant Contact/Social Media Blast about Ticket Sales



TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor, Mayor Pro Tem, and Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: February 14, 2023
SUBJECT: License Agreement with Elizabeth Brewing Company / Friday Night Events

BACKGROUND

For several years the Town of Elizabeth has worked with the Elizabeth Brewing Company (EBC) to sponsor the “Friday Night Farmer’s Market”. The summer-long, weekly event, includes vendors, live music, and an assortment of food and beverage vendors. Last year, the overall contract price for the event was increased to reflect additional energies being put into having additional events and activities for children. The matter before the Board is a renewal of the prior agreement – with revisions – for the Summer of 2023.

EBC has requested an increase in their compensation from \$11,110 for 2022 to \$15,000 for 2023. The basis for the increase is tied directly to anticipated additional costs of obtaining bands, competition for food vendors, and the inclusion of additional nights of children’s activities such as face painting, balloon artists, and related activities. Additional costs were anticipated in crafting the Town’s 2023 Budget.

ANALYSIS

The prior license agreement has been modified to include additional specific provisions as follows:

- Generator use will be located away from the neighboring apartments.
- Licensee will ensure that vendors have appropriate permits in place.
- Sale of live animals at the event is strictly prohibited.
- Licensee is responsible to minimize non-event motorized vehicles on park property.
- Licensee will undertake best efforts to minimize outside liquor coming into the event.
- Licensee will identify responsible parties to EPD prior to the start of each event.

STAFF RECOMMENDATION

Staff for the benefit of the community and the support of the Main Street Board, recommends approval of the License Agreement. Staff recognizes the increased costs of the event, but do not believe they are inconsistent of the goals promoted by the Board of Trustees.

BUDGET CONSIDERATIONS

The Community Development budget, account number 10-53-2500 was set at \$45,000 for 2022 and was increased to \$60,000 for 2023. This account number includes the Wine-in-the-Pines, the Friday Night Farmer's Market Events, and the Mayor's Tree Lighting. The increase in the budget was designed specifically to reflect additional costs in the 2023 year. The total sum proposed under this License Agreement is in keeping with the budget guidelines.

ATTACHMENTS

Signed License Agreement Between the Town of Elizabeth Colorado and Elizabeth Brewing Company.

RESOLUTION 23R10

A RESOLUTION APPROVING THE LICENSE AGREEMENT BETWEEN THE TOWN AND THE ELIZABETH BREWING COMPANY

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

Section 1. The License Agreement between the Town and the Elizabeth Brewing Company attached hereto as **Exhibit A** is hereby approved by the Board of Trustees of the Town of Elizabeth, and the Mayor is authorized to execute same on behalf of the Town.

PASSED, APPROVED, and ADOPTED this day of _____, 2023, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Nick Snively, Mayor

ATTEST

Michelle M. Oeser, Town Clerk

**LICENSE BETWEEN THE TOWN OF ELIZABETH COLORADO AND ELIZABETH
BREWING COMPANY**

THIS LICENSE is made and entered into this _____ day of _____ 2023, by and between the TOWN OF ELIZABETH, Colorado whose address is 151 S. Banner Street, P.O. Box 159, Elizabeth, CO 80107 (the "Town") and THE ELIZABETH BREWING COMPANY, whose address is 239 South Main Street, Elizabeth, CO 80107 ("Licensee").

AGREEMENT

NOW, THEREFORE, it is hereby agreed as follows.

1. **LICENSED PROPERTY, TERM.**

a. The property that is licensed for the use and the term provided for in this license is described in Exhibit A, which is attached hereto and incorporated by this reference ("Licensed Property"). The Licensed Property is for the use described herein and is subject to all easements and rights-of-way of record.

b. The term of this License shall commence on June 9, 2023, and shall continue each Friday through and including August 18, 2023, from 2:00 p.m. until 11:00 p.m. (Under existing Town Code, no band performances shall occur after 10:00 p.m.)

2. **COMPENSATION.** Upon execution of this Agreement, the Town will tender a one-time payment to the Licensee to assist in meeting the contractual obligations further set forth herein. The total compensation due and owing by the Town to the Licensee is fifteen thousand dollars (\$15,000.00). These funds are tendered to the Licensee to offset the booking of bands, to offset vendor fees, include children's activities, and assist in the management and oversight of the "Friday Night Farmers Market".

3. **INSURANCE.** Licensee shall obtain for itself, its agents, successors, assigns, lessees, licensees and agents, necessary and adequate workman's compensation insurance, personal injury insurance, and property damage insurance, with limits commensurate with the hazards and risks associated with the use of the Property Licensed, but in no event less than the liability limits established by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as now in effect or as hereinafter amended. Neither Licensee nor its agents, successors and assigns shall commence any construction, placement, operation or maintenance of the fixture or structure on the Property Licensed until it has obtained all insurance required under this section and shall have filed a certificate of insurance or a certified copy of the insurance policy with the Town. Each insurance policy shall list the Town as an additional named insured and shall contain a clause providing that coverage shall not be cancelled by the insurance company without thirty (30) days written notice to the Town of intention to cancel.

4. **USE.** Licensee covenants and agrees that it shall utilize the Property Licensed as follows:

a. Licensee shall provide live music on each Friday during the term of the License.

- b. Licensee shall use the Town's branding for the event and shall receive approval through Town of Elizabeth before releasing new event market materials.
- c. Licensee shall provide an alcohol vendor on each Friday during the term of the License. Licensee will use the Town's special event permit and music license for the Town event.
- d. Licensee will be allowed to use Town's supplied power and will not be obligated to remit payment to Town for the use of the electric box during the market. Licensee may not require payment to be remitted by vendors for electric hookup specifically. Food and other vendors who choose to make use of a portable generator shall be located away from the electrical hookups so as to minimize noise levels near the adjacent apartment building.
- e. Licensee shall facilitate the inclusion of food, merchandise, and produce vendors from 5:00 p.m. until 9:00 p.m. on each Friday during the term of the License. Licensee shall be responsible for ensuring that any vendor has obtained a permit from the Town of Elizabeth. Under no circumstances may live animals be sold, gifted, or exchanged during such events.
- f. The Town reserves the right to have one (1) booth space at each market as may be determined by the Town. The Town will coordinate with Licensee regarding the location of the booth space.
- g. Licensee shall coordinate with vendors and bands to keep vehicle traffic to the designated areas as outlined on Exhibit B. Furthermore, Licensee shall be solely responsible to ensure that no unauthorized vehicle, golf cart, 4-wheeler or motorcycle shall be operated on the Licensed Property.
- h. The Town will provide bandstand lighting and three (3) light poles in Running Creek Park.
- i. The Town will provide power directly to the bandstand.
- j. The Town will provide five (5) portable restrooms and shall incur the costs for the same.
- k. The Town will provide seeding throughout Running Creek Park during the Farmers Market season.
- l. The Town will provide a dumpster to be utilized during the Farmers Market season. Depending on soil conditions and weather, the dumpster shall be located on Running Creek Park or as reasonably close as may be practical.
- m. Licensee, at the end of each Friday evening event shall ensure that Running Creek Park is reasonably free from waste, including but not limited to, food waste, wrappers, cups, bottles, and cigarette butts.
- n. During each event, the Licensee shall specifically name one or more individuals to be

directly responsible for management and oversight of the event. The name and cellular telephone number for the individual(s) shall be provided to the Elizabeth Police Department prior to the start of the event each evening. Furthermore, said individual(s) shall be reasonably identified through the use of a specific and distinct shirt, hat, or other garment, allowing for the ready identification of the Licensee's event manager in the event of an emergency.

- o. Licensee shall be responsible for making use of TIPS trained individuals to check identifications and issue wrist bands for those over the age of twenty-one (21) years of age. Licensee shall use best efforts to ensure that no outside alcoholic beverages are allowed within the event, or that alcoholic beverages sold at the event are not to leave Running Creek Park.

5. NOTICE OF NAME OF EVENT. Licensee, in entering into this Agreement, knows and acknowledges that the name of the Friday night event is historically known as the "Friday Night Farmers Market" or the "Elizabeth Friday Night Farmers Market". The Main Street Board, in conjunction with the Board of Trustees of the Town of Elizabeth, are in the process of evaluating a change of the name of the event. At the time of entering into this Agreement, Licensee acknowledges that a change in the name in the event could involve the change in advertisements and marketing of the event, and that the Licensee is solely responsible for any costs associated with the change or modification of any fliers, advertisements, banners, and related marketing materials.

6. RE-ENTRY. Licensee covenants and agrees to permit the Town or its duly authorized representatives to enter upon the Property Licensed, at any reasonable hour of any Friday during the term hereof, for the purpose of inspecting the same, making surveys, showing the Property Licensed to prospective licensees and to do such other acts and things as it deems necessary for the protection of its interests therein.

7. NOTICE. Any notice required under this License shall be in writing and hand-delivered to the respective parties at the address hereinabove given. The Community Development Director shall be the representative of the Town to accept or give any approval, notice or the like provided hereunder. In the event Licensee should change the address hereinabove given during the term of this License, Licensee shall notify the Town in writing of such change of address:

The Town: The Town of Elizabeth
 Attn: Elizabeth Town Administrator
 151 S. Banner Street, P.O. Box 151
 Elizabeth, CO 80107

Licensee: The Elizabeth Brewing Company
 239 S. Main Street
 Elizabeth, CO 80107

8. NO COVENANT OF TITLE OR QUIET POSSESSION. The rights granted herein are without covenant of title or warranty of quiet possession of the Property Licensed.

9. SUCCESSORS AND ASSIGNS. This License shall insure to the benefit of, and be binding upon, the respective legal representatives, heirs, successors and assigns of the parties.

10. ASSIGNMENT OR SUB-LEASE. Licensee covenants and agrees not to assign this License or to sublet any part of the Property Licensed without first obtaining the written consent of the Town.

11. PROPERTY LICENSED TAKEN "AS IS." Licensee understands and agrees that the Property Licensed is licensed "as is." The Town makes no warranty, written or implied, that the Property Licensed is fit for any purpose or that it meets any federal, state, county or local law, ordinance or regulation applying to the Property Licensed.

12. LIABILITY AND INDEMNIFICATION. The Town shall not be liable for any loss, injury, death or damage to any person or personal property which may arise from the use or condition of the Property Licensed including, but not limited to, loss, injury, death, or damage resulting from ice, water, rain, snow, gas, electrical wires, or fire, during the term of the License or any renewal thereof. Licensee hereby expressly agrees to defend, indemnify and hold harmless the Town, its officers, agents, employees and insurers against any liability, loss, damage, demand, action, cause of action or expense of whatever nature (including court costs and attorney fees) which may result from any loss, injury, death or damage allegedly sustained by any person, firm, corporation or other entity which arises out of or is caused by reason of Licensee's use of the Property Licensed or Licensee's failure to fulfill the terms and conditions of the License.

13. RESERVATION FOR BOARD USE. This License is made under and conformable to the provisions of all Town of Elizabeth regulations insofar as applicable. Said provisions are incorporated herein and made part hereof by this reference and shall supersede any apparently conflicting provisions otherwise contained in the License. The Town reserves the right to make full use of the Property Licensed as may be necessary or convenient in the operation of the public streets, drainage infrastructure, or drainageways under the control of the Town and the Town retains all rights to operate, maintain, install, repair, remove or relocate any of its facilities located within the Property Licensed at any time and in such a manner as it deems necessary

14. TERMINATION. This License Agreement may be terminated by the Town at any time upon thirty (30) days written notice to Licensee. If default shall be made in any of the covenants or agreements herein contained to be kept by Licensee, it shall be lawful for the Town to enter into the said Property Licensed, or any part thereof, either with or without process of law, to terminate the interest of Licensee or of any person or persons occupying the same, and to expel, remove or put out such person or persons, using such force as may be necessary in so doing, without being liable to prosecution or to damages therefor, and the said Property Licensed again to repossess and enjoy as in the first and former estate of the Town. If at any time the License shall be terminated as aforesaid, or by any other means, Licensee agrees to surrender and deliver up said Property Licensed peaceably to the Town immediately upon the termination, and if Licensee shall remain in possession after termination, Licensee shall be deemed guilty of a forcible detainer on said property Licensed, and waiving all notice, shall be subject to eviction and removal, forcibly

or otherwise, with or without process of law.

15. VENUE. For the resolution of any dispute arising hereunder, venue shall be in the courts of Elbert County, State of Colorado.

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

TOWN OF ELIZABETH, COLORADO

Nick Snively, Mayor for Town of Elizabeth

ATTEST

Michelle Oeser, Town Clerk



Owner/Representative
Elizabeth Brewing Company
Tony Briggs, President



Memorandum

To: Town of Elizabeth Board of Trustees
Copy: Zach Higgins, AICP, Town Planner
From: Matt Brown, PE, PTOE
Date: February 7, 2023
Re: Olde Town Circulation Study – Interim Results and Recommendations

The Olde Town Circulation Study was initiated in November 2022 with several specific goals, including to:

1. Evaluate the impacts of converting Main Street to a southbound one-way,
2. Evaluate on-street parking configuration (angle versus parallel) for Main Street, and
3. Identify overall parking needs of Olde Town as properties continue to (re)develop.

Although the circulation study is not scheduled for completion until the end of March, information is needed sooner for the Town's Board of Trustees to make informed decisions regarding the future of Main Street.

CONVERTING MAIN STREET TO SOUTHBOUND ONE-WAY

The possibility of converting Main Street to a southbound one-way has been an on-again, off-again topic for many years. Some of the reasons cited by persons in support of a one-way include that it would make it easier to park in front of businesses along the east side of Main Street, it would eliminate the frequent u-turns occurring along the street and reduce congestion at the Main Street / CO-86 intersection. Others are opposed to a one-way because of concerns regarding the impact that the additional traffic may have on neighboring streets or are simply of the opinion that the existing situation is fine as-is.

Alternatives considered:

- One-way (southbound) CO-86 to Spruce St,
- One-way (southbound) CO-86 to Elm St,
- Do nothing (two-way Main St)

The following provides a summary of the pros and cons of the Main Street circulation alternatives gathered through analysis as well as public opinion:

One-way CO-86 To Spruce	One-way CO-86 To Elm	Do Nothing
Pros: <ul style="list-style-type: none"> ✓ Reduces congestion at Main / CO-86 ✓ Convenient access to parking either side of Main St ✓ Narrower Main St is possible (16-ft) 	Pros: <ul style="list-style-type: none"> ✓ Reduces congestion at Main / CO-86 ✓ Convenient access to parking either side of Main St ✓ Encourages use of Elm (A Collector) ✓ Narrower Main St is possible (16-ft) 	Pros: <ul style="list-style-type: none"> ✓ Little opportunity for confusion ✓ More flexible in cases of emergency ✓ Keeps traffic on Main St (a Collector) ✓ Popular with those that completed the survey
Cons: <ul style="list-style-type: none"> × Increases congestion at Banner / CO-86 × Increases traffic on Broadway, Spruce and Banner × Wrong-way entry is possible × Increases reliance on CO-86 to access Main St × Unpopular with those that completed the survey 	Cons: <ul style="list-style-type: none"> × Increases congestion at Banner / CO-86 × Increases traffic on Broadway and Banner × Wrong-way entry is possible × Increases reliance on CO-86 to access Main St × Unpopular with those that completed the survey 	Cons: <ul style="list-style-type: none"> × Parking circulation may be more difficult × Congestion at Main / CO-86 × Wider Main St is required (20-ft) × U-turns may continue

Survey Results:

The study has included several opportunities for members of the community to provide feedback on the one-way concept for Main St. The project web site includes an online survey, paper copies of the survey were distributed at the public meeting held on January 19, 2023, and a handful of comment cards or emails were also received. Approximately 40 persons have provided feedback to date.

The following themes were extracted from the survey results and comments:

- Seventy-five percent (75%) of the people responding to the survey are highly familiar with Main Street, typically visiting the area at least once per week
- People responding to the survey were four to five times more likely to be opposed to a one-way Main St than to be in favor. Sixty-five percent (65%) of persons responding to the survey reported being opposed while twelve percent (13%) were in favor. Just under 20% of those responding to the survey were neutral.
- Most (over 80%) agree that parking is easy to find and over half feel it should remain unrestricted / free

Analysis & Recommendation:

Converting Main Street to a southbound one-way will change traffic patterns in Olde Town. Generally, traffic leaving the most densely developed portion of Main St (the first two blocks) is expected to travel west along Broadway or Elm to Banner, and take Banner to CO-86. Based on recent traffic counts, there were 17 northbound vehicles in the AM Peak Hour and 34 northbound vehicles during the PM Peak Hour that would re-route to Broadway, Elm and Banner. These streets currently experience 10 or fewer trips during peak hours. The additional traffic will result in a minor increase in delay (approx. 3 seconds per vehicle) at the Banner / CO-86 intersection during the PM Peak Hour. Redevelopment of the former Gesin's property, when it occurs, will increase traffic demands on Main, Broadway, and Banner regardless of whether Main St is converted to a one-way street.

As development occurs further south along Main Street, such as at the Carriage Shops or Main Street Station, Spruce St, Poplar St and Chestnut St will experience additional traffic with a one-way Main Street. If the one-way extends just the first two blocks of Main St, Elm St would likely see a larger increase, as traffic leaving the area heads north on Main (avoiding the all-way stops along Banner) to the start of the one-way section before turning west along Elm and north on Banner. Ultimately, if Main St is converted to one-way traffic, signalization of the Banner St / CO-86 intersection or the Elbert St / CO-86 intersection will be necessary in the future to accommodate the increase in traffic resulting from planned developments.

Broadway, Banner, Spruce, Poplar and Chestnut are all Local streets in the Town's Transportation Plan. Main, Elm and Elbert are all Collector streets. Converting Main St to a one-way will result in some traffic diverting from Collector to Local streets.

Although only one travel lane is required for traffic in a one-way configuration, the possibility of stalled vehicles, wide loads, or emergency vehicles requires that if only one lane is provided that it be wider than a normal lane. Typical travel lanes are 12-ft wide, a single lane street should be at least 16-ft wide. The additional width could be striped as a bicycle lane or shoulder as appropriate. A two-lane roadway (20-ft minimum width) would better allow traffic to keep moving during parking maneuvers and is more in keeping with Main Street's Collector status.

In summary, ***it is recommended that Main St be allowed to remain two-way*** for the following reasons:

1. To minimize the amount of traffic using local streets to circulate within Olde Town.
2. To avoid confusion, the potential for wrong-way traffic, and to minimize out-of-direction travel, particularly for those unfamiliar with the area.
3. To maintain freedom of movement and flexibility in the event of an emergency
4. To enable traffic within Olde Town to continue to access Main Street without using CO-86

ON-STREET PARKING CONFIGURATION FOR MAIN STREET

The Town's recent streetscape project developed two alternative concepts for Main Street parking, one that included angled parking, the other parallel parking. For the Olde Town Circulation Study, we reviewed these concepts from a parking perspective. Other perspectives, including right-of-way, cost, amenity space, were considered during the streetscape project and are not discussed herein.

Alternatives considered:

- Angled parking both sides,
- Parallel parking both sides

Preliminary estimates of the number of parking spaces for each option, as well as the number of existing spaces were estimated for the Main St corridor:

Parking Scenario	Approx. Number of On-Street Parking Spaces	Change in Number of On-Street Parking Spaces
Do Nothing	57	-
Parallel	71	+14
Angled	107	+50

It is worth noting that the gain in parking spaces (+14) associated with the parallel parking alternative generally occur south of Elm St. North of Elm St the parallel parking scenario results in a loss of two parking spaces when compared to the number of existing spaces.

The following provides a summary of the pros and cons of the parking alternatives

Angled Parking	Parallel Parking
Pros: ✓ Maximizes parking ✓ Easier to enter spaces ✓ Parking maneuver takes less time	Pros: ✓ Takes up less room ✓ Easier to exit parking ✓ May have lower crash frequency
Cons: × May have higher crash frequency × Harder to exit parking × Takes up more room	Cons: × Door swings into traffic × Parking maneuver takes more time × Minimizes parking × Harder to enter parking

Findings & Recommendation:

A number of studies comparing angled to parallel parking have determined that parallel parking is more desirable if you can provide a sufficient number of parking spaces to meet the demand with that configuration. Parallel parking requires less street width and typically has a better safety record. Angled parking enables more spaces to be provided, which accommodates a higher level of parking activity which also typically results in a greater number of crashes.

As discussed in the following section, as Main Street and the Olde Town area continues to (re)develop, the parking demand is expected to exceed the amount of on-street parking that can be provided using parallel parking alone. For this reason, ***angled parking is recommended along Main St.***

PARKING DEMANDS IN OLDE TOWN

As a part of the study, an online survey was conducted that revealed the following:

- Over 80% of respondents reported being able to find a parking space near their Main St destination

- Nearly 40 percent of respondents were willing to walk 2 minutes (or less) from a parking space to their destination while an additional 38% were willing to walk up to 5 minutes.

Presently, there are approximately 120 on-street parking spaces within a 2-minute walk (360-ft or so) of Main St. This generally includes the area from east of Banner St to and including Main St.

An ordinance was recently adopted that provides a 20% relief to the Municipal Code required number of parking spaces in the Downtown District. However, there are a number of existing businesses that do not currently meet the required number of off-street parking spaces. These businesses predate the Code, have been grandfathered, and rely on on-street parking to accommodate their parking needs.

All told, existing businesses along Main St, plus the planned developments at Gesin's, Carriage Shops, and Main St Station require approximately 270 parking spaces. It is estimated that existing and planned developments accommodate approximately 90 of these parking spaces off-street.

The following summarizes the Olde Town parking supply and demand estimates:

Parking supply within 2-minute walk (on-street):	120 spaces
Main St parking supply (off-street):	<u>90 spaces</u>
Total parking supply:	210 spaces
Parking demand:	<u>270 spaces</u>
Current parking deficit:	(60 spaces)
Additional angled parking along Main St:	50 spaces
Additional parking beyond 2-minute walk:	10 spaces

The analysis reveals that there is sufficient on-street and off-street parking within a 2-minute walk of Main St to accommodate expected demand provided:

- **Angled parking is implemented along Main St (gains 50 spaces)**
- **At least 90 off-street parking spaces are provided through the Gesin's, Carriage Shops, and Main Street Station projects.**
- **The minor additional parking demand (10 spaces) is accommodated beyond a 2-minute walk of Main St.** A total of 40% of survey respondents reported being willing to walk between 2 and 5 minutes to reach their destination.

Not addressed in the parking analysis is the redevelopment of Frontier High School or the Walnut Grove Townhomes. As a 100% residential development, Walnut Groves will be required to provide the necessary parking spaces off-site. With respect to Frontier High School, the parking demand for this development was not included in the analysis as the nature and timing of the development are largely unknown, and the extent to which the development will provide off-street parking is also unknown. It is assumed that all the residential parking demand will be provided off-street, and that any commercial development parking will be accommodated on-site, on an adjacent parcel, or on-street in the immediate vicinity. The Frontier High School site is more than a 2-minute walk from Main St and therefore should not rely on Main St parking supply to address their parking demand. Once the development specifics are known, **it is recommended that sufficient parking to accommodate Frontier High School be provided within a two minute walk of the development.**



TO: Honorable Mayor and Board of Trustees
FROM: Zach Higgins, AICP Community Development Director
DATE: February 14, 2023
SUBJECT: Main Street Streetscape Design Project – Board Direction

BACKGROUND

The Town of Elizabeth Main Street Board of Directors held public meetings and workshops with the help of NV5 to create street sections for a future Main Street Streetscape redevelopment. The Board of Trustees adopted by resolution 18R04 which included these sections that show (2) two (11) eleven foot drive lanes, 40-degree angle parking, (5.5) five and a half feet amenity zone, and (6) six feet of detached walk adjacent to the private property line. The intersection cross section shows (12.5) twelve and half feet drive lanes, (21.5) twenty-one and a half streetscape zone encompassed within (23) twenty-three-foot bulb-out, and a (6) six feet detached walk adjacent to the private property line.

The Board of Trustees approved Resolution 22R04 on January 11, 2022 which approved the PSA with CORE Engineering to complete the Main Street Streetscape Design using as a basis, the previously approved 18R04 cross-sections. The Town, Main Street Board, and CORE Engineering hosted three public meetings in 2022 including the Kickoff Meeting on March 25th, 2022, the 30% Design Meeting held on June 30th, 2022, and the Design Check-In Meeting on October 13th, 2022. During this process, the Main Street Board proposed a possible design alteration to the approved 18R04. This alteration included replacing the 40-degree angled parking with parallel parking. This alteration also included (2) two (12) twelve foot drive lanes, (10) ten feet of parallel parking, and (18) eighteen feet of amenity zone and sidewalk adjacent to the private properties.

The Board of Trustees requested a third option which included a combination of parallel parking and diagonal parking which was provided by CORE Engineering for review. The property owners, business owners, and general public have provided feedback regarding which options they prefer.

The Board of Trustees approved by resolution, 22R41 the PSA with Stolfus Traffic Engineering to complete the Old Town Traffic Study on September 13, 2022. This study included scope to look at the feasibility of converting a portion of Main Street to one-way, as well as to provide parking recommendations on Main Street. Stolfus is scheduled to present preliminary findings of the study which include the Main Street recommendations to the Board of Trustees on February 14th, 2023.



SUMMARY

Staff and CORE Engineering have tentatively set a completion date for the Main Street Streetscape Design project for June 2023. This timeline is based on receiving direction from the Board regarding parallel or diagonal parking on which sections of street and whether or not to maintain two-way traffic on Main Street for all or a portion of the street.

Options for parking may include but are not limited to parallel parking for the whole street, diagonal parking for the whole street, diagonal parking for the section from SH-86 to Elm Street with parallel parking from Elm Street to Walnut Street. Options for traffic direction/flow may include but are not limited to southbound one-way from SH-86 to Elm Street, southbound one-way from SH-86 to Spruce Street, or no change to current directional traffic pattern.

RECOMMENDATION

Staff requests that the Board of Trustees consider the recommendations from CORE Engineering, Stolfus Traffic Engineering, and public comment to give Staff direction regarding the Streetscape Design. The direction may include an update to the street sections included in resolution 18R04 if the Board chooses to alter the design from what was previously approved.

ATTACHMENT(S)

Resolution 18R04

Streetscape Design Public Feedback Agenda Memo

Comprehensive Plan Excerpt

Old Town Area Plan Excerpt

CORE Streetscape Design Pages

RESOLUTION 18R04

A RESOLUTION APPROVING THE MAIN STREET CROSS SECTIONS
PURSUANT TO TOWN OF ELIZABETH MUNICIPAL CODE SECTION 16-3-
140

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

Section 1. The Main Street Cross Sections, attached hereto as **Exhibit A**, are hereby
approved and made a part of the Town of Elizabeth Street Standards and Specifications pursuant
to Section 16-3-140 of the Town of Elizabeth Municipal Code.

PASSED, APPROVED, and ADOPTED this 13th day of February, 2018, by the
Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of
7 for and 0 against.



H. Clay Hurst, Mayor

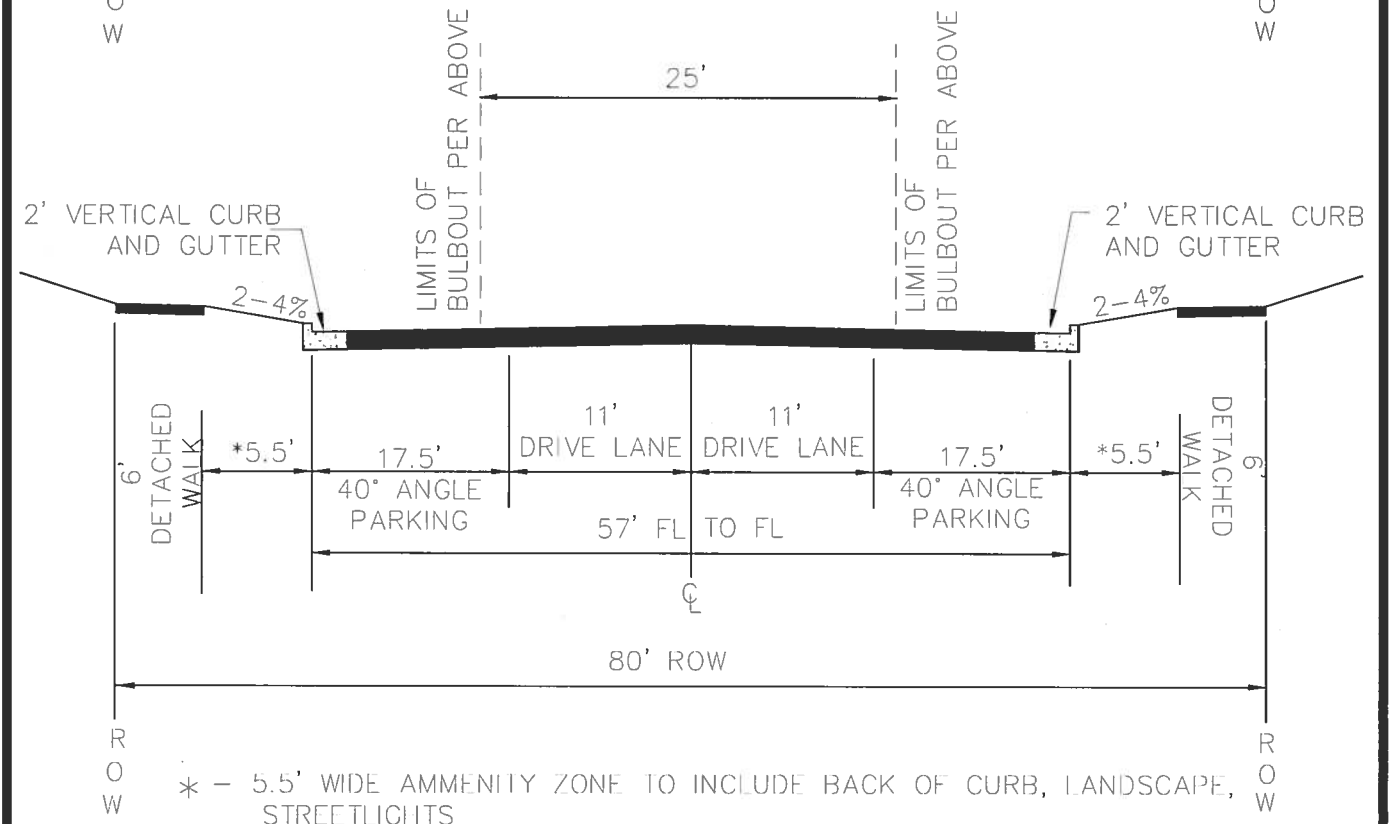
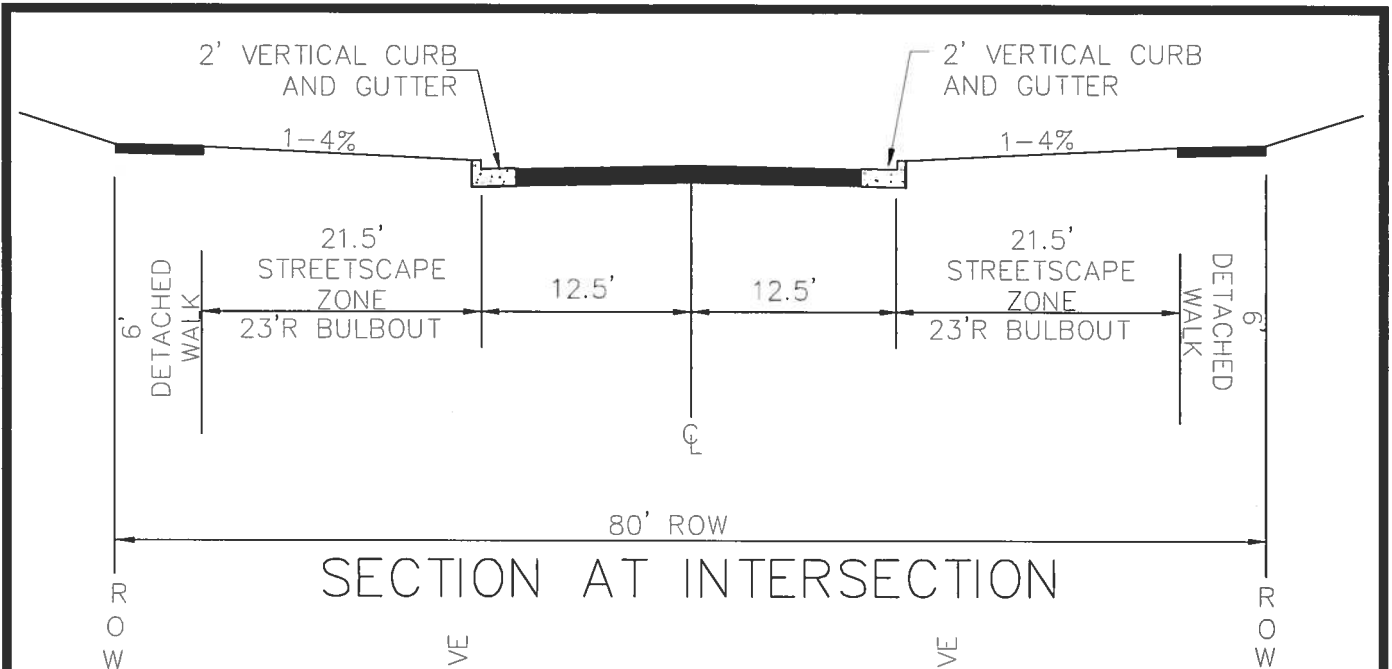
ATTEST



Amanda W. Moore, Town Clerk



Exhibit A



* - 5.5' WIDE AMMENITY ZONE TO INCLUDE BACK OF CURB, LANDSCAPE, STREETLIGHTS

TOWN OF ELIZABETH STANDARD ROADWAY DETAILS	
MAIN STREET	
SCALE: NOT TO SCALE	DATE: 1/11/18
APPROVED: CORF CONSULTANTS INC. TOWN ENGINEER	RD-10B



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

PUBLIC FEEDBACK SUMMARY

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

Kickoff Meeting

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

30% Design Meeting



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

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

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

MSBOD Business Meet and Greet

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

Check-In Meeting

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



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

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

- Paul Hunter – 427 Main Street, Elizabeth, CO

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

- Bonnie Forsyth – 577 Main Street, Elizabeth, CO

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

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

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

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

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

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

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

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

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

- Amy Schmidt – 128 West Broadway, Elizabeth, CO

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

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

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

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

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

Diagonal parking, no bulb-outs (curb extensions)

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



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

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

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

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

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

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

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

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

- Alice Halbrook – 653 South Main Street

Currently wants to keep street parking.

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



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

Friday, October 14, 2022

Board of Trustees
PO Box 159
Elizabeth, CO 80107

Dear Trustees,

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

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

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

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

Regards,

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

Don Means

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

Zach,

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

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

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

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

Thank you for your time,

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



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

10/27/2022

To: Town of Elizabeth, Board of Trustees

From:

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

Re:

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

Board of Trustees,

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

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

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

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

PARKING: Parking is a package deal.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONFIDENCE:

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

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



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

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

Beautification and Placemaking

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

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

Outdoor Seating

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



Drainage and Detention

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

Spruce Street

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

Project Timeline

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

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



To: Town of Elizabeth, Board of Trustees

From: Ed Beard, Janet McCracken, The Carriage Shoppes

Re: Main Street Project Parking Preference

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

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

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

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

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

Thank you for your consideration,

Ed & Janet, The Carriage Shoppes

A handwritten signature in black ink that reads 'Ed Beard'. The signature is written in a cursive style.

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

Follow Up Flag: Follow up
Flag Status: Flagged

Zack,

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

Kind Regards,
Jennifer Fleming
The Nest

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

Zach and Manny,

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

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

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

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

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

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

Sincerely,

Rachel White

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

Old Town Area Plan



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

Main Street Corridor

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

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

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



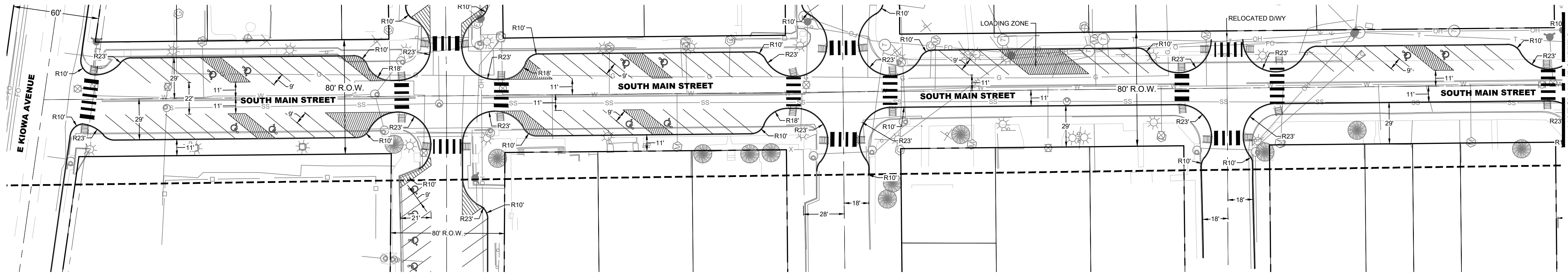
While the Old Town Plan emphasizes the creation of a quality public realm along the edges of the buildings along Main Street and the public right-of-way, the Town should carefully plan for the interaction between the sides and rear sides of buildings along Main Street and adjoining streets or areas.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



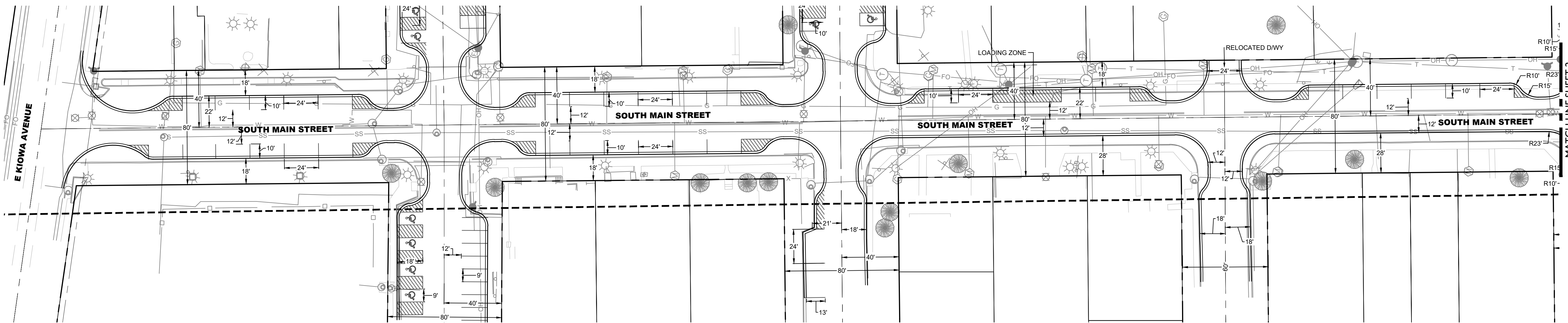
Development of Municipal Parking Lots and Facilities

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

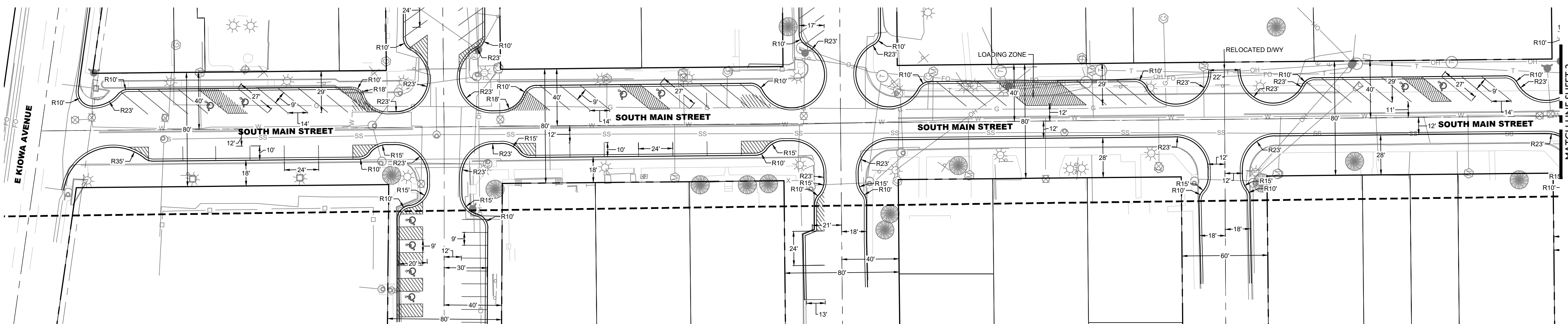




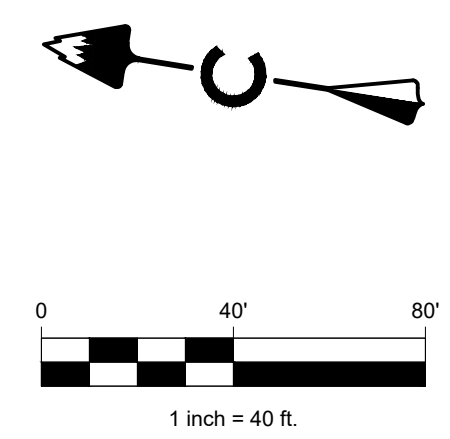
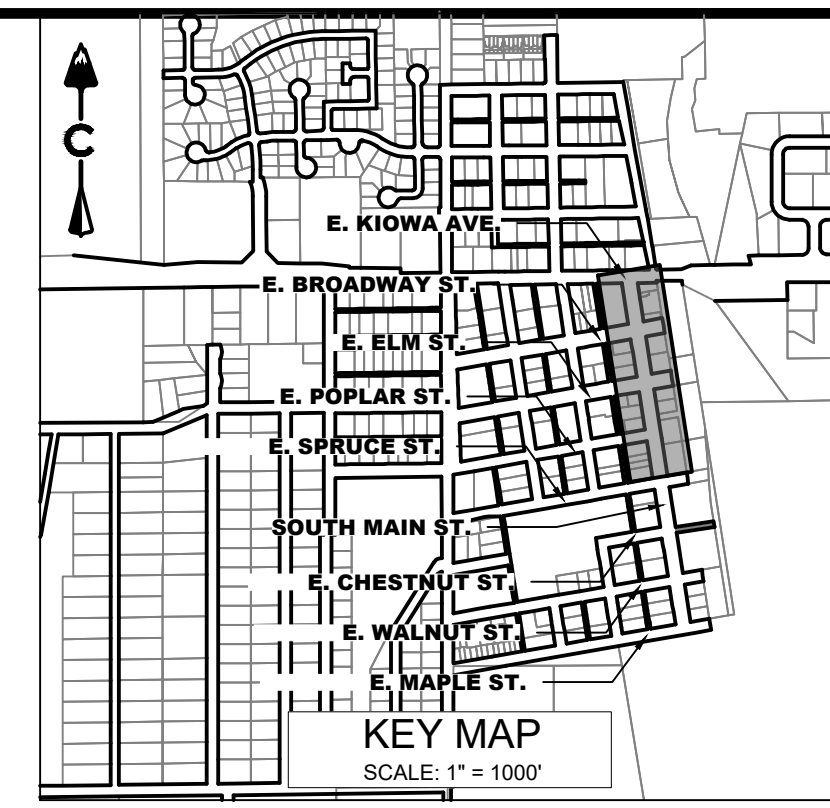
DIAGONAL PARKING



PARALLEL PARKING



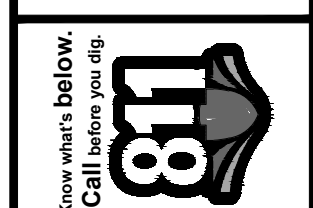
COMBINATION PARKING



LEGEND

- RIGHT OF WAY (R.O.W.)
- CENTERLINE
- PROJECT BOUNDARY
- SIGHT TRIANGLE
- PROPOSED CURB & GUTTER
- EXISTING STREET LIGHT POLES
- PROPOSED STREET SIGNS
- EXISTING RAMPS
- PROPOSED CONCRETE
- EXISTING DRIVEWAY

CORE CONSULTANTS, INC.
 3473 S. BROADWAY
 DENVER, CO 80113
 303.703.4444
 LIVE@OURCORE.COM



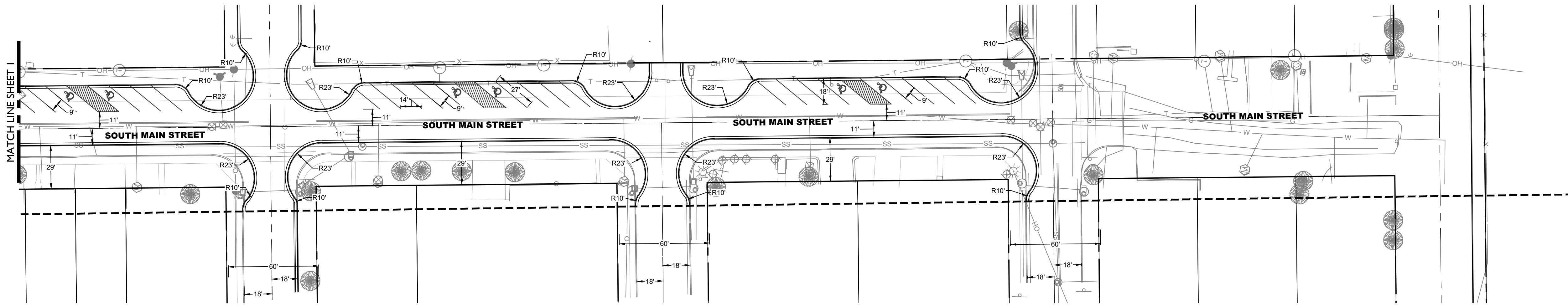
#	REVISION DESCRIPTION	DATE	BY
1	DRAFT	5/10/2022	MN
2	DRAFT	8/27/2022	MN

ELIZABETH MAIN STREET STREETScape
 ELIZABETH, CO
 PRELIMINARY CONCEPT
 MAIN STREETScape

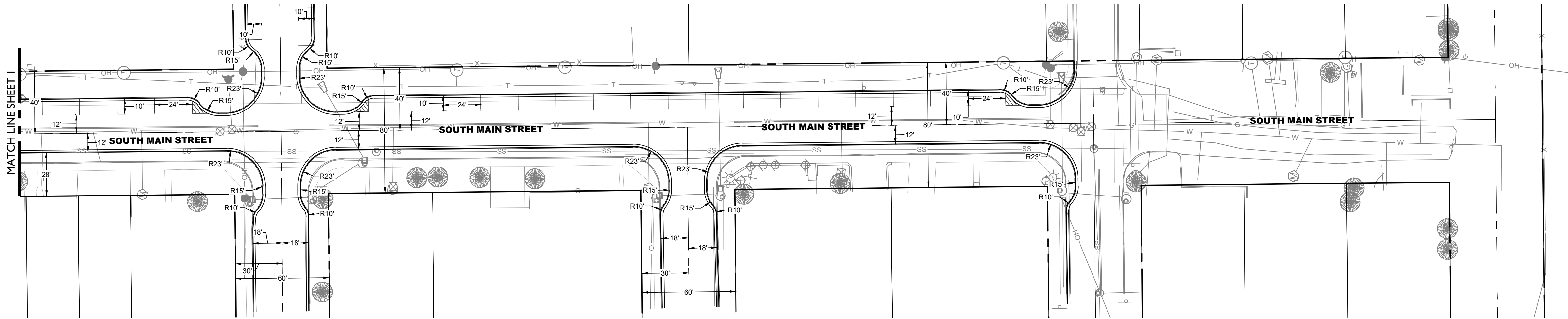
NOT FOR CONSTRUCTION

DESIGNED BY: JO
 DRAWN BY: JO
 CHECKED BY: MN

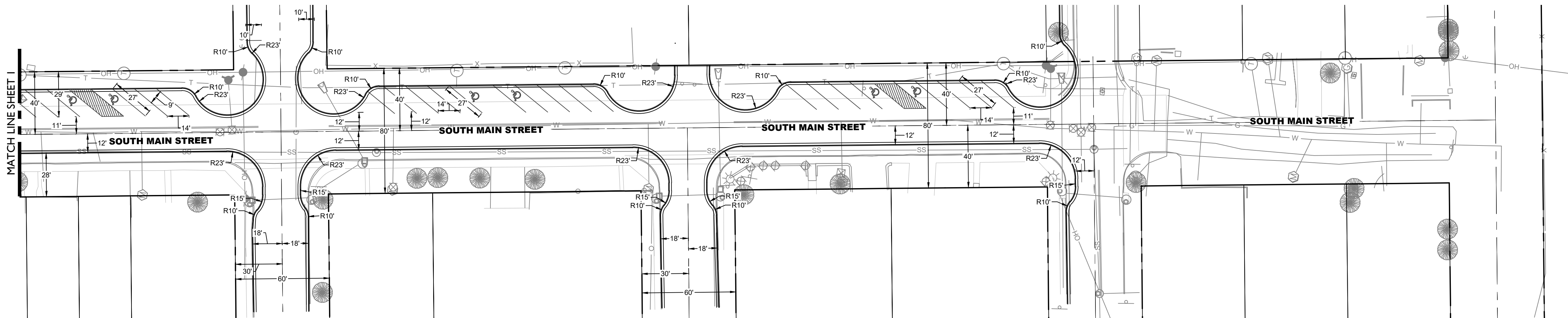
JOB NO.
 10-010-069
 SHEET
 1



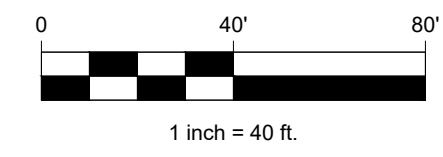
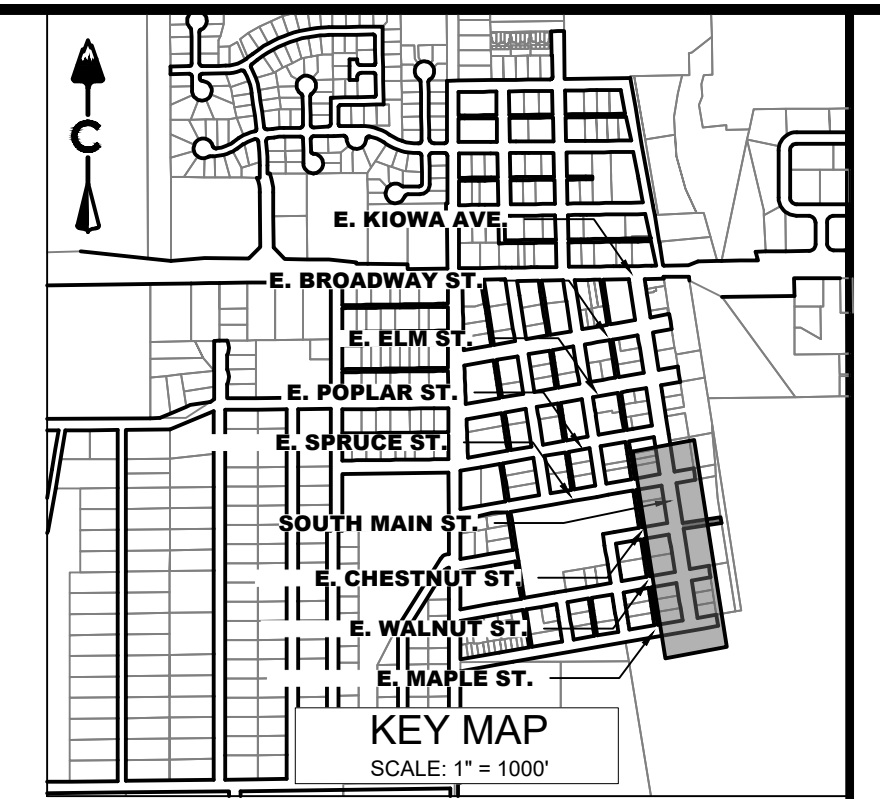
DIAGONAL PARKING



PARALLEL PARKING



COMBINATION PARKING



LEGEND

- RIGHT OF WAY (R.O.W.)
- CENTERLINE
- PROJECT BOUNDARY
- SIGHT TRIANGLE
- PROPOSED CURB & GUTTER
- EASEMENT
- EXISTING STREET LIGHT POLES
- PROPOSED STREET LIGHT POLES
- EXISTING STREET SIGNS
- PROPOSED STREET SIGNS
- EXISTING RAMPS
- PROPOSED RAMPS
- EXISTING CONCRETE
- PROPOSED CONCRETE
- EXISTING GRAVEL ROAD

Know what's below. Call before you dig.

#	REVISION DESCRIPTION	DATE	BY
1	DRAFT	5/10/2022	MN
2	DRAFT	8/27/2022	MN

ELIZABETH MAIN STREET STREETScape
 ELIZABETH, CO
 PRELIMINARY CONCEPT
 MAIN STREETScape

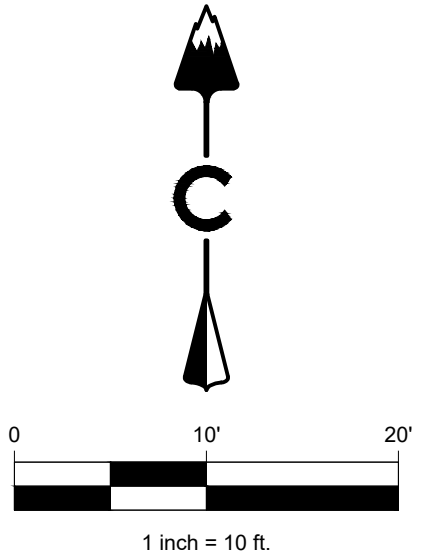
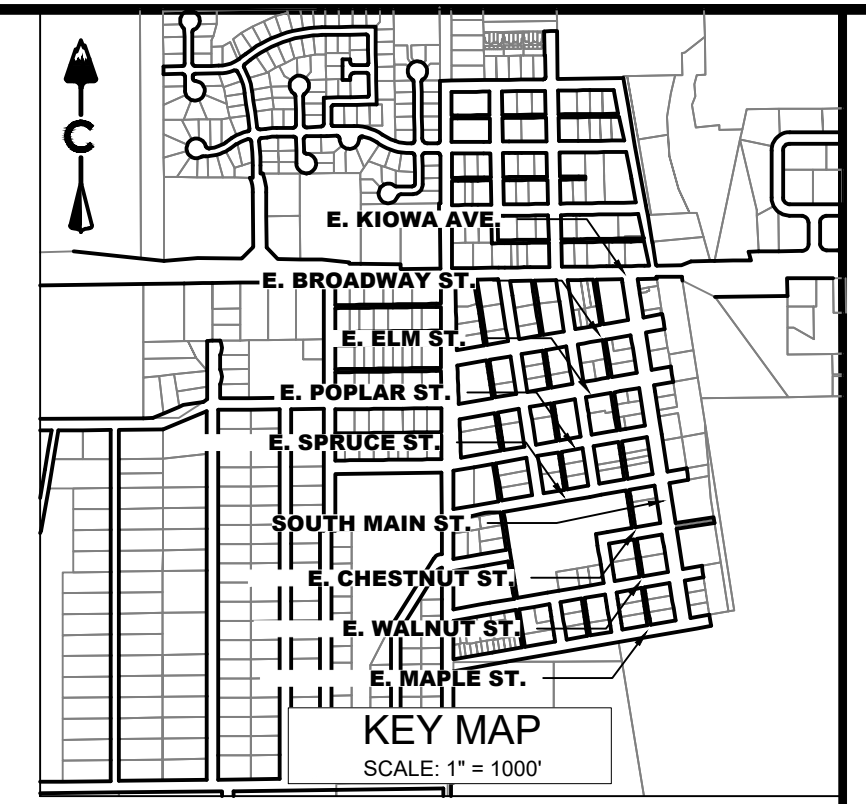
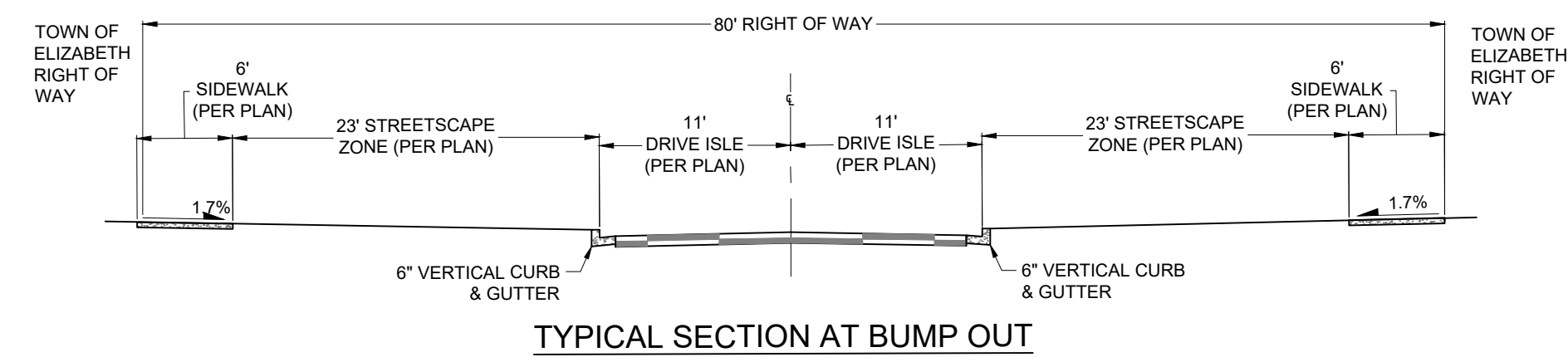
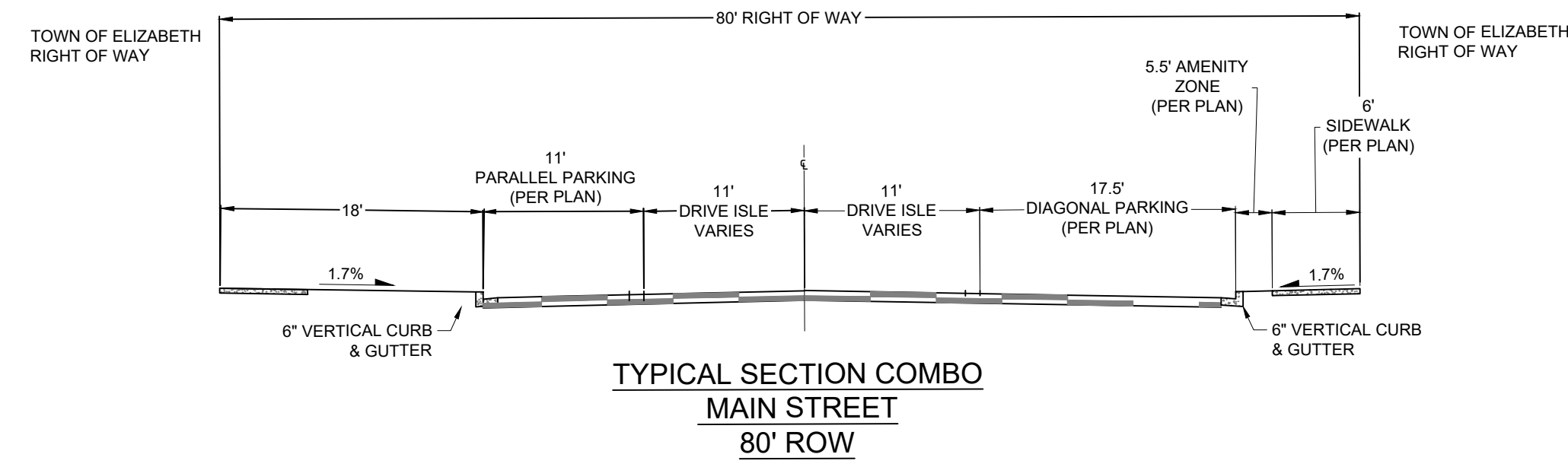
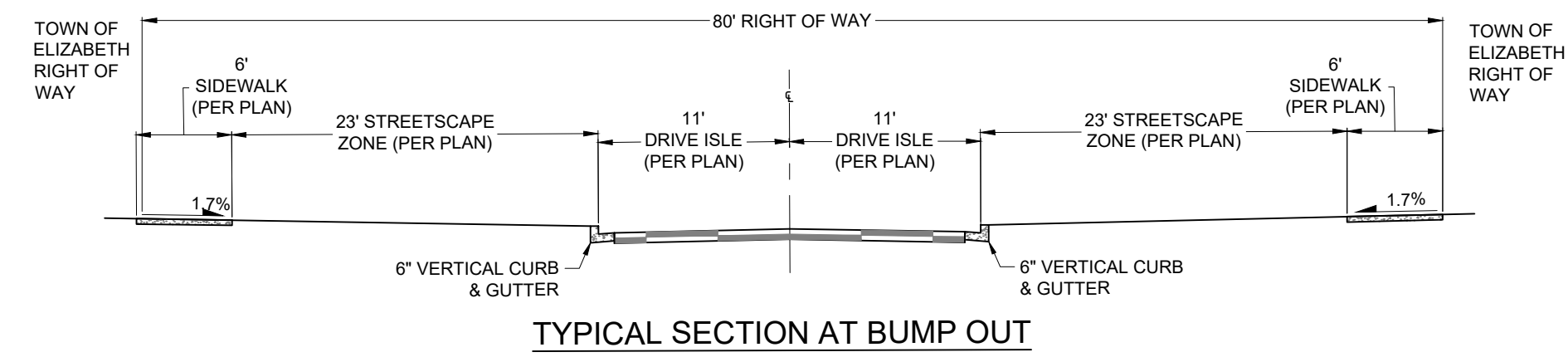
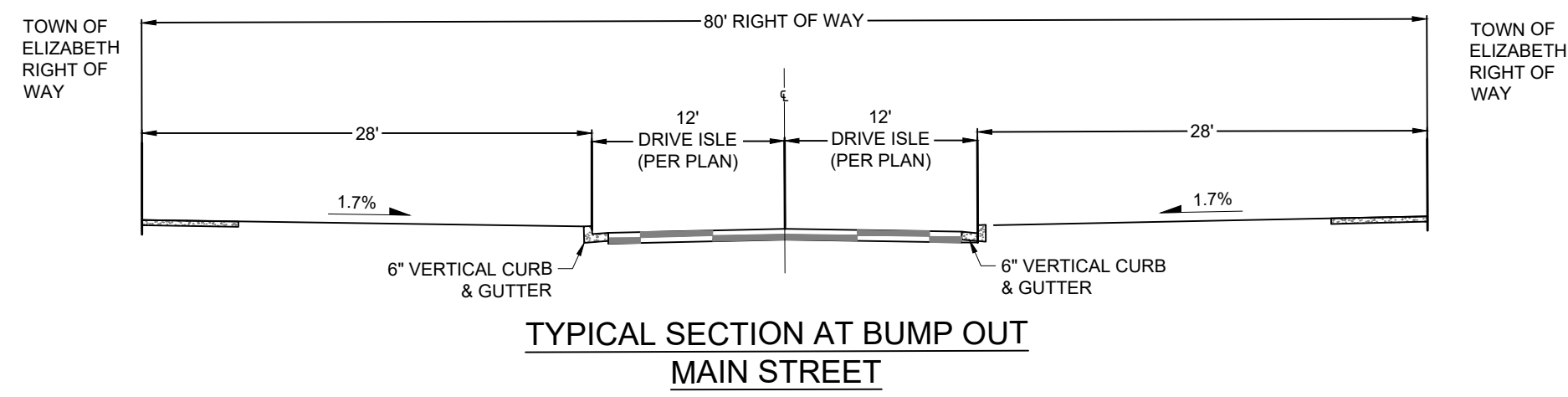
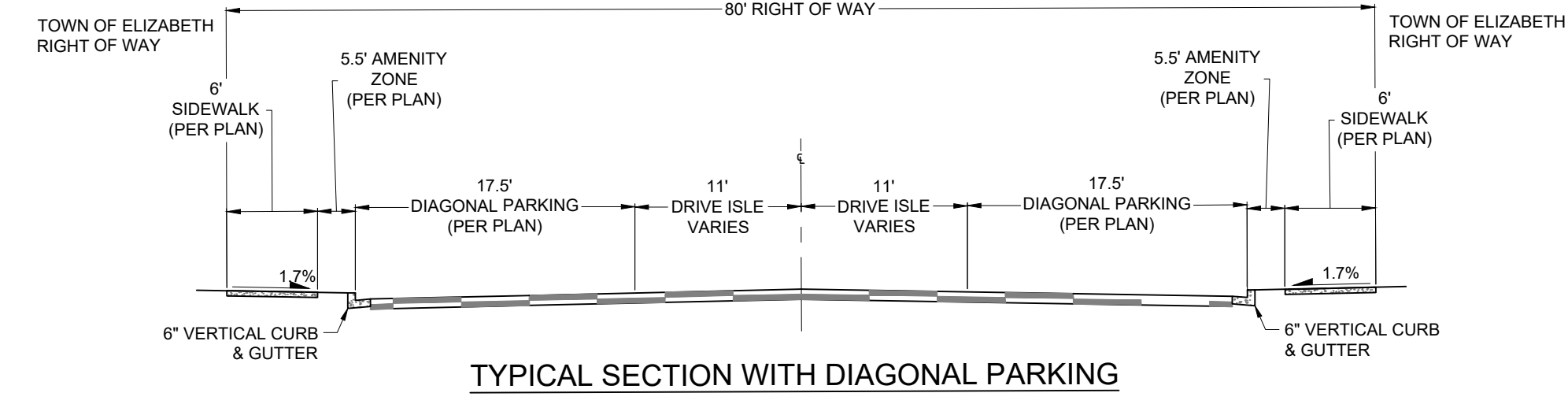
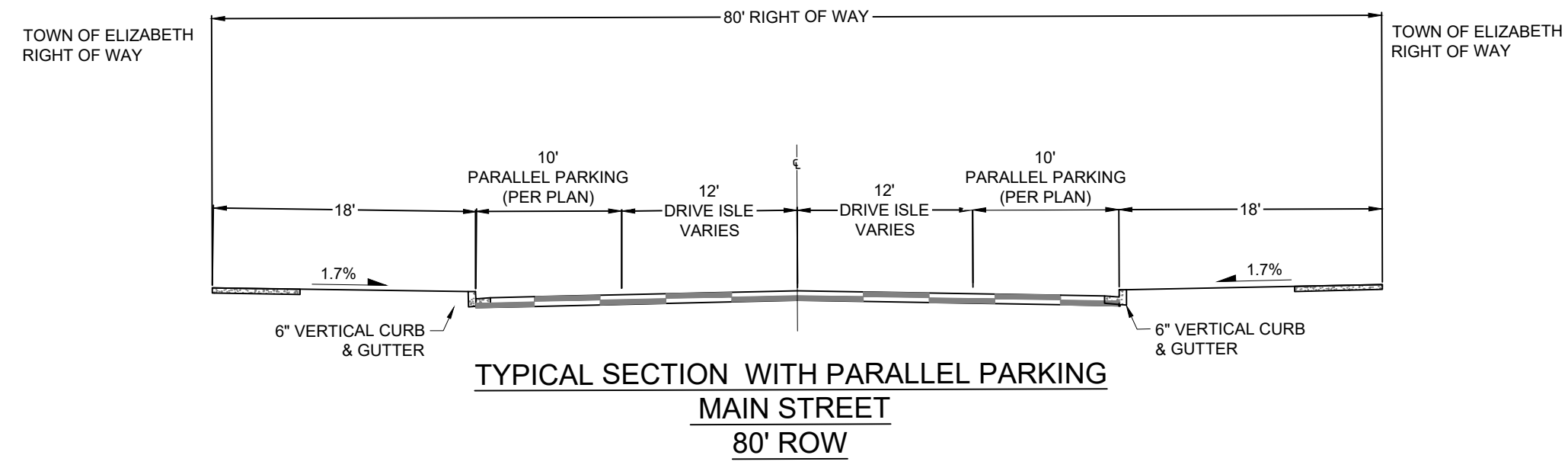
NOT FOR CONSTRUCTION

DESIGNED BY: JO
 DRAWN BY: JO
 CHECKED BY: MN

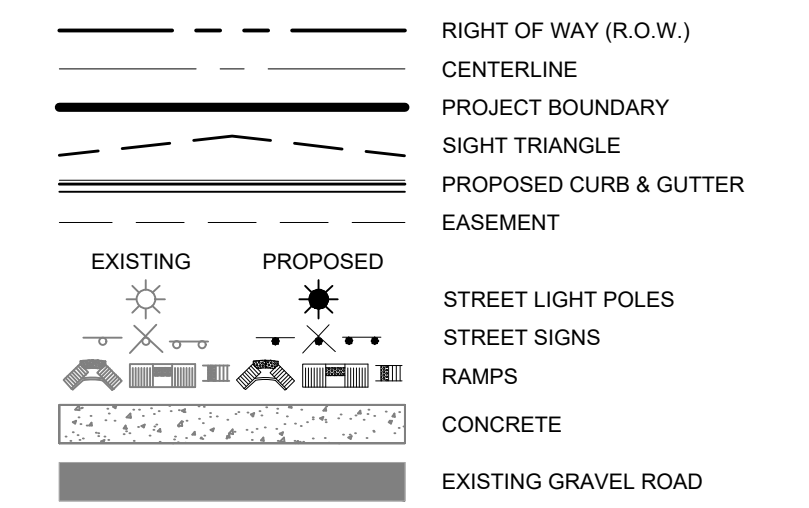
JOB NO.
 10-010-069
 SHEET
 2

CORE
 CORE CONSULTANTS, INC.
 3473 S. BROADWAY
 DENVER, CO 80113
 303.703.4444
 LIVE@CORE.COM

LAND DEVELOPMENT
 ENERGY
 PUBLIC INFRASTRUCTURE



LEGEND



Know what's below. Call before you dig.

#	REVISION DESCRIPTION	DATE	BY
1	DRAFT	5/10/2022	MN
2	DRAFT	8/27/2022	MN

ELIZABETH MAIN STREET STREETSCAPE
ELIZABETH, CO
PRELIMINARY CONCEPT
CROSS SECTIONS

NOT FOR CONSTRUCTION

DESIGNED BY: SO
DRAWN BY: SO
CHECKED BY: MN

JOB NO.
10-010-069
SHEET
3

CORE CONSULTANTS, INC.
3473 S. BROADWAY
DENVER, CO 80113
303.703.4444
LIVEYOURCORE.COM

LAND DEVELOPMENT
ENERGY
PUBLIC INFRASTRUCTURE





TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor, Mayor Pro Tem, and Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: February 14, 2023
SUBJECT: Demolition of Banner Property

BACKGROUND

In 2021 the Town of Elizabeth acquired property across from Town Hall commonly known as 174 S. Banner Street. The property is made up of one small residential property and a small building that has been converted from a chicken coop into a residence. The overall plan by the Town was to make use of the land for purposes of further development in the area to include expanded parking or similar uses.

At the time of preparing the 2023 budget, concerns were raised as to the overall cost of the building demolition and any required remediation to the property. Because of the uncertainties a total of \$150,000 was budgeted for the project. The Town has received an estimate in the amount of \$62,000 to proceed with the project, resulting in a substantial savings for the Town.

Staff is seeking authority to enter into an agreement with Elite Surface Infrastructure in the amount of \$62,000 for the demolition of the buildings. Staff is also seeking authority for an additional \$10,000 for contingencies associated with the project. These contingencies may come in one of two specific means, first, there may be additional costs associated specifically with the removal of the house and the chicken coop, second, there may be the opportunity for demolition of the adjacent property if acquired by the Town. The contingency would provide opportunity to resolve any concerns that may arise without additional Board approval, but still well below budget and with Board oversight.

ANALYSIS

Public Works would like to proceed with the estimate provided. The estimate includes costs for mobilization, building demolition, tree removal, stump grinding, and utility abandonment. Should the adjacent property be ready for demolition, the authority sought would cover any additional costs.

STAFF RECOMMENDATION

Staff recommends proceeding for the reasons set forth herein.

BUDGET CONSIDERATIONS

The proposed work is estimated at \$62,000, with an additional \$10,000 being sought as a contingency. The budgeted amount is \$150,000, and therefore leaving approximately \$78,000 in unspent funds to be used elsewhere, or in improvement to the lot for basic parking.

ATTACHMENTS

Estimate from Elite Surface Infrastructure (ESI) in the amount of \$62,000.00
Resolution for Demolition of Banner Property

RESOLUTION 23R11

A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO EXPEND FUNDS FOR PURPOSES OF THE DEMOLITION OF IMPROVEMENTS LOCATED AT 171 SOUTH BANNER ST., ELIZABETH, COLORADO

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

Section 1. By and through the Town of Elizabeth’s 2023 Budget Process, the Board of Trustees specifically budgeted funds for the removal and demolition of improvements located at 171 South Banner Street, Elizabeth, Colorado.

Section 2. The demolition of the house, chicken coop, and trees associated with this property may include additional unknown expenditures to place the property back into an unimproved state.

Section 3. The current proposal is in the amount of sixty-two thousand dollars (\$62,000.00) for mobilization, building demolition, tree removal, stump grinding, and utility abandonment. There could be additional expenses outside of the scope of the current proposal due to items found in the demolition process.

Section 4. The Director of Public Works is specifically authorized to expend the following funds, in the following amounts, without further action of the Board of Trustees, but subject to the authorization of the Town Administrator:

a. The current proposal by Elite Surface Infrastructure (ESI) in an amount of sixty-two thousand dollars (\$62,000.00) with an additional contingency in the amount of ten thousand dollars (\$10,000.00) for a total expenditure not to exceed seventy-two thousand dollars (\$72,000.00) without additional Board approval.

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

1. The Director of Public Works and/or his designee is authorized to contract with Elite Surface Infrastructure (ESI) for the demolition of the improvements to the property located at 174 S. Banner St., Elizabeth, Colorado, in the amount of sixty-two thousand dollars (\$62,000.00).

2. The Director of Public Works, with the consent of the Town Administrator, is authorized to expend up to an additional ten thousand dollars (\$10,000.00) for unknown or discovered expenses related to the demolition of the improvements located at 174 S. Banner St., Elizabeth, Colorado and any additional related work.

PASSED, APPROVED, and ADOPTED this _____ day of _____, 2023, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Nick Snively, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk

TRADE CONTRACTOR AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2023 between the Town of Elizabeth, Colorado (the “Town”) and Elite Surface Infrastructure, DBA: ESI, 1199 Atchison Court, Castle Rock, CO 80109 (“Contractor”).

In consideration of the mutual covenants, agreements, conditions, and undertakings hereinafter specified, the Town and Contractor agree as follows:

Section 1. Scope of Work. Contractor shall perform all work in accordance with **Exhibit A**, which is attached hereto and incorporated by this reference, including furnishing all supervision, labor, equipment, and materials therefor (the “Project”).

Section 2. Contract Documents. The Contract Documents, which comprise the entire agreement and contract between the Town and Contractor, consist of this Agreement and Exhibit A; any special conditions measurement and payment technical specifications and drawings; and any modifications, change orders or other such revisions properly authorized after the execution of this Agreement.

Section 3. Agreement Price. The Town has appropriated the money necessary to fund this project. The Town shall pay the Trade Contractor in current funds for the performance of the work, subject to any additions and deletions, by written change order, the total sum not to exceed **SIXTY-TWO THOUSAND DOLLARS AND ZERO CENTS (\$62,000.00)** (the “Original Contract Amount”). Notwithstanding anything to the contrary contained in this Agreement, no change order or other form of directive by the Town requiring additional compensable work to be performed, which causes the aggregate amount payable under this Agreement, to exceed the amount appropriated for the Original Contract Amount, unless the Trade Contractor is given written assurance by the Town that lawful appropriations have been made by the Town to cover the cost of the additional work.

Section 4. Times and Methods of Payment.

a. Progress payments shall be made in as follows: Upon execution of this Agreement by both parties, the Town shall tender a 25% payment for deposit and mobilization, an additional 25% payment shall be tendered upon the initiation of work at the location, and the remaining 50% shall be paid upon completion and acceptance of the work performed under this Agreement.

Section 5. Retainage. An amount equal to ten percent (10%) of all progress payments shall be retained by the Town until the Project is completed satisfactorily and finally accepted by the Town at the conclusion of the warranty period.

Section 6. Final Payment. The Town shall make final payment to Contractor when the

Project is complete and finally accepted by the Town, which final acceptance shall occur at the conclusion of the warranty period.

Section 7. Probationary and Final Acceptance. Probationary acceptance of the Project shall follow inspection and approval of Contractor's performance by the Town, along with inspection by appropriate governmental officials pursuant to local, state and federal requirements, if necessary. The Town shall have the right and authority to determine the acceptability of Contractor's performance for conformity with this Agreement, which determination shall be conclusive and binding upon Contractor. Upon such a determination, the Town shall accept the Project on a probationary basis. Final acceptance by the Town shall then occur upon the termination of the Warranty Period and the completion of punch list items, if any. Final acceptance shall be subject to the provisions of this Contract and Colo. Rev. Stat. Section 38-26-107, as amended, and in no manner affects or releases any warranties or guarantees with Contractor or manufacturers of Project equipment.

The Project, when presented to the Town for final acceptance, shall be delivered free from any and all claims or encumbrances whether then in existence or later established by law, statute, ordinance or otherwise. No claim or encumbrance against the Project or the Project site shall be outstanding or otherwise unsettled at the time of final acceptance. The right to assert any claim or encumbrance against the Project, after final acceptance by the Town and final payment to Contractor, is hereby waived by Contractor on behalf of itself and any subcontractor, laborer, materialman, equipment supplier, manufacturer, or other person.

Section 8. Commencement and Completion of Performance. The services called for shall commence on February 15, 2023 and end on Final Approval and Acceptance by the Town of Elizabeth Public Works Department. Contractor shall commence any work requested by the Town within ten (10) days of notification by the Town. In the event Contractor fails to commence work within this time period, the Town may take over the work and prosecute the same to completion. The date of beginning and the time for completion of the work are essential conditions of this Agreement. Contractor shall proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed by and between the Town and Contractor that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work during the period such work is to be performed.

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

- a. to any preference, priority or allocation order duly issued by the Town; and
- b. to unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to, unforeseen conditions, acts of God or of the public enemy, acts of the Town, fires,

floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

Section 9. Termination.

a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided, that no such termination may be affected unless the other party is given:

- i. not less than ten (10) calendar days written notice of intent to terminate, and
- ii. an opportunity for consultation with the terminating party prior to termination.

b. This Agreement may be terminated in whole or in part in writing by the Town for its convenience.

c. Upon receipt of a termination action pursuant to paragraphs a. and b. above, Contractor shall promptly discontinue all services affected (unless the notice directs otherwise) and the Town may take over the work and prosecute the same to completion by agreement with another party or otherwise.

Section 10. Taxes, Licenses, Permits and Regulations. In all operations connected with the Project, Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary for completion of the Project, paying all fees therefor unless otherwise specified by the Town. The Town shall assist Contractor to determine which licenses and permits are required for completion of the Project.

The Town is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the Town is exempt shall not be included in the Agreement Price. The Town shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an exemption certificate and purchase the materials tax free. Pursuant to C.R.S. §39-26-114(1)(a)(XIX), Contractor and subcontractors shall be liable to the State of Colorado for exempt taxes paid due to failure to apply for exemption certificates or for failure to use said certificates. Contractor shall comply with all laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the performance of work on the Project and, particularly, in complying with those laws concerning the environment, workers' compensation, safety and health, state labor and materials, and equal employment opportunity.

Section 11. Insurance.

The Trade Contractor agrees to obtain and maintain during the life of this Contract, a

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

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

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

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

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

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

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

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

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

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

The certificate of insurance provided by the Trade Contractor shall be completed by the Trade Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the contract. No other form of certificate shall be used. The certificate shall identify this Contract and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least 30 days prior written notice has been given to the Town. The completed certificate of insurance shall be sent to:

Patrick Davidson
Town of Elizabeth
Box 159
151 South Banner Street
Elizabeth, Colorado 80107

Failure on the part of the Trade Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate this contract, or at its discretion the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by the Trade Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to the Trade Contractor from the Town.

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

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

Section 12. Warranties and Guarantees. Contractor hereby represents, warrants, and guarantees to the Town all workmanship, equipment and materials on or made a part of the Project and its structures for a period of two (2) years from and after the date of probationary acceptance of the work by the Town as provided by this Agreement.

Section 13. Indemnification. Contractor shall indemnify, defend, and hold the Town, its agents, employees, engineers, and attorneys harmless from and against all claims, damages, judgments, losses and expenses of every nature, including reasonable attorney fees, arising at any time out of any act or omission of Contractor, its employees, subcontractors and their employees, and all other persons directly or indirectly involved in or performing work for Contractor on the Project.

Section 14. Subcontractors. All contracts between Contractor and subcontractors shall conform explicitly to all applicable provisions of this Agreement. Contractor shall require any subcontractors to provide the Town with a certificate of insurance which provides insurance coverage as provided by Section 11 of this Agreement. The certificate of insurance shall name the Town as an additional insured and provide that the policy shall not be terminated without ten (10) days written notice to the Town. In all events, Contractor shall be responsible and held liable for any bonding, insurance, warranties, indemnities, progress payments and completion of performance of or to such subcontractors. Upon receipt of progress and final payments from the Town, Contractor shall disburse the same immediately to subcontractors without any requirement of the Town to supervise the same. The Town may, but shall not be obligated to, require Contractor to furnish lien waivers for the work performed or materials furnished by subcontractors or materialmen prior to payment of progress payments or final payment. No contractual relationship shall exist between the Town and any subcontractor because of the subletting of any part of the Project work.

Section 15. Change Order. There shall be no increase in price or change in the scope of work described herein without a written change order issued by the Town along with the Town's written assurance that lawful appropriations have been made by the Town to cover the cost of any additional work or materials described in the change order.

Section 16. Work Rules.

a. Contractor shall perform all work hereunder in keeping with the rules and regulations that the Town may promulgate at any time for the safe, orderly, and efficient conduct of all operations.

b. The Town shall have the right to require of Contractor the immediate removal from the Project of any employee of Contractor or of his subcontractors who, in the discretion of the Town, is not qualified to perform the work assigned to him, is guilty of improper conduct, or is not working in harmony with the other trades.

c. Nothing contained in this Agreement shall constitute Contractor as being an employee of the Town, nor shall any employment relationship between the Town and Contractor be created by the terms hereof.

d. Contractor is responsible for the safety of any of its materials, tools, possessions, and rented items stored on the job site and for protection of the Project and shall hold the Town and its authorized representatives harmless from any damage or loss incurred thereto.

e. Contractor shall promptly pay in full for any and all damage caused to the Project site by Contractor or by any subcontractor or other person or entity of any nature furnishing materials, equipment, machinery, supplies, labor, skilled services, or instruments for whose actions Contractor is responsible hereunder.

f. No material, equipment, tools, supplies, or instruments other than those belonging to or leased by Contractor will be removed from the Project site by Contractor without the prior written approval of the Town.

g. Contractor agrees to report immediately to the Town, in writing, any and all property damage and/or personal injury that occurs on the Project site during the course of Contractor's performance.

Section 17. Assignment. Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the Town. The terms of this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

Section 18. Amendment. This Agreement may be amended from time to time by agreement between the parties hereto. No amendment, modification, or alteration of this Agreement shall be binding upon the parties hereto unless the same is in writing and approved by the duly authorized representatives of each party hereto.

Section 19. Severability. If any term, section, or other provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, section or other provision shall not affect any of the remaining provisions of this Agreement.

Section 20. Waiver. No waiver any either party of any right, term or condition of this Agreement shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this
day of _____, 2023, by _____ as the
_____ of _____.

My commission expires: _____

(S E A L)

Notary Public



CORPORATE OFFICE
 1199 ATCHISON COURT
 CASTLE ROCK, CO 80109
 PHONE: 303-841-0292
www.elitesi.com


To:	Town Of Elizabeth	Contact:	James McErnie
Address:	151 South Banner Street Elizabeth, CO 80107	Phone:	303.646.4166
Project Name:	174 S Banner Demo	Bid Number:	DRL221702
Project Location:	174 S Banner St, Elizabeth, CO	Bid Date:	11/4/2022

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
100	Mobilization · Equipment Mob (one Time) · Supervision For ESI Scopes	1.00	LS	\$5,000.00	\$5,000.00
200	Building Demo · Remove Buildings · Abandon Water & Sewer Services Within Property · Gas/electric To Be Abandoned By Others Prior To Start · Grading/sloping Site With Onsite Materials · Haul Building & Foundation Materials To Landfill	1.00	LS	\$21,000.00	\$21,000.00
300	Tree Removals · Remove 5x Trees At SW Corner · Stumps Cut To Grade (w/o Damaging Sidewalks) · Stump Grinding Not Included	1.00	LS	\$14,000.00	\$14,000.00
400	Stump Grinding · Grinding Stumps To 12" Below Grade	1.00	LS	\$2,000.00	\$2,000.00
500	Utility Abandonments · Assume 1x Water & 1x Sewer Abandonment In ROW · Includes Sawcut, Demo, Patching Upon Completion · Assume Native Backfill At ROW (excludes Flashfill)	1.00	LS	\$20,000.00	\$20,000.00

Total Bid Price: \$62,000.00

Notes:

- **Exclusions:** Rock excavation, hidden hazards, frost, snow, mud, groundwater, bedrock, weather protection, winter protection, permits, licensing, fees, inspections, surveying, engineering, materials testing, cost/access to construction water, cathodic protection, waterproofing, dewatering, street cleaning, asphalt/concrete paving, traffic control, SWPPP, erosion control, cost of bond, removal of hazardous materials, landscaping, open trench protection, textura payment systems, multiple mobilizations due to extended delays or unforeseen conditions, geotechnical investigations, restabilization, utility encasements, import/export of material, ROW work, hardscape removals
- **Notes/Qualifications:**
 - ESI proposal is based on current market diesel rates. If diesel fuel increases above \$6/GAL, additional costs may apply
 - Grading done once to + or – one tenth
 - If Textura payment system will be used add 0.22% to the contract total.
 - Bond is not included. Add 1.5% if bond is required
 - Pricing is based on the above reference descriptions and project explanations

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: ESI "Elite Surface Infrastructure"</p> <p>Authorized Signature:  Jake Rae</p> <p>Estimator: Daniel Lavigne (720) 470-3817 daniel.lavigne@elitesi.com</p>
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February 14, 2023

Management Team Updates

Community Development – Zach Higgins

- Community Development is currently seeking a Planner/Project Manager
- The HAB and MSBOD held a joint workshop to discuss the creation of a Historic District and an update to the TOE Design Standards and Guidelines
- The Planning Commission continued its training with an APA Planning Commissioner Training session on Staff Reports.
- The Water 101 training session will be held on 03/07/2023 at 6:30pm
- Planning Commission has designated members to attend the BOT workshops on code updates

Town Clerk – Michelle Oeser

- Our passport service will officially open on February 14, 2023. Staff did a test passport application with Hannah, and all went very well.
- Notices of Town event dates have been sent to the Sheriff, both local newspapers, all Town departments, and to the Means Agency (new community calendar).
- Staff is working on setting up advance dates for both the Elizabeth Chamber and Elizabeth Park and Recreation signs for advertising events. We are also looking at the months to advertise in the community magazine.
- Staff is busy working on plans for all events and getting ahead of the game.
- Dates of events will be shared on the Town website, Facebook, and Instagram. This will be done as a What is Coming type of notice.
- Harmony has been working with Mandy and Hannah on scanning documents into Laserfiche for records retention.
- Hannah is working with the auditor on the 2022 audit.
- Allison will be notifying our known food vendors of the new food truck ordinance once it is in effect.
- Safeway applied for a permanent modification of premises, it was administratively approved under Section 6-3-100(a), Regulation 47-302. They modified where alcohol will be located on the shelves. It has been sent onto the state.

Police –

 See attached report

Public Works and Utilities – Mike DeVol

 No Report

Report Criteria:

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

Payee	Check Number	Amount	
HUBER Technology	10569	31,182.00	Waste Treatment Plan fine screen controls
SAFEBuilt, LLC	10575	40,383.79	Building Permits
Grand Totals:		71,565.79	

TOWN OF ELIZABETH
 COMBINED CASH INVESTMENT
 NOVEMBER 30, 2022

COMBINED CASH ACCOUNTS

99-104201	COLOTRUST INVESTMENT ACCOUNT	14,386,350.76
99-104202	CORE ARPA ACCOUNT	153,061.00
99-104203	CORE INVESTMENT ACCOUNT	4,411,210.03
99-105200	CBOC (WATER SEWER)	297,638.74
		19,248,260.53
99-100001	CASH ALLOCATED TO OTHER FUNDS	(19,248,260.53)
		.00
TOTAL UNALLOCATED CASH		

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	2,649,143.20
21	ALLOCATION TO STREET FUND	911,730.97
31	ALLOCATION TO CAPITAL IMPROVEMENT FUND	8,114,583.51
32	ALLOCATION TO STREET CAPITAL IMPROVEMENT FND	3,172,604.82
52	ALLOCATION TO WATER SEWER FUND	4,400,198.03
		19,248,260.53
	ALLOCATION FROM COMBINED CASH FUND - 99-100001	(19,248,260.53)
		.00
ZERO PROOF IF ALLOCATIONS BALANCE		

TOWN OF ELIZABETH
BALANCE SHEET
NOVEMBER 30, 2022

GENERAL FUND

ASSETS

10-100001	CASH IN COMBINED CASH FUND	2,649,143.20	
10-101000	PETTY CASH	200.00	
10-101100	PETTY CASH- POLICE DEPT	100.00	
10-102200	CONSERVATION TRUST FUND	114,430.28	
10-110000	PROPERTY TAXES RECEIVABLE	11,008.97	
10-115000	ACCOUNTS RECEIVABLE	315,894.51	
	TOTAL ASSETS		3,090,776.96

LIABILITIES AND EQUITY

LIABILITIES

10-202000	ACCOUNTS PAYABLE	(369.15)	
10-202200	RESTITUTION PAYABLE--MUNI. CT.	2,295.19	
10-202201	COURT BONDS POSTED	590.00	
10-202202	OJW/WARRANT FEE DUE TO DMV	103.98	
10-202203	PERFORMANCE BONDS PAYABLE	65,714.39	
10-202300	AP TO ELBERT CO.--BLGUTX SHARE	16,375.07	
10-217200	SOC SEC TAXES PAYABLE	(68.09)	
10-217201	MEDICARE TAXES PAYABLE	(2.75)	
10-217300	FED'L WITHHOLDING TAXES PAYABL	(1.00)	
10-217400	STATE WITHHOLDING TAXES PAYABL	3,394.00	
10-217500	HEALTH INSURANCE PAYABLE	905.65	
10-217501	PRETAX SUPPLEMENTAL INSURANCE	(16.15)	
10-217502	AFTER TAX SUPPLEMENTAL INS	55.97	
10-217600	UNEMPLOYMENT INSURANCE PAYABLE	409.59	
10-217603	WORKERS' COMP. INS. PAYABLE	24,023.37	
10-219000	457 CONTRIBUTIONS PAYABLE	(28.85)	
10-222001	DEFERRED REVENUE - ARPA	303,828.76	
10-250022	LENNAR	(15,996.96)	
10-250039	SCARLETT CREEK SUBDIVISION	80.04	
10-250041	MAIN STREET STATION	259.21	
10-250042	ELIZABETH WEST ZONING	(11,882.10)	
10-250048	DAIRY QUEEN SITE PLAN	161.00	
10-250051	HENDERSON REPLAT	461.05	
10-250052	ABRAHAM REZONE	513.23	
10-250054	ZIGGI'S COFFEE	3,183.20	
10-250055	CLEARLY BUILDING	(958.16)	
10-250056	MCDONALDS IGA	3,404.00	
10-250057	ANNA'S CAR WASH IGA	3,404.00	
10-250059	H1 ENTERPRISES	1,758.50	
10-250060	PINE RIDGE CROSSING (NEW)	(15,454.81)	
10-250062	ELIZABETH STREET PLAZA	(2,180.06)	
10-250063	WALNUT GROVE	180.87	
10-250064	MBP ENTERPRISES INC.	1,300.00	
	TOTAL LIABILITIES		385,442.99

FUND EQUITY

10-280000	FUND BALANCE	2,156,822.36	
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TOWN OF ELIZABETH
BALANCE SHEET
NOVEMBER 30, 2022

GENERAL FUND

UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD	<u>548,511.61</u>		
BALANCE - CURRENT DATE		<u>548,511.61</u>	
TOTAL FUND EQUITY			<u>2,705,333.97</u>
TOTAL LIABILITIES AND EQUITY			<u><u>3,090,776.96</u></u>

TOWN OF ELIZABETH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>TAX</u>					
10-31-1000	1,226.70	714,473.30	710,786.00	(3,687.30)	100.5
10-31-2000	9,722.64	104,564.77	105,000.00	435.23	99.6
10-31-3100	102,803.59	951,239.78	893,750.00	(57,489.78)	106.4
TOTAL TAX	113,752.93	1,770,277.85	1,709,536.00	(60,741.85)	103.6
<u>LICENSES & PERMITS</u>					
10-32-1000	5,702.64	81,262.77	75,000.00	(6,262.77)	108.4
10-32-2000	15,983.73	99,884.86	150,000.00	50,115.14	66.6
10-32-3000	1,636.00	26,932.23	30,000.00	3,067.77	89.8
TOTAL LICENSES & PERMITS	23,322.37	208,079.86	255,000.00	46,920.14	81.6
<u>INTERGOVERNMENTAL</u>					
10-33-2000	588.60	4,979.15	5,500.00	520.85	90.5
10-33-3000	.00	8,069.06	8,500.00	430.94	94.9
TOTAL INTERGOVERNMENTAL	588.60	13,048.21	14,000.00	951.79	93.2
<u>SOURCE 34</u>					
10-34-1000	.00	6,269.96	226,807.00	220,537.04	2.8
TOTAL SOURCE 34	.00	6,269.96	226,807.00	220,537.04	2.8
<u>EARMARKED FUNDS / MISCELLANEOU</u>					
10-36-1000	8,752.49	38,185.36	2,500.00	(35,685.36)	1527.4
10-36-3100	8,776.70	110,683.75	70,000.00	(40,683.75)	158.1
10-36-4000	61,205.53	669,735.73	665,000.00	(4,735.73)	100.7
10-36-7000	25.50	22,240.22	35,000.00	12,759.78	63.5
10-36-9000	75.00	89,410.54	.00	(89,410.54)	.0
TOTAL EARMARKED FUNDS / MISCELLANEOU	78,835.22	930,255.60	772,500.00	(157,755.60)	120.4
<u>OTHER FUNDS</u>					
10-39-7000	14,583.33	160,416.63	175,000.00	14,583.37	91.7
10-39-7003	4,583.33	50,416.63	55,000.00	4,583.37	91.7
10-39-7004	4,166.67	45,833.37	50,000.00	4,166.63	91.7
TOTAL OTHER FUNDS	23,333.33	256,666.63	280,000.00	23,333.37	91.7

TOWN OF ELIZABETH
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
TOTAL FUND REVENUE	239,832.45	3,184,598.11	3,257,843.00	73,244.89	97.8

TOWN OF ELIZABETH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>TOWN CLERK</u>					
10-41-1100 SALARIES & WAGES	13,772.03	146,165.19	171,150.00	24,984.81	85.4
10-41-1150 TOWN CLERK SALARY	7,081.20	78,972.24	87,675.00	8,702.76	90.1
10-41-1300 OVERTIME	21.77	21.77	.00	(21.77)	.0
10-41-1400 WORKERS' COMPENSATION	23.15	249.71	260.00	10.29	96.0
10-41-1500 HEALTH INSURANCE	5,800.00	52,669.39	54,000.00	1,330.61	97.5
10-41-1550 RETIREMENT	734.07	7,151.11	7,765.00	613.89	92.1
10-41-1600 FICA	1,566.94	4,939.87	19,800.00	14,860.13	25.0
10-41-1700 COLO UNEMPLOYMENT	41.74	443.01	1,035.00	591.99	42.8
10-41-1800 TUITION REIMBURSEMENT	.00	2,880.00	5,000.00	2,120.00	57.6
10-41-1825 MEMBERSHIPS - EMPLOYEE	360.00	1,177.08	1,500.00	322.92	78.5
10-41-1850 TRAINING, TRAVEL AND LODGING	1,147.17	7,566.73	13,000.00	5,433.27	58.2
10-41-1900 ALLOWANCES	175.00	1,843.75	2,700.00	856.25	68.3
10-41-2500 AUDIT	112.97	26,306.97	28,500.00	2,193.03	92.3
10-41-3000 COMMUNITY ENGAGEMENT	155.68	2,129.28	2,400.00	270.72	88.7
10-41-3200 CONTRACTED SERVICES	50.00	1,567.50	4,500.00	2,932.50	34.8
10-41-3320 CONTRIBUTIONS AND SPONSORSHIPS	.00	1,284.23	3,000.00	1,715.77	42.8
10-41-3350 COUNTY TREASURER & OTHER FEES	26.25	14,125.19	17,500.00	3,374.81	80.7
10-41-3400 LEGAL PUBLICATIONS	699.60	5,724.91	10,000.00	4,275.09	57.3
10-41-3450 ELECTIONS	.00	25.00	15,000.00	14,975.00	.2
10-41-4000 BLDG MAINT AND REPAIRS	1,603.50	15,390.39	20,000.00	4,609.61	77.0
10-41-4400 EQUIPMENT AND MAINT	759.38	8,883.49	12,000.00	3,116.51	74.0
10-41-4500 FURNITURE	542.75	2,297.18	5,000.00	2,702.82	45.9
10-41-4600 OFFICE SUPPLIES	927.66	9,371.61	13,000.00	3,628.39	72.1
10-41-4700 POSTAGE	1,365.59	7,444.86	12,000.00	4,555.14	62.0
10-41-4800 TELEPHONE AND INTERNET	972.21	11,663.78	12,600.00	936.22	92.6
10-41-4900 UTILITIES	280.41	5,816.87	5,600.00	(216.87)	103.9
10-41-5100 HUMAN RESOURCES - CONTRACTED	.00	.00	10,000.00	10,000.00	.0
10-41-5250 IT - CONTRACTED	.00	23,986.83	30,000.00	6,013.17	80.0
10-41-5300 IT - HARDWARE	.00	11,268.40	15,000.00	3,731.60	75.1
10-41-5325 IT - SOFTWARE PURCHASES	599.88	599.88	5,000.00	4,400.12	12.0
10-41-5350 IT - SOFTWARE CONTRACTS	2,020.00	36,391.52	42,000.00	5,608.48	86.7
10-41-5400 INSURANCE	.00	84,573.24	99,000.00	14,426.76	85.4
10-41-5500 LEGAL - CONTRACTED	3,960.00	35,144.69	55,660.00	20,515.31	63.1
10-41-5600 MEMBERSHIPS - TOWN	2,235.47	10,040.01	11,500.00	1,459.99	87.3
10-41-5700 PUBLIC RELATIONS	1,286.62	1,798.40	2,500.00	701.60	71.9
10-41-5800 TOWN HALL EVENTS	75.00	539.34	7,500.00	6,960.66	7.2
10-41-9000 OTHER	444.32	11,047.72	10,000.00	(1,047.72)	110.5
TOTAL TOWN CLERK	48,840.36	631,501.14	813,145.00	181,643.86	77.7

TOWN OF ELIZABETH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>JUDICIAL</u>					
10-42-1200 SALARIES & WAGES- MUNI JUDGE	2,157.79	12,227.43	10,000.00	(2,227.43)	122.3
10-42-1400 STATE COMP	42.08	238.50	240.00	1.50	99.4
10-42-1600 FICA	165.07	935.35	810.00	(125.35)	115.5
10-42-1700 COLO UNEMPLOYMENT	4.32	24.48	36.00	11.52	68.0
10-42-1850 TRAINING, TRAVEL AND LODGING	.00	1,365.74	2,300.00	934.26	59.4
10-42-3200 COURT PROSECUTOR - CONTRACTED	2,160.00	10,635.00	6,500.00	(4,135.00)	163.6
10-42-9000 OTHER	.00	2,498.04	750.00	(1,748.04)	333.1
TOTAL JUDICIAL	4,529.26	27,924.54	20,636.00	(7,288.54)	135.3
<u>LEGISLATURE</u>					
10-43-1100 BOT - SALARIES & WAGES	1,050.00	11,400.00	14,400.00	3,000.00	79.2
10-43-1200 PC - COMPENSATION	200.00	1,850.00	3,000.00	1,150.00	61.7
10-43-1400 BOT - WORKERS' COMPENSATION	.67	7.08	11.00	3.92	64.4
10-43-1600 BOT - FICA	95.67	1,014.08	1,400.00	385.92	72.4
10-43-1700 BOT - COLO UNEMPLOYMENT	2.50	26.50	60.00	33.50	44.2
10-43-1850 BOT - TRAIN, TRVL, LODG	.00	4,832.00	8,000.00	3,168.00	60.4
10-43-3700 PC - TRAIN, TRVL, LODG	141.00	190.72	4,000.00	3,809.28	4.8
10-43-4400 BOT - EQUIPMENT	.00	889.98	2,500.00	1,610.02	35.6
10-43-5000 BOT - MEALS	339.60	938.42	1,500.00	561.58	62.6
10-43-9000 BOT- OTHER	.00	74.00	500.00	426.00	14.8
TOTAL LEGISLATURE	1,829.44	21,222.78	35,371.00	14,148.22	60.0

TOWN OF ELIZABETH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>POLICE</u>					
10-46-1100 SALARIES & WAGES	61,082.10	623,278.30	767,000.00	143,721.70	81.3
10-46-1240 CONTRACTED OVERTIME	600.00	3,300.00	5,000.00	1,700.00	66.0
10-46-1300 OVERTIME	1,377.42	9,728.07	12,000.00	2,271.93	81.1
10-46-1400 WORKERS' COMPENSATION	1,645.27	16,510.78	23,000.00	6,489.22	71.8
10-46-1500 HEALTH INSURANCE	13,866.98	153,943.06	195,000.00	41,056.94	79.0
10-46-1550 RETIREMENT	660.36	7,825.16	10,800.00	2,974.84	72.5
10-46-1600 FICA	1,300.75	13,514.94	11,122.00	(2,392.94)	121.5
10-46-1605 FPPA	5,851.46	65,179.81	69,030.00	3,850.19	94.4
10-46-1700 COLO UNEMPLOYMENT	117.00	1,128.51	3,068.00	1,939.49	36.8
10-46-1800 TUTION REIMB	.00	.00	5,250.00	5,250.00	.0
10-46-1825 MEMBERSHIPS - EMPLOYEE	74.00	1,117.12	1,500.00	382.88	74.5
10-46-1850 TRAINING, TRAVEL AND LODGING	2,215.26	9,131.47	15,000.00	5,868.53	60.9
10-46-1900 ALLOWANCES	612.50	6,017.86	7,800.00	1,782.14	77.2
10-46-3000 COMMUNITY OUTREACH	.00	935.36	3,000.00	2,064.64	31.2
10-46-3200 CONTRACTED SERVICES	9,589.20	85,840.28	70,000.00	(15,840.28)	122.6
10-46-3600 MOBILE DATA LAPTOPS	412.92	3,384.56	4,500.00	1,115.44	75.2
10-46-3650 WEAPONS - NON-LETHAL	.00	1,408.03	6,000.00	4,591.97	23.5
10-46-4000 BLDG MAINT & REPAIRS	203.99	8,334.69	21,000.00	12,665.31	39.7
10-46-4300 DRUG, SCREEN, PSY & POLY TEST	.00	1,186.35	4,000.00	2,813.65	29.7
10-46-4400 EQUIPMENT AND MAINTENANCE	2,384.33	12,327.72	12,000.00	(327.72)	102.7
10-46-4500 FURNITURE	1,171.68	1,501.65	2,500.00	998.35	60.1
10-46-4650 OFFICE SUPPLILES	1,112.51	8,797.05	12,000.00	3,202.95	73.3
10-46-4700 POSTAGE	.00	373.69	1,000.00	626.31	37.4
10-46-4800 TELEPHONE & INTERNET	1,080.49	12,159.94	16,000.00	3,840.06	76.0
10-46-4900 UTILITIES	89.48	4,441.68	7,000.00	2,558.32	63.5
10-46-6400 TRAINING AND AMMUNITION	28.73	2,243.87	3,000.00	756.13	74.8
10-46-6600 UNIFORMS	3,172.14	10,513.47	15,000.00	4,486.53	70.1
10-46-8000 VEHICLES AND LEASES	2,999.44	115,441.68	100,000.00	(15,441.68)	115.4
10-46-8050 VEHICLE MAINT & REPAIRS	1,423.36	7,075.56	25,000.00	17,924.44	28.3
10-46-8075 FUEL	1,962.57	19,146.72	20,000.00	853.28	95.7
10-46-9000 OTHER	3,053.34	6,498.88	6,000.00	(498.88)	108.3
TOTAL POLICE	118,087.28	1,212,286.26	1,453,570.00	241,283.74	83.4

TOWN OF ELIZABETH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>PUBLIC WORKS/PARKS/BUILDINGS</u>					
10-49-1100 SALARIES & WAGES	3,476.81	36,420.20	39,500.00	3,079.80	92.2
10-49-1300 OVERTIME	60.50	1,937.45	3,000.00	1,062.55	64.6
10-49-1400 WORKERS' COMPENSATION	170.62	1,775.34	1,900.00	124.66	93.4
10-49-1500 HEALTH INSURANCE	899.45	10,617.53	7,800.00	(2,817.53)	136.1
10-49-1550 RETIREMENT	71.62	849.16	1,185.00	335.84	71.7
10-49-1600 FICA	267.00	2,889.57	3,022.00	132.43	95.6
10-49-1700 COLO UNEMPLOYMENT	7.09	73.56	158.00	84.44	46.6
10-49-1850 TRAINING, TRAVEL AND LODGING	.00	.00	150.00	150.00	.0
10-49-1900 ALLOWANCES	56.25	548.85	487.00	(61.85)	112.7
10-49-4000 BLDG MAINT & REPAIRS	526.00	2,968.69	20,000.00	17,031.31	14.8
10-49-4800 TELEPHONE AND CELLPHONES	248.90	2,688.47	3,800.00	1,111.53	70.8
10-49-4900 UTILITIES	379.83	6,072.75	5,000.00	(1,072.75)	121.5
10-49-6100 PARKS MAINTENANCE	3,706.63	29,658.91	100,000.00	70,341.09	29.7
10-49-6300 PARTS AND REPAIRS	.00	110.09	9,500.00	9,389.91	1.2
10-49-6500 TREE CITY USA	.00	.00	2,000.00	2,000.00	.0
10-49-9000 OTHER	.00	1,013.87	5,000.00	3,986.13	20.3
TOTAL PUBLIC WORKS/PARKS/BUILDINGS	9,870.70	97,624.44	202,502.00	104,877.56	48.2
<u>TWN ADMINSTR</u>					
10-52-1100 SALARIES & WAGES	11,538.46	133,199.64	150,000.00	16,800.36	88.8
10-52-1400 WORKERS' COMPENSATION	12.82	147.76	150.00	2.24	98.5
10-52-1550 RETIREMENT	.00	.00	4,500.00	4,500.00	.0
10-52-1600 FICA	890.34	10,262.41	11,475.00	1,212.59	89.4
10-52-1700 COLO UNEMPLOYMENT	23.08	242.58	600.00	357.42	40.4
10-52-1825 MEMBERSHIPS - EMPLOYEE	.00	.00	500.00	500.00	.0
10-52-1850 TRAINING, TRAVEL AND LODGING	.00	1,255.80	7,000.00	5,744.20	17.9
10-52-1900 ALLOWANCES	100.00	1,657.97	900.00	(757.97)	184.2
TOTAL TWN ADMINSTR	12,564.70	146,766.16	175,125.00	28,358.84	83.8

TOWN OF ELIZABETH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>COMM DEV</u>					
10-53-1100 SALARIES & WAGES- COMM DEV	9,737.24	163,660.06	225,000.00	61,339.94	72.7
10-53-1300 OVERTIME COMMUNITY DEVELOPMENT	.00	112.13	.00	(112.13)	.0
10-53-1400 WORKERS' COMPENSATION	10.70	178.45	225.00	46.55	79.3
10-53-1500 HEALTH INSURANCE	3,085.74	30,464.70	34,000.00	3,535.30	89.6
10-53-1550 RETIREMENT	292.12	4,601.15	6,750.00	2,148.85	68.2
10-53-1600 FICA	718.72	12,415.90	17,100.00	4,684.10	72.6
10-53-1700 COLO UNEMPLOYMENT	19.48	315.19	900.00	584.81	35.0
10-53-1825 MEMBERSHIPS - EMPLOYEE	.00	608.00	1,200.00	592.00	50.7
10-53-1850 TRAINING, TRAVEL AND LODGING	.00	2,009.42	7,000.00	4,990.58	28.7
10-53-1900 ALLOWANCES	.00	637.50	3,600.00	2,962.50	17.7
10-53-2500 COMMUNITY EVENTS	2,719.80	38,101.29	45,000.00	6,898.71	84.7
10-53-3000 BUILDING PERMITS	1,669.69	65,376.55	112,500.00	47,123.45	58.1
10-53-3200 CONTRACTED SERVICES	.00	32,485.54	25,000.00	(7,485.54)	129.9
10-53-3425 ELIZABETH MAIN STREET	(357.00)	4,870.36	33,000.00	28,129.64	14.8
10-53-3450 HISTORIC ADVISORY BOARD	5,851.47	8,101.49	37,000.00	28,898.51	21.9
10-53-3475 MARKETING MATERIALS & PUBL	340.05	2,250.29	5,000.00	2,749.71	45.0
10-53-3700 TRAVEL/LODGING	.00	517.54	.00	(517.54)	.0
10-53-4000 GIS	.00	700.00	800.00	100.00	87.5
TOTAL COMM DEV	24,088.01	367,405.56	554,075.00	186,669.44	66.3
<u>NON-DEPARTMENTAL</u>					
10-59-9933 TRANSFER TO STREET MAINTENANCE	11,941.42	131,355.62	143,297.00	11,941.38	91.7
TOTAL NON-DEPARTMENTAL	11,941.42	131,355.62	143,297.00	11,941.38	91.7
TOTAL FUND EXPENDITURES	231,751.17	2,636,086.50	3,397,721.00	761,634.50	77.6
NET REVENUE OVER EXPENDITURES	8,081.28	548,511.61	(139,878.00)	(688,389.61)	392.1

TOWN OF ELIZABETH
BALANCE SHEET
NOVEMBER 30, 2022

STREET FUND

ASSETS

21-100001	CASH IN COMBINED CASH FUND	911,730.97	
21-115000	ACCOUNTS RECEIVABLE	39,931.02	
	TOTAL ASSETS		951,661.99

LIABILITIES AND EQUITY

LIABILITIES

21-202000	ACCOUNTS PAYABLE	(1,107.45)	
	TOTAL LIABILITIES		(1,107.45)

FUND EQUITY

21-280000	FUND BALANCE	831,920.43	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	120,849.01	
	BALANCE - CURRENT DATE	120,849.01	
	TOTAL FUND EQUITY		952,769.44
	TOTAL LIABILITIES AND EQUITY		951,661.99

TOWN OF ELIZABETH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>TAXES</u>					
21-31-3000 GENERAL SALES TAX	15,420.54	142,685.96	134,063.00	(8,622.96)	106.4
21-31-4000 USE TAX	1,949.61	16,889.12	21,407.00	4,517.88	78.9
TOTAL TAXES	17,370.15	159,575.08	155,470.00	(4,105.08)	102.6
<u>INTERGOVERNMENT</u>					
21-33-1000 HIGHWAY USERS TAX	6,817.66	70,529.72	100,000.00	29,470.28	70.5
21-33-1050 ROAD & BRIDGE	.00	125,131.47	150,000.00	24,868.53	83.4
21-33-6100 M.V. REGISTRATION (\$1.50)	401.62	4,360.71	4,300.00	(60.71)	101.4
21-33-6200 M.V. REGISTRATION (\$2.50)	597.50	6,445.00	6,400.00	(45.00)	100.7
TOTAL INTERGOVERNMENT	7,816.78	206,466.90	260,700.00	54,233.10	79.2
<u>OTHER SOURCES OF REVENUE</u>					
21-36-1000 INVESTMENT INCOME	2,788.00	11,279.79	400.00	(10,879.79)	2820.0
21-36-4000 PUBLIC IMPROVEMENT FEE	1,827.97	20,002.41	20,000.00	(2.41)	100.0
21-36-9000 OTHER REVENUE	.00	10,000.00	.00	(10,000.00)	.0
TOTAL OTHER SOURCES OF REVENUE	4,615.97	41,282.20	20,400.00	(20,882.20)	202.4
<u>SOURCE 39</u>					
21-39-7000 TRANSFER FROM GENERAL FUND	11,941.42	131,355.62	143,297.00	11,941.38	91.7
TOTAL SOURCE 39	11,941.42	131,355.62	143,297.00	11,941.38	91.7
TOTAL FUND REVENUE	41,744.32	538,679.80	579,867.00	41,187.20	92.9

TOWN OF ELIZABETH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>STREETS</u>					
21-49-1100 SALARIES & WAGES- PUB WORKS	10,430.66	109,260.78	118,500.00	9,239.22	92.2
21-49-1300 OVERTIME	181.52	5,287.67	9,000.00	3,712.33	58.8
21-49-1400 WORKERS' COMPENSATION	348.94	3,605.09	5,700.00	2,094.91	63.3
21-49-1500 HEALTH INSURANCE	2,698.33	31,851.71	23,400.00	(8,451.71)	136.1
21-49-1550 RETIREMENT	214.87	2,541.92	3,555.00	1,013.08	71.5
21-49-1600 FICA	801.17	8,633.64	9,065.00	431.36	95.2
21-49-1700 COLO UNEMPLOYMENT	21.23	219.35	474.00	254.65	46.3
21-49-1850 TRAINING, TRAVEL AND LODGING	.00	.00	500.00	500.00	.0
21-49-1900 ALLOWANCES	168.75	1,693.13	1,463.00	(230.13)	115.7
21-49-3200 CONTRACTED SERVICES	1,258.00	50,695.08	70,000.00	19,304.92	72.4
21-49-3500 DE-ICING SUPPLIES	.00	.00	21,500.00	21,500.00	.0
21-49-3650 LIGHTS AND SIGNALS	1,260.86	14,078.12	18,000.00	3,921.88	78.2
21-49-4000 MAINTENANCE AND REPAIRS	3,128.70	85,598.81	97,000.00	11,401.19	88.3
21-49-5800 ROW MAINTENANCE	.00	104,006.50	105,000.00	993.50	99.1
21-49-6100 SIGNS	.00	.00	1,500.00	1,500.00	.0
21-49-9000 OTHER	199.00	358.99	13,000.00	12,641.01	2.8
TOTAL STREETS	20,712.03	417,830.79	497,657.00	79,826.21	84.0
TOTAL FUND EXPENDITURES	20,712.03	417,830.79	497,657.00	79,826.21	84.0
NET REVENUE OVER EXPENDITURES	21,032.29	120,849.01	82,210.00	(38,639.01)	147.0

TOWN OF ELIZABETH
BALANCE SHEET
NOVEMBER 30, 2022

CAPITAL IMPROVEMENT FUND

ASSETS

31-100001	CASH IN COMBINED CASH FUND	8,114,583.51	
31-115000	ACCOUNTS RECEIVABLE	283,636.77	
	TOTAL ASSETS		<u>8,398,220.28</u>

LIABILITIES AND EQUITY

FUND EQUITY

31-280000	FUND BALANCE	6,804,268.94	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	<u>1,593,951.34</u>	
	BALANCE - CURRENT DATE	<u>1,593,951.34</u>	
	TOTAL FUND EQUITY		<u>8,398,220.28</u>
	TOTAL LIABILITIES AND EQUITY		<u>8,398,220.28</u>

TOWN OF ELIZABETH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

CAPITAL IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>TAX</u>						
31-31-3000	SALES TAX	154,205.39	1,426,859.65	1,340,625.00	(86,234.65)	106.4
31-31-4000	USE TAX	19,496.07	168,891.19	214,073.00	45,181.81	78.9
	TOTAL TAX	173,701.46	1,595,750.84	1,554,698.00	(41,052.84)	102.6
<u>OTHER FINANCING SOURCES</u>						
31-36-1000	INVESTMENT INCOME	24,760.36	100,659.02	3,000.00	(97,659.02)	3355.3
31-36-9000	OTHER REVENUE	5,709.50	39,396.50	100,000.00	60,603.50	39.4
	TOTAL OTHER FINANCING SOURCES	30,469.86	140,055.52	103,000.00	(37,055.52)	136.0
	TOTAL FUND REVENUE	204,171.32	1,735,806.36	1,657,698.00	(78,108.36)	104.7

TOWN OF ELIZABETH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

CAPITAL IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>CAPITAL IMPROVEMENT MISC</u>					
31-80-0100 LAND PURCHASE	.00	.00	250,000.00	250,000.00	.0
31-80-0600 TOWN EVENT PARK	.00	.00	125,000.00	125,000.00	.0
31-80-1100 SALARIES & WAGES	.00	.00	24,750.00	24,750.00	.0
31-80-1400 WORKER'S COMPENSATION	.00	.00	25.00	25.00	.0
31-80-1500 HEALTH INSURANCE	.00	.00	3,300.00	3,300.00	.0
31-80-1550 RETIREMENT	.00	.00	742.00	742.00	.0
31-80-1600 FICA	.00	.00	1,893.00	1,893.00	.0
31-80-1700 COLO UNEMPLOYMENT	.00	.00	99.00	99.00	.0
31-80-1825 MEMBERSHIPS - EMPLOYEE	.00	.00	165.00	165.00	.0
31-80-1850 TRAINING, TRAVEL AND LODGING	.00	.00	1,650.00	1,650.00	.0
31-80-1900 ALLOWANCES	.00	.00	322.00	322.00	.0
31-80-3220 ASSET ASSESSMENT	.00	.00	25,000.00	25,000.00	.0
31-80-3400 FACILITIES MASTER PLAN	.00	.00	75,000.00	75,000.00	.0
31-80-3425 COMMUNITY STUDIES	.00	.00	50,000.00	50,000.00	.0
31-80-3450 SENIOR CENTER	.00	.00	50,000.00	50,000.00	.0
31-80-3475 CAPITAL PLANNING	.00	.00	15,000.00	15,000.00	.0
31-80-4000 EQUIPMENT	.00	1,368.04	.00	(1,368.04)	.0
31-80-5500 TOWN HALL BLDG IMPROVEMENTS	.00	6,169.77	100,000.00	93,830.23	6.2
31-80-5550 LIBRARY PARTNERSHIP	.00	.00	400,000.00	400,000.00	.0
31-80-6500 TRAIL SYSTEMS	.00	4,580.58	9,900.00	5,319.42	46.3
31-80-9100 TOWN HALL LANDSCAPING	.00	79,320.00	75,000.00	(4,320.00)	105.8
31-80-9901 TRANSFER TO GENERAL FUND	4,583.33	50,416.63	55,000.00	4,583.37	91.7
TOTAL CAPITAL IMPROVEMENT MISC	4,583.33	141,855.02	1,262,846.00	1,120,990.98	11.2
TOTAL FUND EXPENDITURES	4,583.33	141,855.02	1,262,846.00	1,120,990.98	11.2
NET REVENUE OVER EXPENDITURES	199,587.99	1,593,951.34	394,852.00	(1,199,099.34)	403.7

TOWN OF ELIZABETH
BALANCE SHEET
NOVEMBER 30, 2022

STREET CAPITAL IMPROVEMENT FND

ASSETS

32-100001	CASH IN COMBINED CASH FUND	3,172,604.82	
32-104400	STREET BOND RESERVE CD ACCOUNT	254,106.54	
32-115000	ACCOUNTS RECEIVABLE	255,273.08	
	TOTAL ASSETS		<u>3,681,984.44</u>

LIABILITIES AND EQUITY

LIABILITIES

32-203000	RETAINAGE PAYABLE	150,934.90	
32-222000	DEFERRED REVENUE	11,500.00	
	TOTAL LIABILITIES		162,434.90

FUND EQUITY

32-280000	FUND BALANCE	3,336,127.41	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	183,422.13	
	BALANCE - CURRENT DATE	183,422.13	
	TOTAL FUND EQUITY		<u>3,519,549.54</u>
	TOTAL LIABILITIES AND EQUITY		<u>3,681,984.44</u>

TOWN OF ELIZABETH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

STREET CAPITAL IMPROVEMENT FND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>TAX</u>					
32-31-3000 GENERAL SALES TAX	138,784.84	1,284,173.64	1,206,563.00	(77,610.64)	106.4
32-31-4000 USE TAX	17,546.45	152,002.06	192,665.00	40,662.94	78.9
TOTAL TAX	156,331.29	1,436,175.70	1,399,228.00	(36,947.70)	102.6
<u>OTHER FINANCING SOURCES</u>					
32-36-1000 INVESTMENT INCOME	10,287.75	43,733.41	3,000.00	(40,733.41)	1457.8
32-36-3000 MISC REVENUE	.00	.00	25,000.00	25,000.00	.0
TOTAL OTHER FINANCING SOURCES	10,287.75	43,733.41	28,000.00	(15,733.41)	156.2
TOTAL FUND REVENUE	166,619.04	1,479,909.11	1,427,228.00	(52,681.11)	103.7

TOWN OF ELIZABETH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

STREET CAPITAL IMPROVEMENT FND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>CAPITAL OUTLAY</u>					
32-49-1100 SALARIES & WAGES	.00	.00	24,750.00	24,750.00	.0
32-49-1400 WORKER'S COMPENSATION	.00	.00	25.00	25.00	.0
32-49-1500 HEALTH INSURANCE	.00	.00	3,300.00	3,300.00	.0
32-49-1550 RETIREMENT	.00	.00	742.00	742.00	.0
32-49-1600 FICA	.00	.00	1,893.00	1,893.00	.0
32-49-1700 COLO UNEMPLOYMENT	.00	.00	99.00	99.00	.0
32-49-1825 MEMBERSHIPS - EMPLOYEE	.00	.00	165.00	165.00	.0
32-49-1850 TRAINING, TRAVEL AND LODGING	.00	.00	1,650.00	1,650.00	.0
32-49-1900 ALLOWANCES	.00	.00	322.00	322.00	.0
32-49-3000 PAVING PROJECTS - CR13 SOUTH	.00	745,738.31	750,000.00	4,261.69	99.4
32-49-4000 ROAD BASE	.00	633.73	15,000.00	14,366.27	4.2
32-49-6600 RIGHT OF WAY EASEMENTS	10.00	32,588.31	50,000.00	17,411.69	65.2
32-49-8000 STREET PAVING	.00	174,286.75	1,000,000.00	825,713.25	17.4
32-49-9000 CONCRETE STREET REPAIRS	3,950.00	42,650.00	250,000.00	207,350.00	17.1
32-49-9100 EQUIPMENT	.00	109,092.00	287,500.00	178,408.00	38.0
32-49-9101 ROTOMILL	.00	.00	1,200,000.00	1,200,000.00	.0
32-49-9200 CURB & GUTTER WORK	.00	.00	5,000.00	5,000.00	.0
32-49-9300 SIDEWALK REPLACEMENT PROGRAM	12,585.00	12,585.00	250,000.00	237,415.00	5.0
32-49-9305 MAIN ST STREETScape DESIGN	.00	93,946.76	269,000.00	175,053.24	34.9
32-49-9310 TRANSFER TO GENERAL FUND	4,166.67	45,833.37	50,000.00	4,166.63	91.7
TOTAL CAPITAL OUTLAY	20,711.67	1,257,354.23	4,159,446.00	2,902,091.77	30.2
<u>DEBT SVC</u>					
32-59-4000 PAYING AGENCY FEE	.00	600.00	600.00	.00	100.0
32-59-9700 2014 REFUNDING BOND PRINCIPAL	.00	.00	245,000.00	245,000.00	.0
32-59-9750 2014 REFUNDING BOND INTEREST	.00	3,050.25	6,101.00	3,050.75	50.0
32-59-9800 2015 REFUNDING BOND PRINCIPAL	.00	.00	165,000.00	165,000.00	.0
32-59-9850 2015 REFUNDING BOND INTEREST	.00	35,482.50	70,965.00	35,482.50	50.0
TOTAL DEBT SVC	.00	39,132.75	487,666.00	448,533.25	8.0
TOTAL FUND EXPENDITURES	20,711.67	1,296,486.98	4,647,112.00	3,350,625.02	27.9
NET REVENUE OVER EXPENDITURES	145,907.37	183,422.13	(3,219,884.00)	(3,403,306.13)	5.7

TOWN OF ELIZABETH
BALANCE SHEET
NOVEMBER 30, 2022

WATER SEWER FUND

ASSETS

52-100001	CASH IN COMBINED CASH FUND	4,400,198.03	
52-101000	PETTY CASH	100.00	
52-110000	ACCOUNTS RECEIVABLE: UB	138,110.06	
52-115000	ACCOUNTS RECEIVABLE:OTHER	2,944.01	
52-160100	LAND: WATER	171,737.60	
52-160200	LAND: SEWER	143,729.50	
52-161100	EASEMENTS: WATER	10,890.77	
52-161200	EASEMENTS: SEWER	32,271.26	
52-162100	PLANT & EQUIPMENT: WATER	2,271,315.79	
52-162200	PLANT & EQUIPMENT: SEWER	6,013,924.47	
52-163100	WATER IMPROVEMENTS	2,288,597.77	
52-163200	SEWER IMPROVEMENTS	2,727,573.38	
52-165100	CONSTRUCTION IN PROGRESS: WTR	1,303,568.39	
52-165200	CONSTRUCTION IN PROGRESS: SWR	49,500.00	
52-169100	ACCUMULATED DEP: WATER	(2,727,106.48)	
52-169200	ACCUMULATED DEP: SEWER	(3,822,205.34)	
	TOTAL ASSETS		13,005,149.21

LIABILITIES AND EQUITY

LIABILITIES

52-202000	ACCOUNTS PAYABLE	(35,741.52)	
52-202400	AR - REIMB EXP - MISC	1,071.63	
52-203000	RETAINAGE PAYABLE	24,515.00	
52-215200	ACCRUED INT PAY: SEWER	2,479.00	
52-218000	COMPENSATED ABSENCES PAYABLE	13,777.88	
52-218100	COMP ABSENCES- CURRENT PAYABLE	1,377.79	
52-220000	CUSTOMER METER DEPOSITS	45,820.88	
52-231200	2007 CWRPDA CUR NOTES PAYABLE	60,120.00	
52-239402	2007 CWRPDA NOTE PAYABLE	337,558.35	
	TOTAL LIABILITIES		450,979.01

FUND EQUITY

52-280000	RETAINED EARNINGS	12,508,662.70	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	45,507.50	
	BALANCE - CURRENT DATE	45,507.50	
	TOTAL FUND EQUITY		12,554,170.20
	TOTAL LIABILITIES AND EQUITY		13,005,149.21

TOWN OF ELIZABETH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

WATER SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>CHARGE FOR SERVICES / TAP FEES</u>					
52-34-4100 WATER SALES	55,878.65	740,961.74	650,000.00	(90,961.74)	114.0
52-34-4200 SEWER SALES	62,310.60	689,368.63	675,000.00	(14,368.63)	102.1
52-34-8100 WATER TAP FEES	55,200.00	249,075.00	520,000.00	270,925.00	47.9
52-34-8200 SEWER TAP FEES	52,000.00	454,572.00	592,000.00	137,428.00	76.8
TOTAL CHARGE FOR SERVICES / TAP FEES	225,389.25	2,133,977.37	2,437,000.00	303,022.63	87.6
<u>MISCELLANEOUS</u>					
52-36-1000 INVESTMENT INCOME	13,230.77	58,036.67	2,700.00	(55,336.67)	2149.5
52-36-9000 OTHER REVENUE	19,345.40	79,743.43	91,000.00	11,256.57	87.6
TOTAL MISCELLANEOUS	32,576.17	137,780.10	93,700.00	(44,080.10)	147.0
TOTAL FUND REVENUE	257,965.42	2,271,757.47	2,530,700.00	258,942.53	89.8

TOWN OF ELIZABETH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

WATER SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>WATER</u>					
52-57-1100 SALARIES & WAGES- WATER	10,430.66	109,260.78	130,875.00	21,614.22	83.5
52-57-1300 OVERTIME	181.52	5,287.67	9,000.00	3,712.33	58.8
52-57-1400 WORKERS' COMPENSATION	348.94	3,339.10	6,295.00	2,955.90	53.0
52-57-1500 HEALTH INSURANCE	2,698.33	31,851.71	25,050.00	(6,801.71)	127.2
52-57-1550 RETIREMENT	214.87	2,541.92	3,925.00	1,383.08	64.8
52-57-1600 FICA	801.17	8,634.22	10,012.00	1,377.78	86.2
52-57-1700 COLO UNEMPLOYMENT	21.23	219.35	524.00	304.65	41.9
52-57-1825 MEMBERSHIPS - EMPLOYEE	.00	527.00	900.00	373.00	58.6
52-57-1850 TRAINING, TRAVEL AND LODGING	.00	.00	1,325.00	1,325.00	.0
52-57-1900 ALLOWANCES	168.75	1,700.89	1,625.00	(75.89)	104.7
52-57-3200 CONTRACTED SERVICES	6,584.25	77,751.63	140,000.00	62,248.37	55.5
52-57-4800 TELEPHONE AND CELLPHONES	.00	.00	1,800.00	1,800.00	.0
52-57-4900 UTILITIES	119.98	74,094.59	90,000.00	15,905.41	82.3
52-57-5400 INSURANCE	.00	9,562.94	10,000.00	437.06	95.6
52-57-5500 LEGAL - CONTRACTED	.00	.00	8,000.00	8,000.00	.0
52-57-6000 MAINTENANCE AND REPAIRS	21,151.33	76,465.53	150,000.00	73,534.47	51.0
52-57-7500 CHEMICAL SUPPLIES	.00	5,011.21	9,000.00	3,988.79	55.7
52-57-7550 WATER SUPPLIES	.00	13,711.43	14,000.00	288.57	97.9
52-57-9000 OTHER	.00	2,280.81	18,000.00	15,719.19	12.7
52-57-9100 RITORO WELLS	.00	1,212,087.44	700,000.00	(512,087.44)	173.2
52-57-9900 WATER LINE UPGRADE	.00	.00	25,000.00	25,000.00	.0
TOTAL WATER	42,721.03	1,634,328.22	1,355,331.00	(278,997.22)	120.6
<u>SEWER</u>					
52-58-1100 -SALARIES & WAGES- SEWER	10,430.88	109,260.97	130,875.00	21,614.03	83.5
52-58-1300 OVERTIME	181.52	5,287.67	9,000.00	3,712.33	58.8
52-58-1400 WORKERS' COMPENSATION	348.95	3,338.92	6,295.00	2,956.08	53.0
52-58-1500 HEALTH INSURANCE	2,698.37	31,852.58	25,050.00	(6,802.58)	127.2
52-58-1550 RETIREMENT	214.88	2,542.33	3,925.00	1,382.67	64.8
52-58-1600 FICA	801.19	8,634.63	10,012.00	1,377.37	86.2
52-58-1700 COLO UNEMPLOYMENT	29.93	310.38	524.00	213.62	59.2
52-58-1825 MEMBERSHIPS - EMPLOYEE	.00	.00	900.00	900.00	.0
52-58-1850 TRAINING, TRAVEL AND LODGING	9.20	9.20	1,325.00	1,315.80	.7
52-58-1900 ALLOWANCES	168.75	1,700.89	1,625.00	(75.89)	104.7
52-58-3200 CONTRACTED SERVICES	15,481.13	68,255.59	110,000.00	41,744.41	62.1
52-58-4800 TELEPHONE AND CELLPHONES	574.90	6,160.96	9,000.00	2,839.04	68.5
52-58-4900 UTILITIES	1,064.10	49,652.81	70,000.00	20,347.19	70.9
52-58-5400 INSURANCE	.00	10,560.46	12,000.00	1,439.54	88.0
52-58-6000 MAINTENANCE AND REPAIRS	3,197.04	72,962.81	130,000.00	57,037.19	56.1
52-58-7500 SEWER SUPPLIES	.00	.00	2,500.00	2,500.00	.0
52-58-9000 OTHER	.00	81.00	6,000.00	5,919.00	1.4
52-58-9400 WTP UPGRADES	13,775.80	23,675.80	968,000.00	944,324.20	2.5
TOTAL SEWER	48,976.64	394,287.00	1,497,031.00	1,102,744.00	26.3

TOWN OF ELIZABETH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

WATER SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>2007 CWRPDA</u>					
52-63-6300 2007 CWRPDA PYMT- PRINCIPAL	.00	29,781.26	57,928.00	28,146.74	51.4
52-63-6400 2007 CWRPDA- INTEREST	.00	7,436.86	16,508.00	9,071.14	45.1
TOTAL 2007 CWRPDA	.00	37,218.12	74,436.00	37,217.88	50.0
<u>DEPARTMENT 65</u>					
52-65-9900 TRANSFER TO GENERAL FUND	14,583.33	160,416.63	175,000.00	14,583.37	91.7
TOTAL DEPARTMENT 65	14,583.33	160,416.63	175,000.00	14,583.37	91.7
TOTAL FUND EXPENDITURES	106,281.00	2,226,249.97	3,101,798.00	875,548.03	71.8
NET REVENUE OVER EXPENDITURES	151,684.42	45,507.50	(571,098.00)	(616,605.50)	8.0

Harvest

Bible Church

303-646-3699

Dear Staff of the Elizabeth Police Dept.,

January 20, 2023

We are so grateful for the food drive you held for the Helping Hands of Harvest food bank. As I'm sure you're aware, the need has risen greatly. Your generosity to serve the community in this way is so appreciated. Many families have benefited from your kindness. Thank you from all of our volunteers!

Sincerely,



Janelle Mach
Office Manager

826 S. Elbert St.
Elizabeth, CO 80107
website: www.office@go-harvest.org



TO: Honorable Mayor and Board of Trustees
FROM: Karli Pronske Student Liaison
DATE: February 7th, 2023
SUBJECT: Student Liaison Report

SUMMARY

Lots and lots of events and activities!

Hi everyone! At this point, we are a way into the semester and all of the events/activities students can be involved in are beginning to stack up. This week, February 3rd through the 10th, is Wish Week. I mentioned Wish Week briefly at our last meeting, but I'd like to bring it back to your attention because it is truly such an amazing fundraising opportunity for an amazing little girl. The money that we raise this week will be going to a 6 year old girl named Gabby, who was diagnosed with Melanoma. Each of the spirit days correspond with Gabby; for example, her favorite color is blue, so on Monday all of the students were to wear blue, Tuesday's theme was country because she has goats and pigs, and so on. Each night there was some sort of event, whether it was a basketball game, or restaurant nights where some of the proceeds went to the Elizabeth Make a Wish program. The students have had a blast dressing up and participating to honor Gabby, and to make her wish come true!

The next event coming up is Hunter's Legacy, which will be held in the Elizabeth High School gym on February 24th at 6pm. I encourage you all to come and watch, as it is very entertaining and such an amazing cause. There is a \$5 entry fee, and there will also be a St. Baldrick's Brave the Shave event during Hunters Legacy. I hope to see you all there!

Elizabeth High School is also hosting a country dance for the students on February 25th at the Elbert County Fairgrounds. It will be from 7PM to 10PM with line dancing, and your classic country swing! The students are all looking forward to getting dressed up in their western attire and dancing the night away.



**HISTORIC ADVISORY BOARD – RECORD OF PROCEEDINGS
JANUARY 9, 2023**

CALL TO ORDER

The Regular Meeting of the Historic Advisory Board was called to order on Monday, January 9, 2023, at 4:35 PM by Chair John Quest.

ROLL CALL

Present were Chair John Quest, and Board Members Aimee Woodall, Denny Boehler, Bob Rasmussen, and Ronni Curtis. There was a quorum to conduct business.

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

AGENDA CHANGES

There were no changes to the agenda as presented.

UNSCHEDULED PUBLIC COMMENT

There was no unscheduled Public Comment.

MINUTES

1. Regular Minutes of December 5, 2022

Motion by Ms. Woodall, seconded by Ms. Curtis, to approve the minutes from December 5, 2022.

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

NEW BUSINESS

2. Discussion and possible action on Election of 2023 Chairperson and Vice Chairperson
Ms. Woodall nominated Mr. Quest for Chairperson.

Motion by Ms. Woodall, seconded by Mr. Boehler, to elect John Quest as the 2023 Historic



Advisory Board Chairperson.

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

Mr. Rasmussen nominated Ms. Woodall for Vice Chairperson.

Motion by Mr. Rasmussen, seconded by Mr. Boehler, to elect Aimee Woodall as the 2023 Historic Advisory Board Vice Chairperson.

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

3. Discussion and possible action regarding Historic Advisory Board Resolution 23-01, a Resolution Establishing a Designated Public Place for the Posting of Meeting Notices Pursuant to C.R.S. 24- 6-402(2)(c)

Motion by Ms. Woodall, seconded by Mr. Rasmussen, to approve Resolution 23-01, a Resolution Establishing a Designated Public Place for the Posting of Meeting Notices Pursuant to C.R.S. 24- 6-402(2)(c).

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

Chair Quest closed the Regular Meeting and entered Public Hearing at 4:42 p.m.

PUBLIC HEARING

4. Certificate of Appropriateness Application for 338 S Main St

Chair Quest opened the Public Hearing to public comment. There was no public comment.

Chair Quest closed the Public Hearing and entered into New Business at 4:46 p.m.

NEW BUSINESS

5. Discussion and possible action regarding Certificate of Appropriateness Application for 338 S Main Street

Motion by Ms. Woodall, seconded by Mr. Boehler, to approve a Certificate of Appropriateness Application for 338 S Main Street.

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



Chair Quest closed the Regular Meeting and entered Public Hearing at 4:53 p.m.

PUBLIC HEARING

6. CLG Review of the National Register of Historic Places nomination for 188 Main Street

Chair Quest opened the Public Hearing to public comment. There was no public comment.

Chair Quest closed the Public Hearing and entered into New Business at 4:55 p.m.

NEW BUSINESS

7. Discussion and possible action regarding the CLG review of the National Register of Historic Places nomination of First National Bank of Elizabeth, 188 Main Street, Elizabeth, CO

Motion by Mr. Rasmussen, seconded by Ms. Curtis, to approve the application to CLG for review of the National Register of Historic Places nomination of First National Bank of Elizabeth, 188 Main Street, Elizabeth, CO.

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

8. Discussion and possible action regarding a joint meeting with the MSBOD regarding the Historic District Creation and Historic Design Guidelines Update

Mr. Higgins provided a staff report.

9. Discussion regarding BOT quarterly update - January 24, 2023

Chair Quest will provide a report to the Board of Trustees.

STAFF REPORTS

- Mr. Higgins reviewed his written report that was provided to the Board.

BOARD REPORTS

- Mr. Rasmussen discussed item 4 of Mr. Higgins Staff report.
- Mr. Rasmussen advised the Board that the library has a lot of Town historical information available.



TOWN OF ELIZABETH

- Ms. Curtis discussed community events.
- Mr. Higgins discussed the new position of Historian to be filled on the Historic Advisory Board.

ADJOURNMENT

Motion by Vice Chair Woodall, seconded by Mr. Boehler, to adjourn meeting at 5:27 PM. The vote of those Board Members present was unanimously in favor. Motion carried.

Town Clerk Michelle Oeser

Chair John Quest





**PLANNING COMMISSION – RECORD OF PROCEEDINGS
DECEMBER 6, 2022**

CALL TO ORDER

The Regular Meeting of the Elizabeth Planning Commission was called to order on Tuesday, December 6, 2022, at 6:31 PM by Chair Jenny Case.

ROLL CALL

Present were Chair Jenny Case, Vice Chair Barbara McGinn, and Commissioners Greg Lindbloom, Amy Schmidt, and Ed Beard. Commissioners Julie Uhernik and Rob Porter were not present. There was a quorum to conduct business.

Also present were Town Administrator Patrick Davidson, Planner/Project Manager Zach Higgins, Deputy Town Clerk Harmony Malakowski, and Community Development Administrative Assistant Dianna Hiatt.

AGENDA CHANGES

No agenda changes from staff.

No agenda changes by the Commissioners.

UNSCHEDULED PUBLIC COMMENT

No Unscheduled Public Comment.

CONSENT AGENDA

1. Minutes of the Regular Meeting of November 1, 2022

Motion by Vice Chair McGinn, seconded by Commissioner Schmidt, to approve the Consent Agenda as presented.

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

NEW BUSINESS

2. Discussion regarding Elizabeth Municipal Code Review
 - a. Short-Term Rentals

Directions were provided to staff regarding short-term rental requirements.



STAFF REPORT

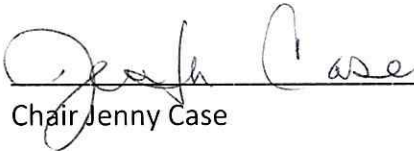
- Planner/Project Manager Zach Higgins provided an update to the Commissioners regarding the Planning 101 training on December 20th.
- Mr. Higgins reminded the Commissioners about the water law training on January 17th.
- Discussion regarding upcoming conferences.

COMMISSIONER REPORTS

No further reports from the Commissioners.

ADJOURNMENT

Motion by Commissioner Lindbloom, seconded by Vice Chair McGinn, to adjourn meeting at 8:18 p.m. The vote of those Commissioners present was unanimously in favor. Motion carried.


Chair Jenny Case


Deputy Town Clerk Harmony Malakowski

