



TOWN OF ELIZABETH

TOWN OF ELIZABETH

TRAINING WITH TOWN ATTORNEY
Tuesday, January 14, 2024, at 6:00 PM

BOARD OF TRUSTEES REGULAR MEETING
Tuesday, January 14, 2024, at 7:00 PM **UPDATED 1/10/25**
Town Hall, 151 S. Banner Street

Conferencing Access Information: This is viewing-only access.

<https://us02web.zoom.us/j/82455125706?pwd=JAPQiJPzaOXb6trs80wvoGqLlnJkbj.1>

Join via phone at 1 669 900 9128 Meeting ID: 824 5512 5706

Meeting Passcode: 805599

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

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

AGENDA CHANGES

CONSENT AGENDA

1. Minutes of the Regular Meeting of December 10, 2024.

NEW BUSINESS

2. Discussion and Possible Action Regarding the Appointment of Gayle Gardner to the Historic Advisory Board – Alex Cramer
3. Discussion and possible action on Resolution 25R01, a Resolution Establishing a Designated Public Place for the Posting of Meeting Notices Pursuant to C.R.S § 24-6-402(2)(c) – Michelle Oeser

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

- [4.](#) Discussion and possible action on Resolution 25R02, a Resolution amending Mill Levy – Hannah Bruce
- [5.](#) Discussion and possible action on Resolution 24R03, a Resolution authorizing the Mayor to enter into a Personal Services agreement between the Town of Elizabeth and Patricia Ann Fontenot to provide victim advocate services to the Town of Elizabeth – Chief Engel
- [6.](#) Discussion regarding a contribution to Wreaths Across America – Michelle Oeser
- [7.](#) Discussion and possible action on Resolution 24R04, a Resolution authorizing the Mayor and/or Town Administrator to execute all required and necessary documents for Grant Applications to the RAISE Grant Program – Patrick Davidson
- [8.](#) Discussion and possible action on Resolution 24R05, a Resolution approving the First Amendment to the Scarlett Creek Minor Subdivision Agreement - Alex Cramer

MANAGEMENT MONITORING REPORTS

- [9.](#) Management Monitoring Reports

STUDENT LIAISON REPORT

- [10.](#) Student Liaison Report – Landon Sherlock

BOARD OF TRUSTEES REPORTS

11. Board Reports

MINUTES

- [12.](#) Minutes of the Historic Advisory Board Meeting of December 2, 2024.

EXECUTIVE SESSION

13. To hold a conference with the Town’s attorney to receive legal advice on specific legal questions regarding the property generally known as 525 Dale Court, pursuant to C.R.S. § 24-6-402 (4)(b).

ADJOURNMENT

MEETING PROTOCOL AND STANDARDS OF CONDUCT

Public Participation

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

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

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

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

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

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

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

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

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



BOARD OF TRUSTEES – RECORD OF PROCEEDINGS

December 10, 2024

CALL TO ORDER

The Regular Meeting of the Board of Trustees of the Town of Elizabeth was called to order on Tuesday, December 10, 2024, at 7:01 p.m. by Mayor Tammy Payne.

ROLL CALL

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

Also present were Town Administrator Patrick Davidson, Town Clerk Michelle Oeser, Public Works Director Mike DeVol, Police Chief Jeff Engel, Planning / Project Manager Alexandra Cramer, Assistant Public Works Director James McErnie, and Town Attorney Corey Hoffmann.

PLEDGE OF ALLEGIANCE

Mayor Payne led the Board in the Pledge of Allegiance.

PUBLIC COMMENT

There was no public comment.

AGENDA CHANGES

No agenda changes from the Administration.

No agenda changes by the Board.

Agenda set.

CONSENT AGENDA

1. Minutes of the Regular Meeting of November 21, 2024
2. Outback Liquors Tasting Permit

Motion by Trustee Schroder, seconded by Trustee Einspahr, to accept the Consent Agenda as presented.

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

PRESENTATIONS

3. Presentation to Public Works Director Mike DeVol

Mr. Davidson presented Mr. DeVol with a plaque recognizing 15 years of service.



4. Presentation to outgoing Board of Trustee Members

Mr. Davidson presented plaques to Mayor Payne, Mayor Pro Tem Secrist, and Trustees McGinn, Belongia, and Mayer-Opl.

Mayor Payne said a few words before going into recess and the seating of the incoming board.

BRIEF RECESS

NEW BUSINESS

5. Swearing in of the New Mayor and Board Members by the Town Clerk

Ms. Oeser swore in Mayor Ternus and Trustees Conley, Hutchins, Downs, and Schroder.

6. Discussion and possible action on selection of Mayor Pro Tem

Ms. Oeser provided a Staff report.

Board members introduced themselves.

Motion by Mayor Ternus, seconded by Trustee Schroder, to nominate Trustee Tracy Hutchins for Mayor Pro Tem.

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

Mayor Ternus closed the Regular Meeting and opened the Public Hearing at 7:39 p.m.

PUBLIC HEARING

7. Public Hearing – Ordinance 24-15 and Resolution 24R51 Rezone and Site Plan of 530-580 Banner Street

Mr. Davidson and Ms. Cramer provided Staff reports.

Applicant Representative Grace Erickson spoke to the Board.

Applicants Gene and Lane Gregory spoke to the Board.

Co-applicants, Heather Booth, John Waller, Mary Powell, Rhonda Olsen, and Dan Snowberger spoke to the Board.

Mayor Ternus opened the Public Hearing to public comment.

Paul Schwarzkopf – Town of Elizabeth Resident

Steve Cordova – Town of Elizabeth Resident

Cheryl Cordova – Town of Elizabeth Resident

Mayor Ternus closed the Public Hearing and re-entered the Regular Meeting at 8:24 p.m.



NEW BUSINESS

8. Discussion and possible action regarding Ordinance 24-15 and Resolution 24R51 Banner Street Paired Homes Rezone and Site Plan

Mr. Davidson and the applicant answered questions. Board discussion followed.

Motion by Trustee Einspahr, seconded by Trustee Schroder, to approve Ordinance 24-15, an Ordinance rezoning certain property located on Banner Street from Public, Semi-Public, and Institutional (p-1) District to Downtown (DT) District.

By a roll call vote, the vote of those Trustees present was 6 in favor and 0 opposed. The motion passed unanimously.

Motion by Trustee Schroder, seconded by Trustee Einspahr, to approve Resolution 24R51, a Resolution approving the Site Development Plan for the Banner Paired Homes Project.

By a roll call vote, the vote of those Trustees present was 5 in favor and 1 opposed. Trustee Hutchins opposed. The motion passed.

9. Discussion and Possible Action Regarding the Reappointment of John Quest to the Historic Advisory Board

Ms. Cramer provided a Staff report.

Motion by Trustee Hutchins, seconded by Trustee Schroder, to approve the reappointment of John Quest to the Historic Advisory Board.

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

10. Discussion and possible action on the Appointment of Officers of the Town: Town Attorney, Town Clerk/ Treasurer, and Chief of Police

Mr. Davidson provided a Staff report.

Motion by Trustee Hutchins, seconded by Trustee Einspahr, to appoint Corey Hoffmann as the Town Attorney.

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

Motion by Trustee Hutchins, seconded by Trustee Downs, to appoint Michelle Oeser as the Town Clerk and Treasurer.

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



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Motion by Trustee Schroder, seconded by Trustee Hutchins, to appoint Jeff Engel as the Chief of Police for the Town of Elizabeth. The vote of those Trustees present was 6 in favor and 0 opposed. The motion passed unanimously.

11. Discussion and possible action on posting the open Board of Trustee seat

Ms. Oeser provided a Staff report.

The Board provided direction to Staff.

12. Discussion and possible action on Resolution 24R50, a Resolution establishing that Annual Adjustments to Impact Fees be based on the Consumer Price Index (CPI) for the Denver-Aurora-Lakewood area and not upon the Engineering News Record Cost index for the Denver Metropolitan Area

Mr. Davidson provided a Staff report.

Motion by Trustee Hutchins, seconded by Trustee Einspahr, to approve 24R50, a Resolution establishing that Annual Adjustments to Impact Fees be based on the consumer price index (CPI) for the Denver-Aurora-Lakewood area and not upon the engineering news record cost index for the Denver Metropolitan Area

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

13. Discussion and possible action on Resolution 24R52, a Resolution approving the Collaborative Management Memorandum of Understanding between the Town and various agencies regarding the provisions of services to children and families who would benefit from Multi-Agency Services

Chief Engel provided a Staff report.

Motion by Trustee Schroder, seconded by Trustee Einspahr, to approve Resolution 24R52, a Resolution approving the Collaborative Management Memorandum of Understanding between the Town and various agencies regarding the provisions of services to children and families who would benefit from Multi-Agency Services.

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

14. Discussion and possible action on Resolution 24R53, a Resolution granting the Mayor authority to execute a Residential Lease Agreement for 601 South Pine Ridge Street, Elizabeth, Colorado

Mr. Davidson provided a Staff report.



Motion by Trustee Hutchins, seconded by Trustee Einspahr, to approve Resolution 24R53, a Resolution granting the Mayor authority to execute a Residential Lease Agreement for 601 South Pine Ridge Street, Elizabeth, Colorado.

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

MANAGEMENT REPORTS

- Town Administrator Patrick Davidson:
 - Discussion on Board laptop computers.
 - Board reference books will be available at the next Board meeting.
 - Mr. Davidson would like to set up future workshops.
 - Encouraged Board members to set up tours with Mr. DeVol and Chief Engel.
 - Board members may set up meetings with individual Staff members.
 - Discussion on the possibility of participating in a State of Colorado Grant opportunity.

- Town Attorney Corey Hoffmann:
 - Recommended an executive session be scheduled for the end of January.
 - Will hold a Board orientation on January 14th at 6:00 p.m.

- Chief of Police Jeff Engel:
 - Provided an update on police applicants.
 - Two Elizabeth Police Officers qualified to be a part of the Elbert County SWAT Team.
 - Corporal Rogers is attending a shotgun and rifle armorers' course.
 - Chief Engel asked people who see porch pirates to report them to the Elizabeth Police Department.
 - The new Police uniforms are in.

- Planning / Project Manager Alex Cramer
 - Gave a reminder about the December 11th PROST workshop.

- Assistant Public Works Director James McErnie:
 - Thanked the Staff and Community for turning out for the Mayor's Tree Lighting Event.
 - Trustee Einspahr thanked Mr. McErnie and his family for Santa.

- Public Works Director Mike DeVol:
 - Encouraged ride-along tours.



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- Mayor Ternus encouraged the other Trustees to take a tour and said it was very informative.

- Town Clerk Michelle Oeser:
 - Estimated 1,000 attendees at the Mayor’s Tree Lighting.
 - Thanked Staff, Staff families, and Santa and crew for their hard work on the Mayor’s Tree Lighting.
 - Reminded everyone about the Wreaths Across America on Saturday.
 - Reminded new Board members to turn in paperwork.
 - Trustee Einspahr thanked Staff and their families for their work on the Mayor’s Tree Lighting.

STUDENT LIAISON REPORT

- Student Liaison Landon Sherlock:
 - Fall sports have wrapped up.
 - Winter sports have started.
 - Working to get information to share from Elementary and Middle Schools.
 - Students are getting ready for finals.
 - Discussed the Town Lighting contest.

BOARD OF TRUSTEE REPORTS

- Ward 1:
 - Trustee Hutchins would like to have a Board retreat.
- Mayor Ternus:
 - Would like to learn more about the Ward system.

Ms. Oeser reminded Board members about not “replying all” to emails, and to let her know if there is going to be an event or gathering with three or more of them in attendance.

MINUTES

18. Minutes of the Planning Commission of August 6, 2024
19. Minutes of the Historic Advisory Board of November 4, 2024
20. Minutes of the Planning Commission of November 19, 2024

EXECUTIVE SESSION

Motion by Mayor Ternus, seconded by Trustee Einspahr, to adjourn the Regular Meeting at 10:29 PM and open an Executive Session to hold a conference with the Town’s attorney to



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receive legal advice on specific legal questions regarding the Town's Curfew Ordinance, pursuant to C.R.S. § 24-6-402 (4)(b).

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

Motion by Mayor Ternus, seconded by Trustee Hutchins, to adjourn the Executive Session and return to the Regular Meeting at 10:53 p.m.

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

Motion by Mayor Ternus, seconded by Trustee Conley, to direct the Town Attorney to amend the Curfew Ordinance.

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

ADJOURNMENT

Motion by Trustee Einspahr, seconded by Trustee Schroder, to adjourn the meeting at 10:54 p.m.

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

Town Clerk Michelle Oeser

Mayor Angela Ternus



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

TO: Board of Trustees
FROM: Alexandra Cramer, Planner/Project Manager
DATE: January 14th, 2025
SUBJECT: HAB Appointment

SUMMARY

The Town has received an application for the Historic Advisory Board opening. Gayle Gardner has applied to fill a vacancy on the Historic Advisory Board. The candidate's application, resume and letter of interest is attached. The Historic Advisory Board has seven (7) seats with three (3) year staggered terms, with currently two (2) vacant seats.

If appointed, Gayle Gardner would fill a seat with a three-year term starting now through December 31, 2027.

STAFF RECOMMENDATION

Staff recommends that the Board of Trustees appoint Gayle Gardner to the Historic Advisory Board for a three-year term starting January 14, 2025, through December 31, 2027.

ATTACHMENT(S)

Application, Resume & Letter of Interest



APPLICATION FOR APPOINTMENT HISTORIC ADVISORY BOARD

Please complete the following application for consideration for service on the Elizabeth Historic Advisory Board. Along with this application, please submit a letter of interest for the position describing your experience, expertise, and reasons you would like to be a member of the Historic Advisory Board.

Name: Gayle Gardner

Address: [REDACTED]

Email: [REDACTED] Contact Phone #: [REDACTED]

Occupation: _____

Please list your areas of experience and expertise:

- Administration
- Accounting/Finance
- Program Development
- Communications
- Public Relations
- Design
- Marketing / Advertising
- Economic Development
- Historic Preservation Event
- Management Downtown
- Business Activity

Additional areas of expertise/ experience Executive Assistant, event planning, genealogy, Parliamentary Procedure

Have you attended an Elizabeth Historic Advisory Board meeting, event, forum, webinar, etc.?

- Yes
- No

If so, please explain your involvement.

I attended as an observer to learn more about the board and attended the workshop.

Please submit this application along with a separate letter of interest. Make sure you have read through the Elizabeth Historic Advisory Board job description and understand the position's responsibility and requirements.

Gayle T. Gardner

██████████
██████████
Elizabeth, CO 80107
██████████

Career Objective: Organized, results-oriented professional with 20+ years of experience managing executives with travel planning, monthly reports, payroll, schedule coordination, expense reports, event planning and communications seeks managerial position that will benefit organization through executive support.

Education: Bachelor of Science Degree, Northern Illinois University

WORK EXPERIENCE

*October 2006 -
September 2014* **Genuine Parts Company / NAPA Auto Parts Regional Office**
Title: Executive Assistant / Centennial, CO
Executive Assistant to the Western Division Vice President of a Fortune 200 Company. Duties include completing various reports with Microsoft Word and Excel on a daily/weekly/monthly basis, including annual sales planning and budget preparations. Create and build PowerPoint Presentations for large audiences. Meeting and event planning for large groups requiring out of town travel. Booking extensive travel for executives, managers and self. Preparing expense reports on a biweekly basis. Professional interaction with high level executives and celebrities. Various other duties.

*July 2005 -
October 2006* **HealthONE EMS**
Title: Program Secretary / Englewood, CO
Course Registrar for EMS Education Programs provided by HealthONE/Swedish Medical Center. Daily contact with outside sources and customers utilizing exceptional customer service and marketing skills. Data input in large in-house databases utilizing Microsoft Access and other software programs. Assisting Course instructors to ensure smooth flow of course from the registration process through the end of the course.

*January 2000 -
June 2005* **Coram Healthcare**
Title: Executive Administrative Assistant / Centennial, CO
Provided administrative support to Senior Vice President of Operations, the Area Vice President of Sales, the Regional Vice President of Operations and Sales. Duties included creating and maintaining area report work sheets, including research and data analyzing P&Ls, budgets and month-end reporting, providing training on company intranet, creating PowerPoint presentations, scheduling and participating in conference calls and assisting the account managers and branch management of all West Area Branches. Creating and

maintaining calendars, scheduling off-site meetings and conference calls and payroll. During this time period, moved from San Diego, CA to Parker, CO staying employed with same company.

*March 1996 -
December 1999*

Title: Administrative Supervisor (Coram Healthcare) / San Diego, CA

Functioned as Branch Coordinator for one year and then promoted to Administrative Supervisor. While in this position, the employee base grew from 80 to 125 employees. Main responsibilities included facilities management, safety management and training, Human Resources, supervising the reception area and providing administrative support for the Branch Manager and the sales and marketing teams. Heavily involved in preparing all personnel files for JCAHO Accreditation Visit.

*April 1993 -
March 1996*

Title: Administrative Secretary (Mercy Home Care Services) / San Diego, CA

Hired as Word Processor and within 3 months was promoted to Administrative Secretary to the Vice President of Managed Care. Provided support to the Nurse Manager and the Billing Manager. Supported other managers when support staff was out of the office.

***Community
Involvement***

Daughters of the American Revolution— joined in May of 2014 and elected for three terms as Chapter Registrar. Service in 2021 included being elected as Chapter Vice Regent and appointed State Parliamentarian of the Colorado State Society, NSDAR. In 2023, organized a new chapter and am serving as Organizing Regent of the Running Creek Chapter in Elizabeth, Colorado.

Cherry Creek Valley Rotary Club – 2020-2021

Beta Gaveliers - Parliamentary Study Group – 2020-2024

Colorado Association of Parliamentarians (CAP) – Member 2021 - 2024

National Association of Parliamentarians (NAP) – Member 2021 – 2024

American Legion Auxiliary – Post 82, Elizabeth, Colorado – Member 2023-24

Elbert County Sesquicentennial Celebration Planning Board – 2023-2024

***Additional
Education***

Boston University, 2019 – Completed a 7-week online course in Genealogical Principles and a 15-week online course in Genealogical Research receiving top grades in both classes and earning a Certificate of Genealogical Research from the University.

References:

References available upon request.

October 31, 2024

RE: Historic Advisory Board Opening

Greetings,

My name is Gayle Gardner, and I wish to be considered for the opening on the Historic Advisory Board. I am known to the Town of Elizabeth as the Chapter Regent for the newly organized Daughters of the American Revolution Chapter, the Running Creek Chapter.

For more than 20 years, my career was Executive Assistant. My last employment was Executive Assistant to the Western Division Vice President of NAPA Auto Parts. Since leaving the work force over 10 years ago, I have taken many courses in genealogy, including genetic and forensic genealogy and hold a certificate in genealogical research from Boston University. I have also studied parliamentary procedure and I am a member of the National Association of Parliamentarians and the Colorado Association of Parliamentarians. I served for two years as the DAR's Colorado Society State Parliamentarian assisting all 50 DAR chapters with bylaw and standing rules issues.

In March of 2023, I was appointed by the National Society DAR to organize a chapter in Elbert County. What this has meant for the organizing members is they no longer have to go outside of their community to serve. The historic preservation, education and patriotic projects we bring to the community stay right here in our county when previously members had to travel to Parker, Castle Rock or Colorado Springs to participate with DAR. It has been a fantastic experience getting to know this community. Volunteering with DAR has allowed me to stay involved with many things such as project, event and meeting planning, budgeting, people management and meeting deadlines.

I grew up outside of Chicago and hold a bachelor's degree from Northern Illinois University. I spent the next 21 years of my life living in Southern California where my parents had moved before coming to Colorado. I moved to Parker, Colorado, in May of 2001, and have lived there until September of this year. Having over 23 years in the same town, I have watched the growth. While I understand the need for growth, I also understand the need to preserve our history.

My husband and I recently moved to the Town of Elizabeth and live in Ward 3. We wanted to make sure we lived in town so that we could have an effect on what happens in this community that we care so much about.

I am available for any questions you might have. Thank you for your consideration.

Gayle Gardner





TOWN OF ELIZABETH

MICHELLE OESER TOWN CLERK

TO: Honorable Mayor and Board of Trustees
FROM: Michelle Oeser Town Clerk
DATE: January 14, 2025
SUBJECT: Resolution 25R01

SUMMARY

It is required by the Colorado Open Meeting Law that at the first Board meeting of the year a Resolution is passed to designate a public posting place for meeting notices.

The Town's posting place is outside the Town Hall on the information board and the Town's website.

STAFF RECOMMENDATION

Staff recommends approval of Resolution 25R01 designating the required posting place for meeting notices a Resolution Establishing a Designated Public Place for the posting of meeting notices pursuant to C.R.S. § 24-6-402(2)(c).

ATTACHMENT

Resolution 25R01

RESOLUTION 25R01

A RESOLUTION ESTABLISHING A DESIGNATED PUBLIC PLACE FOR THE POSTING OF MEETING NOTICES PURSUANT TO C.R.S. § 24-6-402(2)(c)

WHEREAS, C.R.S. § 24-6-402(2)(c) requires the Town to annually designate the public place for posting notices to comply with the Colorado Open Meetings Law, C.R.S. § 24-6-401, *et seq.* (the "Open Meetings Law");

WHEREAS, consistent with House Bill 19-1087, the Town hereby desires to post notice of the Town's public meetings not only in physical locations, but also on the Town's website as the Town's official online presence to the greatest extent practicable; and

WHEREAS, the notice must have specific agenda information, posted no less than twenty-four (24) hours prior to the meeting, must be accessible at no charge to the public, must be searchable by type of meeting, date of meeting, time of meeting and agenda contents, shall link to any social media accounts of the local public body, shall provide the address of the website to the Department of Local Affairs, and shall designate a public place within the boundaries of the local public body at which it may post a notice no less than twenty-hours (24) hours prior to a meeting if it is unable to post a notice online in exigent or emergency circumstances such as a power outage or interruption in internet service that prevents the public from accessing the notice online.

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

Section 1. Designation. The Board of Trustees of the Town of Elizabeth, in compliance with C.R.S. § 24-6-402(2)(c) of the Open Meetings Law, hereby designates the Town website at www.townofelizabeth.org as the official place for posting notices. The Town may additionally post notices at Town Hall, located at 151 South Banner Street, and any Town social media accounts. If there is a known power outage, known interruption of internet service, or an emergency meeting, the Town may post a physical notice at the public entrance of the Town Hall located at 151 South Banner Street.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2025, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Angela Ternus, Mayor

ATTEST

Michelle M. Oeser, Town Clerk



TOWN OF ELIZABETH

HANNAH BRUCE FINANCE OFFICER

TO: Honorable Mayor and Board of Trustees
FROM: Patrick Davidson, Town Administrator and Hannah Bruce, Finance Officer
DATE: January 14, 2025
SUBJECT: Resolution 25R02 Amending Set Mill Levies for the 2025 Budget Year

SUMMARY

Final Property Valuations were received from the County Assessor on the 10th of December 2024 with a slight increase in total taxable assessed valuation in the amount of \$4,770 from \$67,680,880. Due to the increase, the calculation for Mill Levies should be levied at **12.614** mills upon each dollar for the Town of Elizabeth for the year 2025.

STAFF RECOMMENDATION

Staff recommends approving Resolution 25R02, Amending Set Mill Levies for the 2025 Budget Year.

ATTACHMENTS(S)

- A.) Resolution 25R02, A Resolution Amending Set Mill Levies for the 2025 Budget Year

RESOLUTION 25R02

A RESOLUTION AMENDING SET MILL LEVIES FOR 2025 BUDGET YEAR

AN AMENDED RESOLUTION LEVYING PROPERTY TAXES FOR THE YEAR 2024 TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF ELIZABETH, COLORADO, FOR THE 2025 BUDGET YEAR

WHEREAS, the Board of Trustees of the Town of Elizabeth, has adopted the annual budget in accordance with the Local Government Budget Law, on November 21, 2024, and;

WHEREAS, the amount of money necessary to balance the budget for general operating purposes from property tax revenues is \$853,798;

WHEREAS, the estimated 2024 valuation assessment for the Town of Elizabeth approved on November 21, 2022 was in the amount of \$67,680,880;

WHEREAS, the estimated 2025 Mill Levy was calculated at 12.615 mills for all taxable property within the Town of Elizabeth for the year 2025;

WHEREAS, the 2025 Mill Levy should be levied at 12.614 mills for all taxable property within the Town of Elizabeth for the year 2025, and;

WHEREAS, the 2024 valuation for assessment for the Town of Elizabeth as certified by the County Assessor at \$67,685,650;

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

Section 1. That for the purpose of meeting all general operating expenses of the Town of Elizabeth during the 2025 budget year, there is hereby levied a tax of 12.614 mills upon each dollar of the total valuation for assessment of all taxable property within the Town of Elizabeth for the year 2025.

Section 2. That the Town Clerk is hereby authorized and directed to either immediately certify to the County Commissioners of Elbert County, Colorado, the mill levies for the Town of Elizabeth as hereinabove determined and set, or be authorized and directed to certify to the County Commissioners of Elbert County, Colorado, the mill levies for the Town of Elizabeth as hereinabove determined and set based upon the final December certification of valuation from the County Assessor.

ADOPTED, this 14th day of January 2025, A.D.

Angela Ternus, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk

New Tax Entity? YES NO

Elbert County

COUNTY ASSESSOR

Date 11/25/2024

NAME OF TAX ENTITY: TOWN OF ELIZABETH

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATION ("5.5%" LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) and 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2024 :

Table with 11 rows of valuation items and amounts. Includes items like 'PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION' and 'CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION'.

- † This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec. 20(8)(b), Colo. Constitution
* New Construction is defined as: Taxable real property structures and the personal property connected with the structure.
≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.
Ⓢ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART. X, SEC. 20, COLO. CONSTUTION AND 39-5-121(2)(b), C.R.S., THE Elbert County ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2024 :

Table with 7 rows of actual valuation items and amounts. Includes items like 'CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY' and 'CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS'.

DELETIONS FROM TAXABLE REAL PROPERTY

Table with 3 rows of deletion items and amounts. Includes items like 'DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS' and 'DISCONNECTIONS/EXCLUSIONS'.

- † This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.
* Construction is defined as newly constructed taxable real property structures.
§ Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS: TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY \$545,166,503

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES: HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): ** \$150,075
** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.

NOTE: ALL LEVIES MUST BE CERTIFIED to the COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

PROPERTY TAX REVENUE LIMIT CALCULATIONS WORKSHEET

("5.5%" limit in 29-1-301, C.R.S., and the TABOR limits, Art. X, Sec. 20(4)(a) and (7)(c), Colo. Const.)

The following worksheet can be used to calculate the limits on local government property tax revenue. Data can be found on the Certification of Valuation (CV) sent by the county assessor on August 25, unless otherwise noted. The assessor can revise the valuation one time before Dec. 10; if so, you must perform the calculation again using the revised CV data. **(Note for multi-county entities:** If a taxing entity is located in two or more counties, the mill levy for that entity must be the same throughout its boundaries, across all county boundaries (Uniform Taxation, Article X, Section 3, Colo. Const.). This worksheet can be used by multi-county entities when the values of the same type from all counties are added together.)

Version January 2021

Data required for the "5.5%" calculation (assessed valuations certified by assessor):

1.	Previous year's net total assessed valuation ¹	\$	58,510,567
2.	Previous year's revenue ²	\$	794,034
3.	Current year's total net assessed valuation	\$	67,685,650
4.	Current year's increases in valuation due to annexations or inclusions, if any		
5.	Current year increase in valuation due to new construction, if any	\$	2,819,116
6.	Total current year increase in valuation due to <u>other</u> excluded property ³		
7.	"Omitted Property Revenue" from current year CV ⁴		
8.	"Omitted Property Revenue" from previous year CV ⁵		
9.	Current year's "unauthorized excess revenue," if any ⁶		

Data required for the TABOR calculations (actual valuations certified by assessor):

10.	Previous year's revenue ⁷	\$	794,034
11.	Total actual value of all real property	\$	545,664,978
12.	Construction of taxable real property	\$	38,066,631
13.	Annexations/Inclusions		
14.	Increase in mining production		
15.	Previously exempt property		
16.	Oil or gas production from new wells		
17.	Taxable property omitted (from current year's CV)	\$	128,077
18.	Destruction of Property improvements		
19.	Disconnections/Exclusions		
20.	Previously taxable property		
21.	Inflation _____		

(The U.S. Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>) will not release this number, the Consumer Price Index (CPI) for the Denver-Boulder Area, until February of next year. Forecasts of this inflation figure are available at <http://dola.colorado.gov/budgets>.)

¹ There will be a difference between **net** assessed valuation and **gross** assessed valuation only if there is a "tax increment financing" entity, such as a Downtown Development Authority or Urban Renewal Authority, within the boundaries of the jurisdiction.

² For the "5.5%" limit only (Part A of this Form), this is the **lesser** of: (a) the total amount of dollars **levied for general operating purposes** on the **net assessed valuation** before deducting any Temporary Tax Credit [if Form DLG 70 was used to certify levies in the previous year, this figure is on Line 1], or (b) last year's "5.5%" revenue limit.

³ Increased production of a producing mine, previously exempt federal property, or new primary oil or gas production from any oil and gas leasehold or land. **NOTE: These values may not be used in this calculation until certified to, or applied for, by filing specific forms with the Division of Local Government** [forms can be found in the *Financial Management Manual*, published by/on the **State Auditor's Office web page** or contact the **Division of Local Government**].

⁴ Taxes paid by properties that had been previously omitted from the tax roll. This is identified on the CV as "taxes collected last year on omitted property as of Aug. 1."

⁵ This figure is available on the CV that you received from the assessor last year.

⁶ This applies only if an "Order" to reduce the property tax revenue was issued to the government in the spring of the current year by the Division of Local Government, pursuant to 29-1-301(6), C.R.S.

⁷ For the TABOR property tax revenue limit only (Part C of this form), use the previous year's TABOR limit or the property tax revenue **levied for general operating purposes**. This is a local option. DLG staff is available to discuss the alternatives.

Steps to calculate the TABOR Limit (refer to numbered lines on page one):¹⁴

B. TABOR “Local Growth” Percentage

B1. Determine net growth valuation:

$$\frac{\$ 38,194,708}{\text{Lines 12+13+14+15+16+17}} - \frac{\$}{\text{Lines 18+19+20}} = \$ \frac{38,194,708}{\text{Net Growth Value}}$$

B2. Determine the (theoretical) valuation of property which was on the tax roll last year:

$$\frac{\$ 545,664,978}{\text{Line 11}} - \frac{\$ 38,194,708}{\text{Line B1}} = \$ \frac{507,470,270}{\text{Net Growth Value}}$$

B3. Determine the rate of “local growth”:

$$\frac{\$ 38,194,708}{\text{Line B1}} \div \frac{\$ 507,470,270}{\text{Line B2}} = \frac{0.075265}{\text{Local Growth Rate (round to 6 decimal places)}}$$

B4. Calculate the percentage of “local growth”:

$$\frac{0.075265}{\text{Line B3}} \times 100 = \frac{7.526\%}{\text{(round to 3 decimal places)}}$$

C. TABOR Property Tax Revenue Limit

C1. Calculate the growth in property tax revenue allowed:

$$\frac{\$ 794,034}{\text{Line 10}^{15}} \times \frac{7.526\%}{\text{Line B4 + line 21}} = \$ \frac{59,763}{\text{Increase allowed}}$$

C2. Calculate the TABOR property tax revenue limit:

$$\frac{\$ 794,034}{\text{Line 10}^{15}} + \frac{\$ 59,763}{\text{Line C1}} = \$ \frac{853,797}{\text{TABOR Property Tax Revenue Limit}}$$

C3. Calculate the mill levy which would generate the TABOR Property Tax Revenue Limit (Line C2):

$$\left[\frac{\$ 853,797}{\text{Line C2}} \div \frac{\$ 67,685,650}{\text{Line 3}} \right] \times 1,000 = \frac{12.614}{\text{Mill Levy (round to 3 decimal places)}}$$

D. Which One To Use? There is general agreement among practitioners that the most restrictive of the two revenue limits (“5.5%” or TABOR) must be respected, disallowing the levying of the greater amount of revenue which would be allowed under the other limit. Therefore, one must decide which of the two limits is more restrictive.

Compare Line A7 (Current Year’s 5.5% Revenue Limit) to Line C2 (TABOR Property Tax Revenue Limit). The lesser of the two is the more restrictive revenue limit.

NOTE: TABOR(4)(a) requires prior voter approval to levy a mill levy above that of the prior year. This is a third limit on property taxes that must be respected, independent of the two revenue limitations calculated above. **If the lesser of the two mill levies in A9 and C3 is more than the levy of the prior year, it is possible that neither of the revenue amounts may be generated, and that revenues must be lowered to comply with this third limit.**

¹⁴This section is offered as a guideline only. The Division is required by law to enforce the “5.5%” limit, but does not have any authority to define or enforce any of the limitations in TABOR.

¹⁵**NOTE: For the TABOR property tax revenue limit only** (Part C of this form), use the previous year’s TABOR limit or the property tax revenue levied for general operating purposes. This is a local option. DLG staff is available to discuss the alternatives.

OTHER LEVIES:

Capital Expenditure Levy

Under the “5.5%” limit, additional revenue greater than that on Line A8 may be levied for capital expenditures, if the specific procedures in 29-1-301(1.2) [counties or municipalities] or 29-1-302(1.5), C.R.S. [special districts or towns under 2000 in population] are followed, or an election is held for this purpose. If such a levy is made, it and the revenue resulting from it must be certified to the county as a separate levy on the Line 5 of Form DLG 70. The amount of revenue derived from this capital levy will not accrue to the “base” upon which next year’s calculation will be made.

Refund/Abatement Levy

The refund and abatement revenue, reported by the County Assessor to some local governments on the "Certification of Assessed Valuation" is **not** part of either property tax revenue limitation. This figure, if any, represents revenue that the jurisdiction should have received, but did not. The local government **may** certify mills sufficient to generate the refund and abatement revenue amount¹⁶ in excess of the ones calculated for the property tax revenue limitation. This is an **optional levy** and will not accrue to the base for subsequent years' limit calculations. It can be entered on Line 6 of Form DLG 70 for certifying all levies.

Temporary Tax Credit/Mill Rate Reduction

A temporary mill levy reduction can be made, in order to effect a refund of tax revenue (39-1-111.5 and 29-1-301(6), C.R.S.). If used, it should be certified as a separate levy on Line 2 of Form DLG 70, when certifying tax levies to the County Commissioners.

Annual Incentive Payments

The “5.5%” revenue limitation may be exceeded by **counties** and **municipalities** by the total amount of annual incentive payments made by the local government in accordance with agreements negotiated with certain private business taxpayers pursuant to 30-11-123(6) C.R.S. [counties] and 31-15-903(5) C.R.S. [municipalities]. This is an optional levy and will not accrue to the base for subsequent years' limit calculations. It should be certified to the county commissioners as an “Other levy” on Line 7 of Form DLG 70.

Reappraisals Ordered by the State Board of Equalization

The “5.5%” revenue limitation may be exceeded by counties to pay for the reappraisal of classes or subclasses ordered by or conducted by the State Board of Equalization (29-1-301(1)(a) C.R.S. This levy should be certified as an “Other levy” on Line 7 of Form DLG 70.

Payment to the State for Excess State Equalization Payments.

The “5.5%” revenue limit may be exceeded by counties to make payments to the state when excess state equalization payments are made to school districts due to the undervaluation of taxable property (29-1-301(1)(a) C.R.S. This levy should be certified as an “Other levy” on Line 7 of Form DLG 70.

NOTE: for assistance in using this form, understanding its terms, or suggested improvements, please contact Cynthia Thayer at the Division of Local Government: ☎(303) 864-7720; Email address: cynthia.thayer@state.co.us.

¹⁶ 29-1-301(1), C.R.S. and a 1994 Supreme Court case both allow the levying of an amount of revenue above the revenue limits without an election to recoup revenue which was lost in the previous year due to abatements and refunds which might have been granted by various boards and courts. So, for example, if an entity levies \$10,000 in one year, but only received \$9,000 due to a \$1,000 tax abatement granted by a District Court, it could levy an additional \$1,000 above either the A5.5%@ or TABOR revenue limitation in the following year to offset the loss of revenue.



TOWN OF ELIZABETH POLICE DEPARTMENT

JEFFERY R. ENGEL
CHIEF OF POLICE

To: *Mayor Angela Ternus, Mayor Pro Tem Hutchins, and Board of Trustees*

From: *Jeff Engel, Chief of Police*

Subject: Contractual Service Agreement with Patty Anne Fontenot

Date: January 14, 2025

SUMMARY:

Victim Advocates provide essential support when a crime or municipal ordinance, as governed under the Victim Bill of Rights, occurs, and the victim requests such services. The State of Colorado, under Colorado Revised Statute 24-4.1-302.05 (3), encourages municipalities and municipal courts to adopt policies that grant crime victims their rights at the municipal court level.

Within the Elizabeth Police Department, Victim Advocacy extends beyond the services outlined in the Victim Bill of Rights. Advocates not only assist victims in navigating the judicial process at the municipal court level but also provide critical resources to citizens facing significant crisis situations. Additionally, they actively participate in community events such as Elizabash, Trick or Treat Street, and the Mayor's Tree Lighting, further fostering community engagement and support.

Since 2021, Patricia Ann Fontenot has delivered invaluable victim advocacy services to the residents of the Town of Elizabeth. Her contributions have significantly benefited the community, providing vital assistance and support during challenging times.

Each year, the Elizabeth Police Department and Patricia Ann Fontenot formalize their partnership through a contractual agreement outlining expenditures and terms of service, ensuring the continuity and effectiveness of these essential advocacy services.

STAFF RECOMMENDATION:

The services provided by Patricia Ann Fontenot have been invaluable to both the Elizabeth Police Department and the community. Her expertise and dedication have consistently enhanced the department's ability to support victims and address community needs. The Elizabeth Police Department fully supports the continued partnership with Patricia Ann Fontenot and strongly recommends the approval of the contract.

BUDGET CONSIDERATIONS:



TOWN OF ELIZABETH POLICE DEPARTMENT

**JEFFERY R. ENGEL
CHIEF OF POLICE**

The 2025 budget has allocated funds and designated a line item for victim advocacy services provided by Patricia Ann Fontenot

ATTACHMENT(S)
Contractual agreement

RESOLUTION 25R03

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PERSONAL SERVICES AGREEMENT BETWEEN THE TOWN OF ELIZABETH AND PATRICIA ANN FONTENOT TO PROVIDE VICTIM ADVOCATE SERVICES TO THE TOWN OF ELIZABETH

WHEREAS Colorado Revised Statute 24-4.1-302.05(3) encourages municipalities and municipal courts to provide crime victim services for municipal court actions; and

WHEREAS, since 2021 Patricia Ann Fontenot has provided services to the Town of Elizabeth, and has benefited the citizens of the Town of Elizabeth; and

WHEREAS the 2025 adopted budget anticipated the continuation of this agreement for victim services, and funds have been allocated accordingly.

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

SECTION 1. The Board of Trustees hereby authorizes the Mayor to execute and enter into a Personal [Professional] Services Agreement [attached hereto] with Patricia Ann Fontenot to provide victim advocate services for the Town of Elizabeth.

PASSED, APPROVED, and ADOPTED this 14th day of January 2025, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Angela Ternus, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk

PERSONAL SERVICES AGREEMENT BETWEEN PATRICIA ANN FONTENOT AS PROVIDER OR CONTRACTOR
AND THE TOWN OF ELIZABETH

CONTRACTOR The Provider shall perform its duties, Attachment A, hereunder as an independent contractor and not as an employee of the Town of Elizabeth. Neither the provider nor any agent or employee of the Provider shall be or shall be deemed to be an agent or employee of the Town of Elizabeth.

TERM The term of this Agreement shall commence on the 1st day of January 2025 and shall terminate on the 31st day of December 2025 (the "Expiration Date"). For purposes of this Agreement, "Expiration Date" shall also mean and refer to December 31 of subsequent years if the Agreement is renewed as set forth below, unless earlier terminated pursuant to Section IO herein.

AUTOMATIC RENEWAL This Agreement may be renewed on the Expiration Date of each year for up to three (3) additional one (1) year terms, unless either party gives written notice of nonrenewal at least thirty (30) days before the Expiration Date.

COMPENSATION In consideration of the performance of the instruction and/or services provided herein, Contractor shall receive compensation \$1,250.00 per month. A portion of the compensation provided by this agreement is intended to offset the insurances costs of the Contractor, if insurance rates change more than 10% in any given year, the Provider may submit a change rate request 90 days prior to the end of the fiscal year for review.

BILLING The Provider shall provide an invoice by the last working day of the month to the Police Chief for review and approval.

CREDENTIALING

- The Provider agrees to meet credentialing standards.
- The Provider certifies that, at the time of entering into this contract, it has currently in effect all necessary licenses certifications, approved, insurance, etc. required to properly provide the services and/pr supplies covered by this contract. Any revocation, withdrawal or non-renewal of necessary license, certification, approval, insurance, etc. required for the Provider to properly perform this contract, shall be grounds for termination of this contract.
- The Provider further certifies that, if a foreign corporation, a limited liability company, a limited partnership or a limited liability partnership, it currently has a Certified of Good certification shall be provided upon request.

CONFORMANCE WITH THE LAW Adhere to all applicable federal and state law as and regulations (Civil Rights Act, ADA, ADEA, etc.) Comply with all laws and regulations prohibiting discrimination.

PERFORMANCE MONITORING The Provider shall permit the Chief of Elizabeth Police Department, or its authorized designee, to monitor all activities conducted by the Provider pursuant to the terms of this contract. As the monitoring agency, the Town of Elizabeth may, in its sole discretion, perform such

supervision as it deems necessary, such monitoring may consist of internal evaluation, procedures, examination of program data, special analyses, on-site verification, formal audit and examination or any other reasonable procedures. All such monitoring shall be performed in a manner that will not unduly interfere with the Contract work.

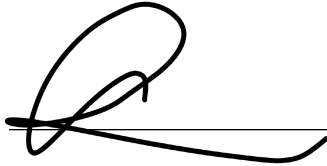
CONFIDENTIALITY All records and information by the Provider pertaining to persons served by the program shall remain confidential and shall not be released to anyone other than the person in interest without a specific order of the Court with proper jurisdiction.

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 services provided by Contractor pursuant to this agreement.

INSURANCE. Contractor understands and agrees that Contractor shall have no right of coverage under any and all existing or future Town comprehensive or personal injury liability policies, and in that regard, Contractor agrees to provide insurance coverage on behalf of the Contractor, that will sufficiently protect Contractor, and Contractor's agents, servants and employees, in connection with the services which are to be provided by Contractor pursuant to this Agreement, in an amount no less than the limits established by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as the same may be amended from time to time.

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

Town of Elizabeth
Angela Ternus, Mayor



Contractor
Patricia A Fontenot

Attest:

Attachment A

Scope of Services

- 1) Provide victims of crime with written information about:
 - The rights enumerated in the Victim Rights Act.
 - The availability of financial resources such as victim compensation benefits and how to apply for those benefits;
 - The availability of protective court orders in order to obtain protection from the person accused of committing the crime;
 - The availability of public records related to the case;
 - Community services such as crisis intervention services, victim assistance resources, legal resources, mental health services, financial services and other support services;
 - Interpretation services, assistance in dealing with creditors due to financial setbacks caused by the crime and childcare to enable a crime victim to cooperate with the prosecution.

- 2) Provide the victim of crime with the business address and telephone number of the district attorney's office, the file number of the case and the name, business address and telephone number of any law enforcement officer assigned to investigate the case.

- 3) Keep the victim of crime informed as to whether a suspect has been taken into custody and, if known, whether the suspect has been released from custody and any bond conditions imposed upon the suspect.

- 4) Update the victim on the status of the case, prior to the filing of charges.

- 5) Upon the request of the victim, return the victim's property within five (5) working days when it is no longer needed for evidentiary reasons.

- 6) Inform victims of crime about decisions not to file charges in misdemeanor cases.

- 7) Inform all victims of cold cases of any change in the status of the case.

- 8) Upon written request, provide victims of cold cases for which the crime has a statute of limitations of longer than three years with an annual update concerning the status of the case.



TOWN OF ELIZABETH

MICHELLE M. OESER TOWN CLERK / ADMINISTRATIVE SERVICES DIRECTOR

TO: Honorable Mayor and Board of Trustees
FROM: Michelle Oeser Town Clerk
DATE: January 14, 2025
SUBJECT: Wreaths Across America

SUMMARY

For the past two years, the Board has utilized contribution funds to sponsor wreaths for Wreaths Across America. In 2023 the Board sponsored \$309.00, and in 2024 \$306.00. In 2024 with the \$306.00 sponsorship at the first of the year, that donation was matched during the Wreaths Across America matching program. There is an opportunity for the Board to participate in the matching program again this year. The wreaths are \$17 each for sponsorship. The Boards 2025 contribution fund budget is \$3,000.00 for the year. This memo includes a flyer from the Running Creek Chapter of DAR, which explains a bit about the matching program.

RECOMMENDATION

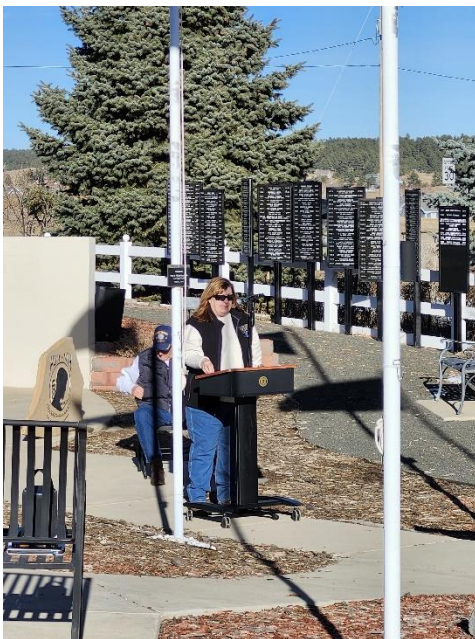
Staff is looking for direction and does not have a recommendation.

Right now, Wreaths Across America has a matching program that runs through **January 17, 2025**. Wreaths sponsored through a group page will only receive a matching wreath from Wreaths Across America. If you are interested in sponsoring a wreath in this Buy One, Get One scenario (both wreaths go to the cemetery of your choosing), be sure to go through the Running Creek Chapter's Group page located at this link: www.wreathscrossamerica.org/CO0286P or scan the QR Code to assist in sponsoring wreaths for **next year's event on December 13, 2025**. Once you are on the group's page, you can choose one of the three cemeteries listed (Elizabeth, Queen of Heaven, or Fort Logan) OR any other sponsoring cemetery location.



2025 Wreaths Across America – Elizabeth Cemetary







TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor, Mayor Pro Tem, and Members of the Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: January 14, 2024
SUBJECT: RAISE Grant Program [Federal/CDOT Grant]

BACKGROUND

During the Board's meeting on December 10, 2024, the Board instructed Staff to seek grant funding through the RAISE (Rebuilding American Infrastructure with Sustainability and Equity) Grant Program.

The specific requirements of the Grant(s) are as follows:

Application: The Grant application is completed through ECCOG's grant specialists.
Administration: The Grant is administered through ECCOG.
Match: As a designated rural area, there is no match required from the Town of Elizabeth.
Funding: The minimum award size is \$1M, with each applicant submitting up to three (3) applications for \$1M each.
The maximum award size is \$25M with each applicant submitting up to three (3) applications for \$25M each.
Uses: Planning and/or construction of surface transportation infrastructure including streets, sidewalks, bridges, rail transportation, replace/rehabilitate culverts for stormwater runoff, and related matters.
Funding: Funds committed by September 2029 and expended by 2034.
Due Date: Submission by January 30, 2025, with selection in June 2025.

ANALYSIS

Staff have identified projects which meet the basic requirements for the grants to include:

1. The completion of the construction of South Main Street from E. Walnut Street to E. Maple Street; the completion of E. Maple Street from S. Banner Street to S. Main Street. The completion of these sections of street will create continuity for both E. Maple Street and S. Main Street; provide enhanced emergency vehicle access; provide additional sidewalks; and complete the Main Street Streetscape Project.
2. The completion of sidewalks along E. Kiowa Ave. [HWY 86] from Running Creek Bridge westward on E. Kiowa Ave. to North Garland Street; the completion of sidewalks along E. Kiowa Ave. [HWY 86] from Running Creek Bridge eastward on E. Kiowa Ave. to County Road 17.
3. The completion of W. Beverly Street from the roundabout located at County Road 136 eastward to the Elizabeth Pines and the Plains Library [subject to appropriate easements from the associated property owner].



TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

STAFF RECOMMENDATION

The RAISE Grant provides a unique opportunity as it requires no matching funds. There appears to be no prohibition of committing funds before the 2029 deadline, and while spending by the Town could enhance the above-mentioned projects, there is no mandatory match for the funds.

Staff respectfully requests that the Board support applications for all three (3) projects identified above, with each application seeking a minimum of \$1M for a project, with no single project to exceed \$3M using solely grant funds.¹

BUDGET CONSIDERATIONS

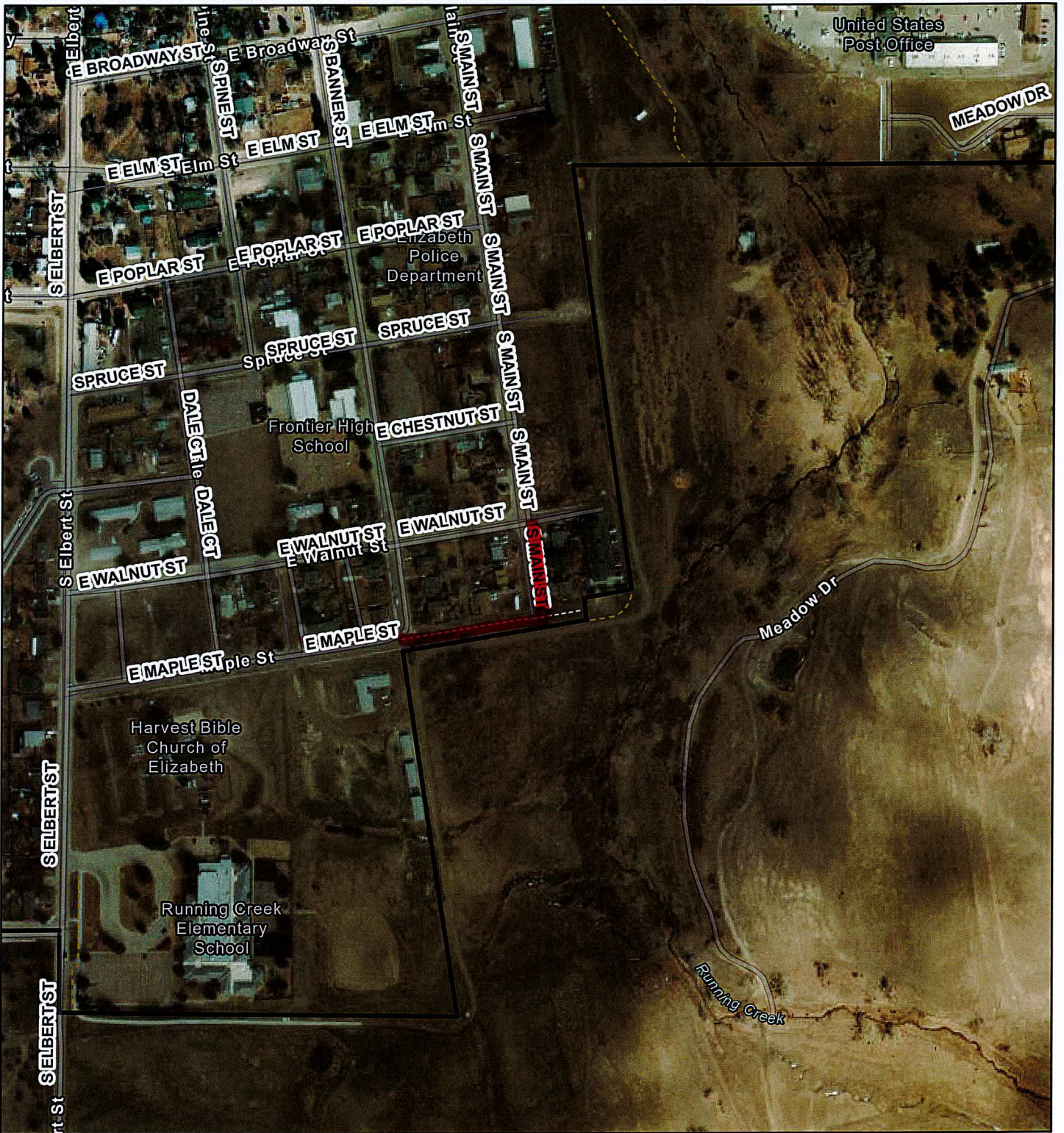
Initially, there are no budget considerations, nor does the award of any grant require matching funds as a condition of grant acceptance. Staff would anticipate that the award of any grant would trigger additional discussions as to the ultimate scope and nature of any project. In the event of an award of a grant, the Board of Trustees would have approximately four (4) years to finalize the design of the project and ten (10) years in which to formally complete the project.

ATTACHMENTS









Resolution Authorizing the Mayor and/or Town Administrator to Execute All Required and Necessary Documents for Grant Applications to the RAISE Grant Program

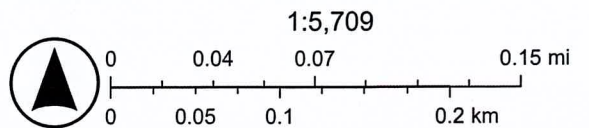
¹ Federal grants, such as this, require compliance with all federal laws involving the National Environmental Protection Act [NEPA], specialized labor laws, bidding preferences, and related burdens. The grant application will likely include an additional 25% above what the Board might be accustomed to for these kinds of projects due to Federal requirements. Those costs will be built-in to the final application, and are to be considered part of the grant administration and construction costs.

Elbert County



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-  County Boundary
-  Incorporated Municipalities
-  Trails
-  Road Centerlines
-  Local
-  Easement
-  Service
-  Platted



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Elbert County



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County Boundary

Incorporated Municipalities

Trails

Road Centerlines

- Collector
- Secondary
- Arterial
- Service
- Local
- Easement

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0 0.03 0.06 0.11 mi

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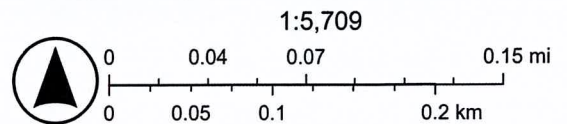
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Elbert County



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-  County Boundary
-  Arterial
-  Incorporated Municipalities
-  Local
- Road Centerlines**
-  Secondary



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RESOLUTION 25R04

A RESOLUTION AUTHORIZING THE MAYOR AND/OR TOWN ADMINISTRATOR TO EXECUTE ALL REQUIRED AND NECESSARY DOCUMENTS FOR GRANT APPLICATIONS TO THE RAISE GRANT PROGRAM

WHEREAS, under the U.S. Department of Transportation Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program, grant funding is available for the Town of Elizabeth; and

WHEREAS the RAISE Grant Program authorizes the Town of Elizabeth to seek grant funding of between \$1,000,000 and \$25,000,000 for up to three (3) separate grant applications within Elizabeth; and

WHEREAS, Staff and the Board have identified three (3) specific projects for consideration, including (1) the completion of construction of South Main Street and East Maple Street in Elizabeth; (2) the completion of sidewalks along E. Kiowa Ave. [HWY 86] from approximately North Garland Street to County Road 17; and (3) the completion of West Beverly Street; and

WHEREAS applications will be submitted seeking funding of no less than \$1,000,000 and no more than \$3,000,000 for each of the projects previously identified; and

WHEREAS the Board of Trustees authorizes the Mayor of the Town of Elizabeth and/or the Town Administrator to execute and submit all required and necessary documents for grant applications to the RAISE Grant Program.

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

The Board of Trustees authorizes the Mayor of the Town of Elizabeth and/or the Town Administrator to execute and submit all required documents for grant applications to the RAISE Grant Program.

PASSED, APPROVED, and ADOPTED this 14th day of January 2025, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Angela Ternus, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

TO: Honorable Mayor and Board of Trustees

FROM: Alexandra Cramer, Planner/Project Manager

DATE: January 14th, 2025

SUBJECT: Discussion and Possible Action Regarding First Amendment to Scarlett Creek Subdivision Agreement, Resolution 25R05

SUMMARY

Aprilia Properties, Inc./Scarlett Creek Minor, the current owner of Scarlett Creek Minor Subdivision which consists of two vacant lots located on the east side of Garland Street, north of Greenlee's Pro Auto Care, is requesting approval for an amendment to the Scarlett Creek Subdivision Agreement. Subdivision agreements are required legal documents between the Town and developers that ensure proper installation of public improvements and establish development requirements to serve newly platted properties.

The original agreement, dated April 23, 2019, required a \$53,343.40 security deposit for site mitigation work and included provisions regarding state stormwater discharge permits. Upon review of the agreement with Public Works and the Town Attorney, it has been determined that these requirements should be updated: the site mitigation requirements are now covered under the Town's current GESC (Grading, Erosion, and Sediment Control) permitting process, and the stormwater discharge provisions are being removed as the Town does not regulate these state permits. With the current owner seeking to sell the property, it has become prudent to amend the agreement to remove these requirements and release the security deposit. Any future development of the property will be subject to current Town development standards and GESC permitting requirements, ensuring proper oversight while removing outdated provisions. The First Amendment has been reviewed by the Town Attorney and is ready for Board consideration.

STAFF RECOMMENDATION

Staff recommends approval of Resolution 25R05, a Resolution approving the First Amendment to the Subdivision Agreement for the Scarlett Creek Minor Subdivision.

ATTACHMENTS

Resolution 25R05

First Amendment to Subdivision Agreement

Original Subdivision Agreement dates April 23, 2019

RESOLUTION 25R05

**A RESOLUTION APPROVING THE FIRST AMENDMENT TO
SUBDIVISION AGREEMENT FOR THE SCARLETT CREEK MINOR
SUBDIVISION**

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

Section 1. The First Amendment to Subdivision Agreement for the Scarlett Creek
Minor Subdivision between the Town of Elizabeth and Aprilia Properties, Inc./Scarlett Creek
Minor, attached hereto as **Exhibit A**, is hereby approved, and the Mayor is authorized to execute
the same on behalf of the Town.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2025, by the
Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of
_____ for and _____ against.

Angela Ternus, Mayor

ATTEST

Michelle M. Oeser, Town Clerk

FIRST AMENDMENT TO SUBDIVISION AGREEMENT

THIS FIRST AMENDMENT TO SUBDIVISION AGREEMENT (the "First Amendment") is made this 23 day of December, 2024, by and between the Town of Elizabeth, Colorado, a municipal corporation (the "Town"), and Aprilia Properties, Inc./Scarlett Creek Minor (the "Developer").

RECITALS:

A. The Developer is the new owner of certain real property located in the Town of Elizabeth known as the Scarlett Creek Minor Subdivision, which is more particularly described in **Exhibit A**, attached hereto and incorporated herein (the "Property").

B. The Town and the Developer's predecessor in interest entered into that Subdivision Agreement dated April 23, 2019 (the "Original Agreement")

C. The parties desire to assign and amend the Original Agreement as set forth below.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the parties hereto agree as follows:

1. Section 3, subsection d. of the Original Agreement is hereby deleted, and is hereby determined to have been completed, and fully accepted by the Town. Developer is released from the warranty of these improvements. Section 3, subsection e. of the original agreement is hereby deleted.

2. The Town and Developer hereby agree and acknowledge that the Public Improvements secured by the Original Agreement have been completed, and therefore to the extent the Town has retained security as a Performance Guarantee under the Original Agreement, such Performance Guarantee may be returned to the Developer.

3. The Town acknowledges notice of the assignment of the Original Agreement, as amended by this First Amendment, pursuant to Section 25 of the Original Agreement.

4. Except as specifically amended by this First Amendment, the Original Agreement remains in full force and effect and is hereby ratified by the Town and the Developer.

WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF ELIZABETH, COLORADO

By: _____
Angela Ternus, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Town Attorney

DEVELOPER

By: _____
[Signature]

STATE OF COLORADO)
)ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 23rd day of December,
2024, by Elijah Ochoa, as Presiden/Owner of Aprilia Properties, Inc/Scarlett Creek Minor-Developer

My commission expires: 9/27/25

(SEAL) *[Signature]*
Notary Public



36/034 B: 130 P: 423 RES
 08/08/2019 10:46:13 AM Page: 3 of 32 R 168.00 D
 Dallas Schroeder Recorder, Elbert County, Co

SCARLETT CREEK MINOR SUBDIVISION

A REPLAT OF BROWN MINOR DEVELOPMENT LOT 1

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 6 RANGE 64 WEST OF THE 8TH P.M., TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO
 2 LOTS, 1 TRACT ON 8.09 TOTAL ACRES

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING (1) A BROWN MINOR DEVELOPMENT RECEPTION NO PLANS, BOOK 12 PAGE 16.
 (2) A PARCEL OF LAND BEING (1) TRACT 1 (2) TRACT 2 BEING A PART OF THE 8TH PRINCIPLE MERIDIAN TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO

OWNERSHIP AND DEDICATION STATEMENT

THE UNDERSIGNED BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF TRUSTS AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN HAVE LAID OUT, SURVEYED AND PLATTED SAID LANDS INTO (1) TRACTS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND STYLE OF SCARLETT CREEK MINOR SUBDIVISION THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITY AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTIRE RESPONSIBILITY FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED TO THE RESPECTIVE RIGHT OF WAY AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. ALL STREETS AND RIGHTS OF WAY SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF ELIZABETH, COLORADO, IN FEE SIMPLE ABSOLUTE FOR PUBLIC USES AND PURPOSES.

 SIGNATURE

 OWNER/ENDORSEE

BY: _____
 TITLE: _____
 ATTEST
 SECRETARY SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF ____
 WITHIN MY HAND AND OFFICIAL SEAL

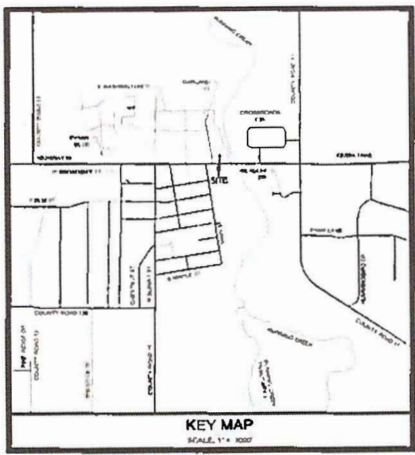
 NOTARY PUBLIC
 MY COMMISSION EXPIRES: _____

TITLE VERIFICATION

THE ALLIANT NATIONAL TITLE INSURANCE COMPANY DO HEREBY CERTIFY THAT THE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SAID LAND IS IN THE DEDICATOR'S FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

 (INITIALED SIGNATURE)
 DATE: _____ EMPLOYER NAME: _____

LAND USE CATEGORY:	AREA (ACRES +/-)	PRIMARY USE	SECONDARY USES	OWNER	MAINTENANCE RESPONSIBILITY
COMMERCIAL LOT 1	1.80	COMMERCIAL DEVELOPMENT	LANDSCAPING, DRAINAGE, UTILITIES	PRIVATE	PRIVATE
COMMERCIAL LOT 2	1.81	COMMERCIAL DEVELOPMENT	LANDSCAPING, DRAINAGE, UTILITIES	PRIVATE	PRIVATE
TRACT A	4.58	DEDICATED OPEN SPACE	EASEMENTS AS SHOWN	TOWN OF ELIZABETH	TOWN OF ELIZABETH
TOTAL:	8.19				



- GENERAL NOTES**
1. BASIS OF BEARINGS: CONSIDERING THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 7 TO HAVE AN ASSIGNED BEARING OF N89°32'17"E AND MONUMENTED AS SHOWN HEREON.
 2. THIS PROPERTY IS SUBJECT TO RESERVATIONS, EASEMENTS, COVENANTS AND EASEMENTS OF RECORD ON IN PLACE.
 3. THIS SURVEY IS BASED ON EXISTING MONUMENTS FOUND IN PLACE, AS SHOWN DOCUMENTS OF RECORD AND THE TITLE COMMITMENT PROVIDED BY THE CLIENT.
 4. DATE OF SURVEY WAS JUNE 2018.
 5. THE LINES OF MEASUREMENT FOR THIS PLAT ARE IN SURVEY FEET WHICH IS EQUIVALENT TO ONE METER = 3.28 FEET.
 6. THE LOTS SHOWN ON THIS PLAT GENERALLY FOLLOW NATURAL TERRAIN AND CONTAIN NATURAL DRAINAGE DRAINS AND FLOW PATHS THAT CONVEY UPSTREAM STORM WATER RUNOFF ACROSS LOT BOUNDARIES. THEREFORE, THE OWNER OF THE UPPER LOTS HAS AN EASEMENT OVER LOWER LOTS FOR DRAINAGE OF SURFACE WATERS AND NATURAL DRAINAGE THROUGH THE DOWNSTREAM LOT. EXISTING DRAINAGE PATHS MAY BE ALTERED BUT SHALL PROVIDE FOR THE QUANTITY OF WATER TO PASS FROM THE UPSTREAM DRAINAGE AND NOT NEGATIVELY AFFECT DOWNSTREAM PROPERTIES. THE DEVELOPMENT OF A DOWNSTREAM NPS PLAN SHALL INCLUDE PERMANENT EASEMENTS FOR THE CONVEYANCE OF DRAINAGE.
 7. NO LOT WITHIN THIS SUBDIVISION SHALL BE BUILT UPON OR ANY IMPROVEMENTS CONSTRUCTED WITHIN A 10' SETBACK FROM THE PLAN AS REVIEWED AND APPROVED BY THE TOWN OF ELIZABETH.
 8. TRACT A IS HEREBY DEDICATED TO THE TOWN OF ELIZABETH.
 9. CURRENT ZONING IS COMMERCIAL MEDIUM DENSITY.

BOARD OF TRUSTEES:
 THIS PLAT WAS APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO ON THE ____ DAY OF _____, 20____ FOR FILING. THE DEDICATIONS ARE HEREBY ACCEPTED.
 ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, LIGHTING, SEWERAGE, ROAD LIGHTING, ROAD, SIGNAL, FLOOD PROTECTION, EROSION CONTROL STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVISOR AND NOT THE TOWN OF ELIZABETH. THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE ROADWAY IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED AND AFTER THE MAINTENANCE PERIOD, IN ACCORDANCE WITH TOWN REGULATIONS.
 THIS ACCEPTANCE DOES NOT GUARANTEE THAT THE SOIL CONDITIONS, SURFACE, GROUND, GROUNDWATER CONDITIONS OF FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED.

 MAYOR TOWN OF ELIZABETH
 ATTEST:
 TOWN CLERK SIGNATURE

CLEER AND RECORDER'S CERTIFICATE:
 STATE OF COLORADO
 COUNTY OF ELBERT 63
 I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS ____ DAY OF ____ A.D. AT ____ A.M./P.M. AND WAS RECORDED AT RECEPTION NUMBER ____ BOOK ____ PAGE ____
 (SIGNATURE)
 COUNTY CLERK AND RECORDER

SURVEYOR'S CERTIFICATION
 I, _____ A DULY REGISTERED PROFESSIONAL LAND SURVEYOR BY THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRACT AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON JUNE 11, 2018 BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON THAT MATHEMATICAL CALCULATIONS SHOW AND LESS THAN 180 DAYS BEFORE CONVEYANCE THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH RECORDING, SUBDIVISION OR SURVEYING OF LAND AND ALL PROVISIONS WITHIN MY CONTROL OF THE TOWN SUBDIVISION REGULATIONS.
 I ATTEST THE ABOVE ON THIS ____ DAY OF ____ 20____
 (I, _____ A DULY REGISTERED PROFESSIONAL LAND SURVEYOR PRINTED NAME)
 (SCALE)

CLEER AND RECORDER'S CERTIFICATION:
 STATE OF COLORADO 164
 COUNTY OF ELBERT 7
 I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS ____ DAY OF ____ A.D. AT ____ A.M./P.M. AND WAS RECORDED AT RECEPTION NUMBER ____ BOOK ____ PAGE ____
 (NAME)
 ELBERT COUNTY CLERK AND RECORDER

2N CIVIL
 6 Northwest CLE Suite 115
 Englewood, CO 80112
 303.925.0544
 303.925.0547
 www.2ncivil.com

CLIENT
 ORTEGA
 P.O. BOX 10000
 ELBERT, CO 80120

ISSUED DATE: 6-18-19
 PROJECT NUMBER: 18009
 SHEET 1 OF 2

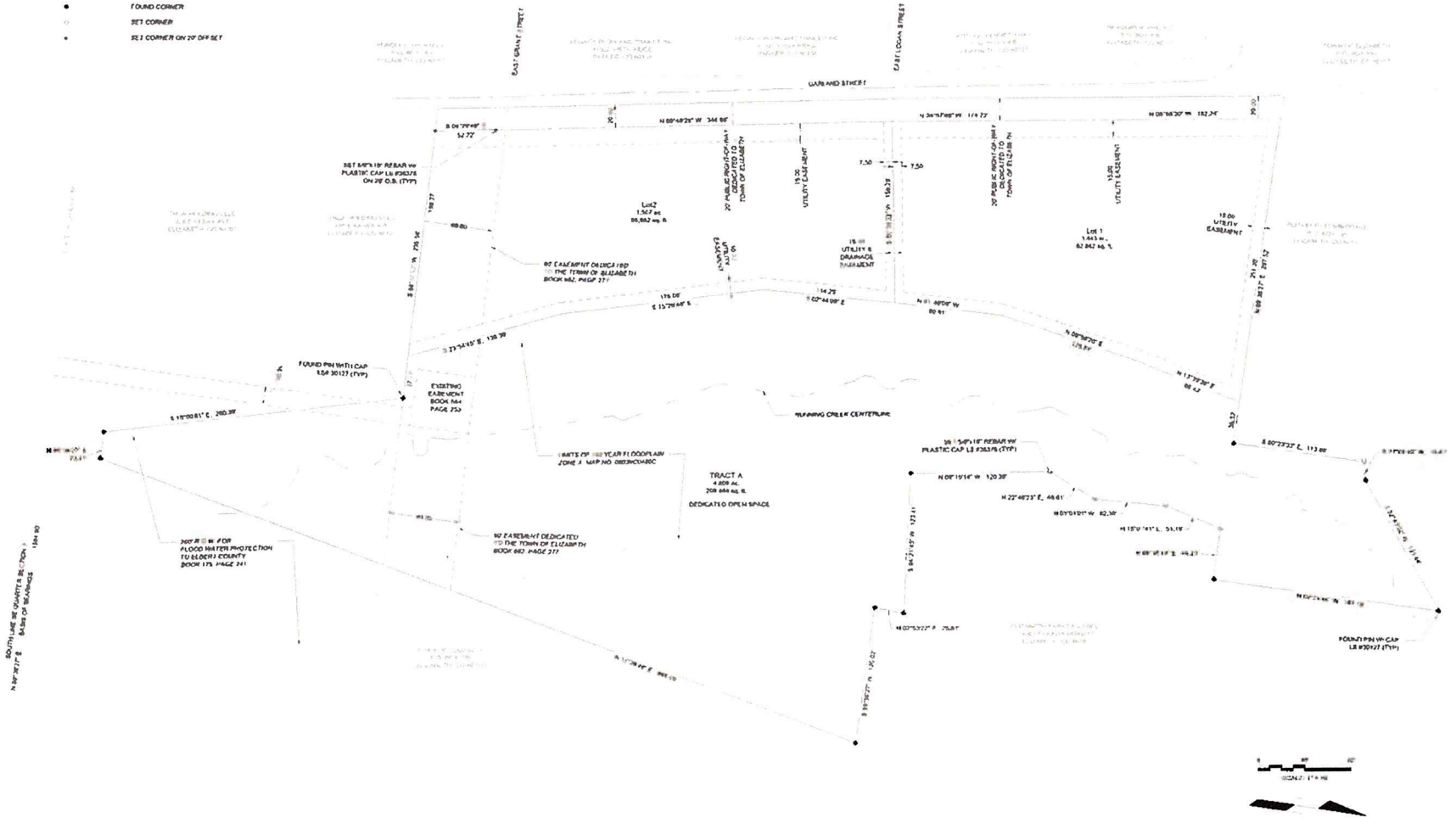
201934 B: 190 P: 423 KLS
 08/06/2019 10:46:13 AM Page: 4 of 32 R 168.00 D
 Dallas Schroeder Recorder, Elbert County, Co

SCARLETT CREEK MINOR SUBDIVISION

A REPLAT OF BROWN MINOR DEVELOPMENT LOT 1

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 3 RANGE 64 WEST OF THE 6TH P.M., TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO

- LEGEND
- EASEMENT
 - BOUNDARY
 - STREET CENTERLINE
 - CREEK CENTERLINE
 - ADJACENT PARCEL (DT, WTS)
 - SECTION CORNER
 - FOUND CORNER
 - SET CORNER
 - REI CORNER ON 20' OFF SET



	6 Riverms Ct. E. Suite. 125 Englewood, CO 80112 303.925.0544 T 303.925.0547 F www.2ncivil.com	CLIENT OVERTA P.O. BOX 110288 ALDEN, CO 80004	ISSUED DATE: 6-16-19 PROJECT NUMBER: 18008 SHEET 2 OF 2
	BE CORNER SE OF SECTION 7		



**SUBDIVISION AGREEMENT
(Scarlett Creek Minor Subdivision)**

THIS AGREEMENT is made this 13 day of April, 2019 by and between the Town of Elizabeth, Colorado, a statutory municipality (the "Town"), and Doreta Swin (the "Developer").

RECITALS

- A. The Developer is the owner of certain real property located in the Town of Elizabeth known as Scarlett Creek Minor Subdivision, which is more particularly described in Exhibit A, attached hereto and incorporated herein (the "Property").
- B. The Board of Trustees and the Planning Commission of the Town of Elizabeth held all necessary public hearings concerning the plat for the Property. A copy of the final plat is attached hereto as Exhibit B and incorporated herein.
- C. The approvals cited above are contingent upon the express condition that all duties created by this Agreement are faithfully performed by the Developer.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the parties hereto agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth the terms, conditions and fees to be paid by the Developer, upon subdivision of the Property. All conditions contained herein are in addition to any and all requirements of the Town of Elizabeth Subdivision Ordinance and Zoning Ordinance, any and all state statutes, and any other sections of the Elizabeth Municipal Code, and are not intended to supersede any requirements contained therein.
2. **Fees.** The following fees shall be paid to the Town by the Developer.
 - a. The Developer hereby agrees to pay the Town the actual cost to the Town for plan review, engineering review, hydrological and surveying review, prior to and during the development process, and for construction observation, inspection and materials testing during the construction process for public improvements, and for construction observation, inspection and materials testing and electronic deliverable review during the warranty period for public improvements, and for legal services (the "actual costs") rendered in connection with the review of the subdivision of the Property, including related administrative fees not to exceed one hundred fifteen percent (115%) of the actual costs. In addition, the Developer shall reimburse the Town for the costs of making corrections or additions to the master copy of the official Town map and for the fee for recording the final plat and accompanying documents with the Elbert County Clerk and Recorder.



b. The Developer shall pay the impact fees, as established by Town ordinances, in effect at the time this Agreement is executed. The Developer shall pay the foregoing impact fees, if applicable and in effect at the time specified by such ordinances.

c. The Developer acknowledges and agrees that the Town, pursuant to this Agreement, shall be granted construction easement(s) that are reasonably sufficient to complete the public improvements.

3. Specific Conditions. The Developer hereby agrees that:

a. The Developer shall construct, at the Developer's sole cost and expense in accordance with Section 10, those Public Improvements more particularly described in Exhibit C, attached hereto and incorporated herein by this reference;

b. Developer shall dedicate to the Town, free and clear of all liens and encumbrances, a 20-foot strip of property for the expansion of Garland Street along and adjacent to the full length of the Property. Said dedication shall occur within thirty (30) days of the Town's approval of the final plat for the Property;

c. Upon development of either of the lots on the Property, Developer shall connect to the Town's water and sewer main lines within Garland Street. Developer shall submit to the Town a site utility plan depicting such improvements prior to any site plan approval for any portion of the Property;

d. Developer shall dedicate Tract A on the final plat to the Town, subject to the following conditions:

i. The Developer will be required to adhere to the recommendations of the *Weed Management Plan for the Scarlett Creek Development – by Tiglas Ecological Services – dated February 2019* (the "Weed Management Plan") for the entire Scarlett Creek Minor Subdivision which includes Lot 1, Lot 2, the Garland Street Right of Way, and Tract A, for a period of time of two (2) years from plat recordation and as identified below;

ii. Noxious weeds as identified in the Weed Management Plan shall be eradicated in accordance with the Weed Management Plan prior to grading, and in any event no later than six (6) months from the recordation of the Final Plat;

iii. Developer shall not strip the site as an acceptable means of such eradication;

iv. Following initial eradication procedures, Tiglas Ecological Services or another qualified environmental specialist as approved by the Town, shall provide a field reconnaissance of the Property to determine if eradication methods were successful or additional work is required, and a report shall be prepared specifying what, if any, additional work shall be required by the Developer;



v. Grading shall be allowed in those areas which have been cleared of the noxious weeds, as confirmed by the environmental specialist; and

vi. A final field reconnaissance of the Property shall be completed two (2) years from the date of recordation of the Final Plat.

e. Developer shall obtain a Stormwater Discharge Permit from the State of Colorado prior to the issuance by the Town of a grading permit for the Property.

4. Title Policy. A title commitment for the Property shall be provided to the Town. The title commitment shall show that all property to be dedicated to the Town is, or shall be, subsequent to the execution and recording of the final plat, free and clear of all liens and encumbrances (other than real estate taxes which are not yet due and payable), which would make the dedications unacceptable as the Town, in its sole discretion, determines. The title policy evidenced by the title commitment shall be provided thirty (30) days after the recording of the final plat.

5. Breach by the Developer: the Town's Remedies. In the event of a breach of any of the terms and conditions of this Agreement by the Developer (a "Default"), the Developer and Board of Trustees shall be notified in writing of the conditions of such Default and the Town may take such action, as permitted and/or authorized by law, this Agreement or the ordinances of the Town, as the Town deems necessary to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect the citizens of the Town from hardship and undue risk resulting from a Default. The remedies include, but are not limited to:

a. The refusal to issue any building permit or certificate of occupancy;

b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;

c. A demand that the security given for the completion of the public improvements be paid or honored; or

d. Any other remedy available at law.

Unless necessary to protect the immediate health, safety, and welfare of the Town, or to protect the interest of the Town with regard to security given for the completion of the public improvements, the Town shall provide the Developer thirty (30) days' written notice of its intent to take any action under this paragraph, unless the Town in writing designates a longer cure period reasonably requested by Developer, during which period the Developer may cure the breach described in the notice and prevent further action by the Town.

6. Public Improvements and Warranty. All drainage structures, paved streets, including sidewalks, curbs, gutters and slope easements, and necessary appurtenances, as shown on the final plat, landscape plans and the associated construction documents (the "Public Improvements"), as approved by the Director of Public Works of the Town, shall be installed and completed at the expense of the Developer and dedicated and/or conveyed to the Town. The Public

Improvements required by this Agreement and shown on the final plat, as well as associated construction documents approved by the Director of Public Works of the Town and the costs of these Public Improvements, are set forth on Exhibit C, attached hereto and incorporated herein. All Public Improvements covered by this Agreement shall be made in accordance with the final plat and associated construction documents drawn according to regulations and construction standards for such improvements and approved by the Director of Public Works of the Town.

The Developer shall warrant any and all Public Improvements, which are conveyed to the Town, pursuant to this Agreement, for a period of two (2) years from the date the Town's Director of Public Works grants probationary acceptance of the Public Improvements, as approved by the Town. The warranty period shall extend to the date final acceptance is granted in writing by the Town's Director of Public Works. The Developer shall be responsible for scheduling the necessary inspections for probationary and final acceptance. Specifically, but not by way of limitation, the Developer shall warrant the following:

- a. That the title conveyed shall be marketable and its transfer rightful;
- b. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- c. Any and all facilities so conveyed shall be in conformity with the Town's specifications in effect as of the date of this Agreement and shall be free of defects in materials or workmanship for a period of two (2) years, as stated above, including, but not limited to, cracks, breakage, settling, or other deterioration of the Public Improvements, no matter the cause, for a period of two (2) years, as stated above.

The Town will accept for maintenance all Public Improvements after the warranty period has expired, provided all warranty work has been completed. The Town shall accept for snow removal purposes only all dedicated public streets after probationary acceptance has been granted in writing by the Town's Director of Public Works. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Town's specifications in effect as of the date of this Agreement, prior to final acceptance.

7. Observation. The Town shall have the right to make reasonable engineering observations at the Developer's expense, as the Town may request. Observation, acquiescence in, or approval by any engineering inspector of the construction of physical facilities at any particular time shall not constitute the approval by the Town of any portion of the construction of such Public Improvements. Such approval shall be made by the Town only after completion of construction and in the manner hereinafter set forth.

8. Completion of Public Improvements. The obligations of the Developer provided for in paragraph 6 of this Agreement, including the inspections hereof, shall be performed on or before April 23, 2020. Upon completion of construction by the Developer of such Public Improvements, the Town's Director of Public Works or his designee shall inspect the Public Improvements and certify, with specificity, their conformity or lack thereof to the Town's specifications in effect as of the date of this Agreement. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Town's specifications in

effect as of the date of this Agreement. Once approved by the Town's Director of Public Works, the Town shall accept said Public Improvements upon conveyance, pursuant to paragraph 10; provided, however, the Town shall not be obligated to accept the Public Improvements until the actual costs described in paragraphs 2.a. and b. of this Agreement are paid in full by the Developer.

9. Related Costs – Public Improvements. The Developer shall provide all reasonably necessary engineering designs, surveys, field surveys and incidental services related to the construction of the Public Improvements, at its sole cost and expense, including reproducible "as built" drawings certified accurate by a professional engineer registered in the State of Colorado.

10. Improvements to be the Property of the Town. All Public Improvements for roads, concrete curbs and gutters, storm sewers, and drainage improvements accepted by the Town shall be dedicated to the Town and warranted for a period of two (2) years following probationary acceptance by the Town, as provided above. Upon completion of construction and conformity with the final plat and associated construction plans, and any properly approved changes, the Developer shall convey to the Town, by bill of sale, all installed physical facilities.

11. Performance Guarantee. In order to secure the construction and installation of the Public Improvements, the Developer shall, no later than ninety (90) days after the execution of this Agreement, furnish to the Town, at the Developer's or the Developer's assignee's expense, with the performance guarantees described herein. The Town shall record the final plat in the real estate records of Elbert County, which recording shall occur upon written notice from the Developer of the scheduled closing with the entity that is posting the security. The performance guarantees shall be in the form of cash or an irrevocable letter of credit in which the Town is designated as beneficiary, in an amount equal to one hundred ten percent (110%) of the estimated costs of the Public Improvements to be constructed and installed, as set forth in Exhibit C, to secure the performance and completion of the Public Improvements (the "Performance Guarantees"). The Developer agrees that approval of the final plat by the Town is contingent upon the Developer's provision of Performance Guarantees to the Town within ninety (90) days of the execution of this Agreement, in the amount and form provided herein, and the failure of the Developer to provide a Performance Guarantees to the Town, in the manner provided herein, shall negate the Town's approval of the final plat. Letters of credit shall be substantially in the form and content set forth in **Exhibit D-1**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The cash shall be paid to the Town according to the terms and conditions of the "Financial Guarantee," which shall be substantially in the form and content set forth in **Exhibit D-2**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The Developer shall not start the construction of any public or private improvement on the Property, including, but not limited to, staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the Town has received and approved the Performance Guarantees. The Developer shall provide two (2) Performance Guarantees for the Public Improvements, with the landscaping improvements set forth on Exhibit C being subject to a separate performance guarantee from the remainder of the Public Improvements,

The estimated costs of the Public Improvements shall be a figure mutually agreed upon by the Developer and the Town's Director of Public Works, as set forth in Exhibit C. If, however, they are unable to agree, the Town's Director of Public Works' estimate shall govern after giving

consideration to information provided by the Developer, including, but not limited to, construction contracts and engineering estimates. The purpose of the cost estimate is solely to determine the amount of security. No representations are made as to the accuracy of these estimates and the Developer agrees to pay the actual costs of all such Public Improvements.

The estimated costs of the Public Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimates on an annual basis. Adjusted cost estimates will be made according to changes in the Construction Costs Index, as published by the Engineering News Record. If the Town adjusts the cost estimate for the Public Improvements, the Town shall give written notice to the Developer. The Developer shall, within thirty (30) days after receipt of said written notice, provide the Town with new or amended Performance Guarantees in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with new or amended Performance Guarantees, the Town may exercise the remedies provided for in paragraph 5 of this Agreement; provided, however, that prior to increasing the amount of additional security required, the Town shall give credit to the Developer for all required Public Improvements which have actually been completed so that the amount of security required at any time shall relate to the cost of required Public Improvements not yet constructed.

In the event the Public Improvements are not constructed or completed within the period of time specified by paragraph 8 of this Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the Performance Guarantees to complete the Public Improvements called for in this Agreement. In the event the letter of credit is to expire within fourteen (14) calendar days and the Developer has not yet provided a satisfactory replacement, the Town may draw on the letter of credit, and either hold such funds as security for performance of this Agreement, or spend such funds to finish the Public Improvements or correct problems with the Public Improvements, as the Town deems appropriate.

Upon completion of performance of the Public Improvements within the required time and probationary acceptance granted by the Town's Public Works Director, the Developer shall issue an irrevocable letter of credit to the Town in the amount of twenty percent (20%) of the total cost of construction and installation of the Public Improvements, which shall replace the letter of credit then held by the Town, to be held by the Town during the two-year warranty period or in the alternative, if the Performance Guarantees held by the Town are cash, the Town will reduce the cash amount to twenty percent (20%) of the total cost of construction and installation of the Public Improvements, to be held by the Town during the two-year warranty period. Upon the Town's final acceptance of the Public Improvements, the Performance Guarantee shall be returned to the entity that posted such security. If the Public Improvements are not completed within the required time, the monies may be used to complete the improvements.

12. Nuisance Conditions. The Developer agrees to prevent the existence of any nuisances by way of its construction activities, as the same are defined by the Elizabeth Municipal Code. In the event the authorized inspector/designated Town authority determines that a nuisance exists, the Developer shall be subject to the provisions set forth in the Elizabeth Municipal Code regarding the abatement of nuisances and the cost assessed for the abatement thereof.

In addition to the provisions above, if the nuisance is not abated or an abatement plan is not submitted to the satisfaction of the Town, the Town may, upon thirty (30) days' notice under this Agreement, exercise the right to draw upon the performance guarantees specified in paragraph 11 of this Agreement. The Town may draw on the performance guarantees in order to pay the cost of abating the nuisance, including any expenses and penalties incurred under the Elizabeth Municipal Code. The Town may exercise this right in addition to, or in lieu of, the withholding of permits and/or the withholding of certificates of occupancy. The right to draw on the performance guarantee shall be subject to the sole discretion of the Town, provided the Developer has received thirty (30) days' notice, as provided herein.

The Town Planning Department and Public Works Department shall be authorized to cease processing any land use or permit applications submitted by the same developer for the property that is contained within the same Planned Unit Development, until the nuisance is abated. This shall include, but not be limited to, acceptance of applications, sending referrals, scheduling meetings or hearings, or conducting reviews of projects.

13. Indemnification. The Developer shall indemnify and hold harmless the Town, its officers, employees, agents or servants from any and all suits, actions and claims of every nature and description caused by, arising from, or on account of, any act or omission of the Developer, or of any other person or entity for whose act or omission the Developer is liable, with respect to construction of the Public Improvements; and the Developer shall pay any and all judgments rendered against the Town as the result of any suit, action or claim, together with all reasonable expenses and attorney fees incurred by the Town in defending any such suit, action or claim.

Prior to the conveyance to the Town, the Developer shall pay all property taxes on the Property dedicated to the Town, and shall indemnify and hold harmless the Town for any property tax liability prior to such conveyance.

The Developer shall require that all contractors and other employees engaged in construction of Public Improvements shall maintain adequate workers' compensation insurance and public liability coverage and shall faithfully comply with the provisions of the Federal Occupational Safety and Health Act.

14. Waiver of Defects. In executing this Agreement, the Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on the Developer, as set forth herein, and concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement.

15. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.

16. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents, or their designees, except in accordance with the Elizabeth Municipal Code and the laws of the State of Colorado.

17. **Captions.** The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

18. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, as the case may be.

19. **Invalid Provision.** If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto, that if any provision of this Agreement is capable of two (2) constructions, one of which would render the provision void, and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

20. **Governing Law.** The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Elbert County, Colorado.

21. **Attorney Fees.** Should this Agreement become the subject of litigation to resolve a claim of default of performance by the Developer and a court of competent jurisdiction determines that the Developer was in default in the performance of the Agreement, the Developer shall pay the attorney fees, expenses and court costs of the Town.

22. **Notice.** All notice required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address, as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

Notice to the Town: Town of Elizabeth
 Attn: Town Administrator
 151 S. Banner Street
 Elizabeth, Colorado 80107

With copy to: Corey Y. Hoffmann, Esq.
 Hoffmann, Parker, Wilson & Carberry, P.C.
 511 16th Street, Suite 610
 Denver, Colorado 80202

Notice to Developer:

With Copies to:

23. Force Majeure. Whenever the Developer is required to complete the construction, repair or replacement of the Public Improvements by an agreed deadline, the Developer shall be entitled to an extension of time equal to a delay in completing the foregoing, due to unforeseeable causes beyond the control and without the fault or negligence of the Developer, including, but not limited to, acts of God, weather, fires and strikes.

24. Approvals. Whenever approval or acceptance of the Town is necessary, pursuant to any provision of this Agreement, the Town shall act reasonably and in a timely manner in responding to such request for approval or acceptance.

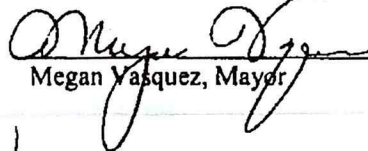
25. Assignment or Assignments. Developer shall have the right to assign its obligations under this Agreement to any homebuilder, developer or other successor owner who purchases the Property from Developer. In the event of such assignment, the Developer shall provide evidence of assignment to the Town. The Developer agrees to provide the Town with at least fourteen (14) days' advance written notice of the transfer or assignment of any of the rights and obligations of the Developer under this Agreement.

26. Recording of Agreement. This Agreement shall be recorded in the real estate records of Elbert County and shall be a covenant running with the Property, in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.


27. Title and Authority. The Developer expressly warrants and represents to the Town that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individuals, that the undersigned individuals have full power and authority to enter into this Subdivision Agreement. The Developer and the undersigned individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.

WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF ELIZABETH, COLORADO


Megan Vasquez, Mayor

ATTEST:


Michelle M. Oeser, Town Clerk

APPROVED AS TO FORM:


Corey Y. Hoffmann, Town Attorney



WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF ELIZABETH, COLORADO

By: _____
Megan Vasquez, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Town Attorney

DEVELOPER: [COMPANY NAME] *Omerta 3WHD*
By: *[Signature]* El. jah Ochoa, *President*
[Name, title]

STATE OF COLORADO)
)ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 22 day of April, 2019 by El. Ochoa, as President of Omerta Creek.

My commission expires: 1-23-23

SEAL

[Signature]
Notary Public

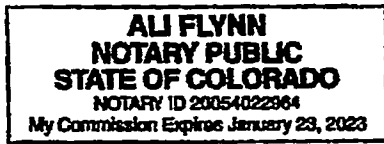
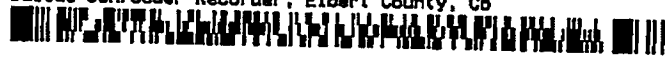




EXHIBIT A



Property Description

A PARCEL OF LAND BEING LOT 1, BROWN MINOR DEVELOPMENT, RECEPTION NO. 452259, BOOK 12
PAGE 96.

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 8, RANGE 64 WEST OF THE 6TH PRINCIPLE
MERIDIAN, TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO.

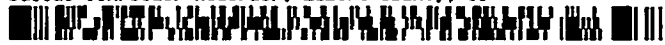


EXHIBIT B

SCARLETT CREEK MINOR SUBDIVISION

A REPLAT OF BROWN MINOR DEVELOPMENT LOT 1

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 64 WEST OF THE 8TH P.M., TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO
2 LOTS, 1 TRACT ON 8.09 TOTAL ACRES

PROPERTY DESCRIPTION:

A PARCEL OF LAND BEING LOT 1, BROWN MINOR DEVELOPMENT, RECEPTION NO. 1472, 8.09 ACRES IN
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 64 WEST OF THE 8TH PRINCIPLE MERIDIAN, TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO

OWNERSHIP AND DEDICATION STATEMENT:

THE UNDERSIGNED BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN HAVE LAID OUT, SURVEYED AND PLATTED SAID LAND INTO LOTS, TRACTS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND STYLE OF SCARLETT CREEK MINOR SUBDIVISION. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF ACCESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. ALL STREETS AND RIGHTS OF WAY, SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF ELIZABETH, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES.

SIGNATURE

OWNER/MORTGAGEE
BY _____
TITLE _____

ATTEST
SECRETARY _____
SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____ 20____ BY _____

WITNESS MY HAND AN OFFICIAL SEAL

NOTARY PUBLIC _____

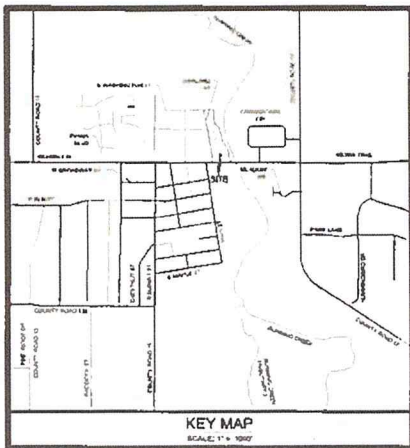
MY COMMISSION EXPIRES: _____

TITLE VERIFICATION

I, _____ ALLIANT NATIONAL TITLE INSURANCE COMPANY DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATORS, FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

(NOTARIZED SIGNATURE)

DATE _____ COMPANY NAME _____



GENERAL NOTES:

1. BASIS OF BEARING: CONSIDERING THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 7 TO HAVE AN ASSUMED BEARING OF N 89° 57' 50" W AND MONUMENTED AS SHOWN HEREON.
2. THIS PROPERTY IS SUBJECT TO RECREATIONAL, RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD OR IN PLACE.
3. THIS SURVEY IS BASED ON EXISTING MONUMENTS FOUND IN PLACE AS SHOWN ON DOCUMENTS OF RECORD AND THE TITLE COMMITMENT PROVIDED BY THE CLIENT.
4. DATE OF SURVEY WAS JUNE 2014
5. THE LOTS OF MEASUREMENT FOR THIS PLAT ARE US SURVEY FOOT WHICH IS EQUIVALENT TO ONE METER X 3.28 FEET
6. THE LOTS SHOWN ON THIS PLAT GENERALLY FOLLOW NATURAL TERRAIN AND CONTAIN NATURAL DRAINAGE PATHS AND FLOW PATHS THAT CONVEY UPTHEM-SLOPE STORM WATER RUNOFF ACROSS LOT BOUNDARIES. THEREFORE, THE OWNER OF THE UPPER LANDS HAS AN EASEMENT OVER LOWER LANDS FOR GRABAGE OF SURFACE WATERS AND NATURAL DRAINAGE THROUGH THE DOWNSTREAM LOT. EXISTING DRAINAGE PATHS MAY BE ALTERED BUT SHALL PROVIDE FOR THE QUANTITY OF WATER TO PASS FROM THE UPTHEM DRAINAGE AND NOT NEGATIVELY AFFECT DOWNSTREAM PROPERTIES. THE DEVELOPMENT OF A DOWNSTREAM SITE PLANS SHALL INCLUDE PERMANENT EASEMENTS FOR THE CONVEYANCE OF DRAINAGE.
7. NO LOT WITHIN THIS SUBDIVISION SHALL BE BUILT UPON OR ANY IMPROVEMENTS, UNLESS LOCATED WITHIN A LOT. UNITS, A SITE PLAN IS REVIEWED AND APPROVED BY THE TOWN OF ELIZABETH.
8. TRACT IS HEREBY DEDICATED TO THE TOWN OF ELIZABETH.
9. CURRENT ZONING IS COMMERCIAL MEDICAL PLANS.

LAND USE CATEGORY	AREA ACRES +/-	PRIORITY USES	SECONDARY USES	OWNER	MAINTENANCE RESPONSIBILITY
LAND DEDICATION COMMERCIAL (1) 1	1.00	COMMERCIAL DEVELOPMENT	LANDSCAPING, DRAINAGE, UTILITIES	PRIVATE	TOWN OF ELIZABETH
COMMERCIAL (1) 2 TRACT A	1.00	COMMERCIAL DEVELOPMENT	LANDSCAPING, DRAINAGE, UTILITIES	PRIVATE	TOWN OF ELIZABETH
TOTAL	2.00	DEDICATED OPEN SPACE	EASEMENTS AS SHOWN	TOWN OF ELIZABETH	TOWN OF ELIZABETH

BOARD OF TRUSTEES:

THIS PLAT WAS APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO, ON THE _____ DAY OF _____ 20____ FOR FILING. THE DEDICATIONS ARE HEREBY ACCEPTED.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES PROVIDED, LANDSCAPING, UTILITY, SIDEWALKS, ROAD LIGHTS, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVISION AND NOT THE TOWN OF ELIZABETH. THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE HIGHWAY IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED AND AFTER THE TEMPORARY PERIOD, IN ACCORDANCE WITH TOWN REGULATIONS.

THIS ACCEPTANCE DOES NOT GUARANTEE THAT THE SUBDIVISION SUBSURFACE GEOMETRY COMPLEMENTS CONDITIONS OF EXISTING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED.

ATTEST:
TOWN CLERK _____
SIGNATURE _____
MAYOR TOWN OF ELIZABETH

CLERK AND RECORDERS CERTIFICATE:

STATE OF COLORADO
COUNTY OF ELBERT
I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS DAY OF _____ 20____ AT _____ A.M./P.M. AND WAS RECORDED AT RECEPTION NUMBER _____ BOOK _____ PAGE _____
SIGNATURE _____
COUNTY CLERK AND RECORDER

SURVEYOR'S CERTIFICATION:

I, _____ A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRACT AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON JUNE 15, 2014 BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL INSTRUMENTS USED AS SHOWN HEREON THAT MATHEMATICAL CALCULATIONS ARE LESS THAN 1/10000 (ONE ONE HUNDRED THOUSAND) PARTS PER CENT. I HAVE BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO REGARDING INSTRUMENTS, SUBDIVISIONS OR SURVEYS OF LAND AND ALL PROVISIONS WITHIN MY CONTROL OF THE TOWN SUBDIVISION REGULATIONS.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____ 20____

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
PRINTED NAME _____
(SCALE)

CLERK AND RECORDERS CERTIFICATION:

STATE OF COLORADO
COUNTY OF ELBERT
I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS DAY OF _____ 20____ AT _____ A.M./P.M. AND WAS RECORDED AT RECEPTION NUMBER _____ BOOK _____ PAGE _____
SIGNATURE _____
COUNTY CLERK AND RECORDER

2N CIVIL
6 Inverness Ct. E. Suite 115
Englewood, CO 80112
303.925.0544
303.925.0547
www.2ncivil.com

CLIENT
OMERTA

ISSUED DATE: 4-16-18
PROJECT NUMBER: 18008
SHEET 1 OF 2

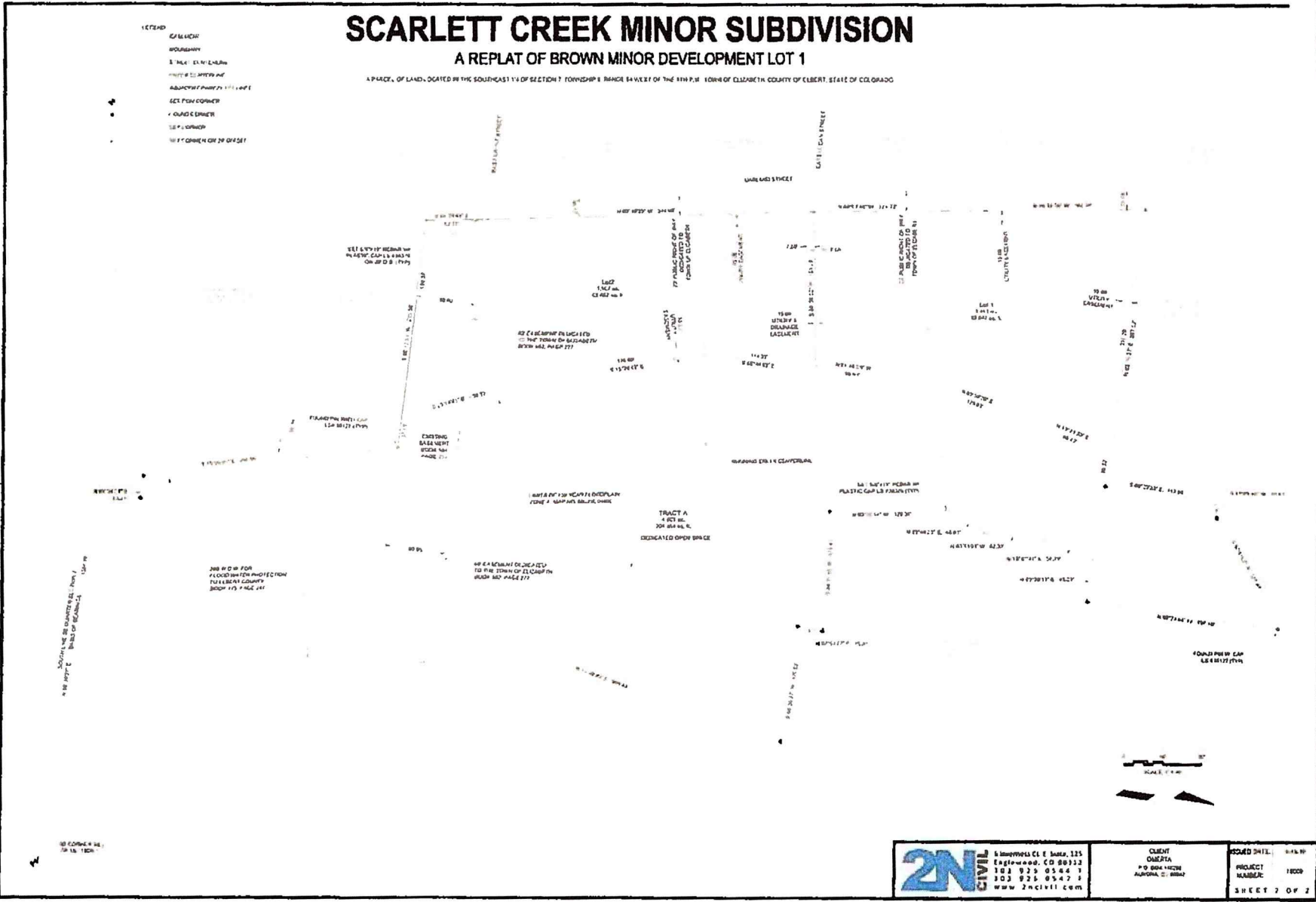
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08/06/2019 10:46:13 AM Page: 19 of 32 R 188.00 D
Dallas Schroeder Recorder, Elbert County, Co

SCARLETT CREEK MINOR SUBDIVISION

A REPLAT OF BROWN MINOR DEVELOPMENT LOT 1

A PARCEL OF LAND, LOCATED IN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 6 RANGE 84 WEST OF THE 10TH P.M. TOWN OF ELBERT COUNTY OF ELBERT, STATE OF COLORADO

- LEGEND
- BOUNDARY
 - 1/4" = 100' DIMENSION
 - PROPERTY PLANNED BY THIS PLAT
 - SET POINT CORNER
 - QUAD CORNER
 - SET CORNER
 - SET CORNER OF 20' OFFSET



	5000 W. 1st St., Suite 115 Englewood, CO 80112 303.925.0544 www.2ncivil.com	CLIENT: OMERIA P.O. BOX 14228 ALBUQUERQUE, NM 87114	ISSUED DATE: PROJECT NUMBER: SHEET 2 OF 2
	SCALE: 1" = 100'		

Handwritten signature or initials



EXHIBIT C

Town of Elizabeth GESC Permit

Cost Opinion Spreadsheet

Jan-19

BMP No.	BMP	ID	Unit	Installation Unit Cost	Quantity	Cost
1	Check Dam	CD	LF	\$ 24.00		\$ -
2	Compost Blanket	CB	SF	\$0.36		\$ -
3	Compost Filter Berm	CFB	LF	\$ 2.00		\$ -
4	Concrete Washout Area	CWA	EA	\$ 100.00	1	\$ 100.00
5	Construction Fence	CF	LF	\$ 2.00		\$ -
6	Construction Markers	CM	LF	\$ 0.20		\$ -
7	Dewatering	DW	EA	\$ 600.00		\$ -
8	Diversion Ditch	DD	LF	\$ 1.60		\$ -
9	Erosion Control Blanket	ECB	SY	\$ 5.00	6738	\$ 33,690.00
10	Inlet Protection	IP	LF	\$ 20.00	22	\$ 440.00
11	Reinforced Check Dam	RCD	LF	\$ 36.00		\$ -
12	Reinforced Rock Berm	RRB	LF	\$ 9.00		\$ -
13	RRB for Culvert Protection	RRC	LF	\$ 9.00		\$ -
14	Sediment Basin	SB	AC	\$ 1,100.00		\$ -
15	Sediment Control Log	SCL	LF	\$ 2.00	727	\$ 1,454.00
16	Sediment Trap	ST	EA	\$ 600.00		\$ -
17	Seeding and Mulching	SM	AC	\$ 2,500.00	2.8	\$ 7,000.00
18	Silt Fence	SF	LF	\$ 2.00	1155	\$ 2,310.00
19	Stabilized Staging Area	SSA	SY	\$ 2.00		\$ -
20	Surface Roughening	SR	AC	\$ 600.00		\$ -
21	Temporary Slope Drain	TSD	LF	\$ 30.00		\$ -
22	Temporary Stream Crossing	TSC	EA	\$ 1,000.00		\$ -



23	Terracing	TER		\$ -		\$ -
24	Vehicle Tracking Control	VTC	EA	\$ 1,000.00	1	\$ 1,000.00
25	VTC with Wheel Wash	WW		\$ -		\$ -
26	Temporary Batch Plant Restoration		AC	\$ 5,000.00		\$ -
27	Maintenance*		Month	\$ 2,500.00	1	\$ 2,500.00

TOTAL \$ 48,494.00

* - minimum one month required and Total number of Months shall correspond with project acceptance and closeout as defined and estimated within the Early Grading Agreement with the Town.

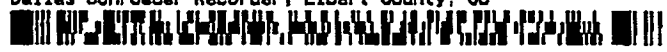


EXHIBIT D-1



FORM- IRREVOCABLE LETTER OF CREDIT

Issuing Bank's Letterhead

Irrevocable Letter of Credit

Issuing Bank: [Type in bank name.]
Letter of Credit No.: [Type letter of credit
number.]
Amount: [Type in aggregate amount.]

Issuance Date: [Type loc issuance date.]
Expiry Date: [Type loc expiration date.]
Name of Developer: [Type in name of
developer.]

Town of Elizabeth
[Address]

Attention: Mayor and Town Attorney

Ladies and Gentlemen:

We hereby establish this Irrevocable Letter of Credit in your favor for an amount up to the aggregate sum of \$_____ U.S. Dollars.

Funds under this credit are available to you by your draft or drafts drawn at sight on us containing the number of this Letter of Credit, as set forth above, in the Form of Sight Draft attached hereto as Exhibit I and incorporated by this reference. Partial drawings are permitted. The amount of the funds available under this Letter of Credit may not be reduced, except by payment of drafts drawn hereunder, or pursuant to written authorization given to us by the Town. The sole condition for payment of any draft under this Letter of Credit is that the draft be accompanied by a letter, on the Town's letterhead, signed by the Mayor or designee, stating that one or more of the following conditions exist:

a. The Town has determined that the Developer is in default of its obligations under that certain [type in "agreement" or "permit"], to secure the performance of the [type in the name and date of the agreement, such as "Subdivision Improvements Agreement between the Town and Developer" and the name of the project, or "Development Agreement between the Town and Developer" and the name of the project] or [for permit, type in the name of the project];

or

b. That the expiry date of this Irrevocable Letter of Credit is less than fourteen (14) days from the date of the Mayor or designee's letter and the Developer has not provided the Town with a replacement letter of credit in an amount and form acceptable to the Town to secure the performance of the [type in name of the agreement] or [for permit, type in the name of the project] described herein.

EXHIBIT 1

FORM OF SIGHT DRAFT

Date: _____

At sight, pay to the order of Town of Elizabeth _____
Dollars
(\$ _____), for value received and charge to the account of *[name of Developer]*.

Drawn under Letter of Credit No _____
[type letter of credit issuance date].

To: *[name of Issuing Bank]* _____, Town of Elizabeth, beneficiary,
[Address of Issuing Bank] _____

By: *[type Mayor or designee]*

EXHIBIT D-2

FINANCIAL GUARANTEE AGREEMENT

THIS FINANCIAL GUARANTEE AGREEMENT (the "Agreement") is entered into this _____ day of _____, 20____, by and between the Town of Elizabeth, Colorado, a statutory _____ municipality (the "Town"), and _____ (the "Developer").

RECITALS

WHEREAS, the Town and the Developer have entered into a certain Subdivision Agreement (the "Subdivision Agreement") dated _____, 20____, concerning that certain real property known as _____, which is more particularly described in Exhibit A, which is attached to the Subdivision Agreement (the "Property"); and

WHEREAS, pursuant to the Subdivision Agreement, the Developer has agreed to install and complete at its expense certain Public Improvements (as that term is defined in the Subdivision Agreement) on the Property and to provide the Town with a financial guarantee, in an amount equal to one-hundred ten percent (110%) of the costs of the Public Improvements naming the Town as the designated beneficiary, to secure the performance and completion of the Public Improvements.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged and confessed, the parties hereto covenant and agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide for a financial guarantee to the Town for the performance and completion of the Public Improvements described in the Subdivision Agreement and, accordingly, to supplement the terms and conditions of the Subdivision Agreement. Defined terms within the Subdivision Agreement shall have the same meaning when used herein.

2. **Financial Guarantee.** In order to secure the performance and completion of the Public Improvements, the Developer agrees to deposit with the Town the sum of _____ Dollars (\$ _____), which represents one hundred ten percent (110%) of the estimated cost of the Public Improvements (the "Financial Guarantee Funds"). All Financial Guarantee Funds shall be deposited in the Town's General Fund. The Town shall not be required to pay the Developer any interest on the Financial Guarantee Funds.

The estimated costs of the Public Improvements shall be a figure mutually agreed upon by the Developer and the Town's Director of Public Works. If, however, they are unable to agree, the Director of Public Works' estimate shall govern after giving consideration to information provided by the Developer, including, but not limited to, construction contracts and engineering estimates. The purpose of the cost estimate is solely to determine the amount of the Financial Guarantee. No representations are made as to the accuracy of these estimates, and the Developer agrees to pay the actual costs of all such Public Improvements.

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Dallas Schroeder Recorder, Elbert County, Co



The estimated costs of the Public Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimate prior to the issuance of any grading permit for the Property and on an annual basis thereafter. Adjusted cost estimates will be made according to changes in the Construction Costs Index as published by the *Engineering News Record* or based upon actual construction bids, as determined by the Town in the exercise of its sole discretion. If the Town adjusts the cost estimate for the Public Improvements, the Town shall give written notice to the Developer. The Developer shall, within thirty (30) days after receipt of said written notice, provide the Town with new funds in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with additional Financial Guarantee Funds, the Town may exercise the remedies provided for in paragraph 5 of the Subdivision Agreement; provided, however, that prior to increasing the amount of additional Financial Guarantee Funds required, the Town shall give credit to the Developer for all required Public Improvements which have actually been completed so that the amount of Financial Guarantee Funds required at any time shall relate to the cost of required Public Improvements not yet constructed.

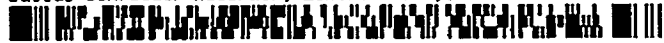
3. Release of Financial Guarantee Funds.

a. The Developer intends to enter into several different contracts with different contractors to install the Public Improvements. It is the intent of the parties hereto that Financial Guarantee Funds will be released as work is completed on each individual contract. In the event the Public Improvements are not constructed or completed within the period of time specified by paragraph 8 of the Subdivision Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the Financial Guarantee Funds to complete the Public Improvements called for in this Agreement.

b. The Financial Guarantee Funds are to be used solely and exclusively for the completion of the Public Improvements or as provided in paragraph 12 of the Subdivision Agreement. The Town will disburse up to ninety percent (90%) of the estimated cost of the Public Improvements as progress payments according to the schedule of values attached as **Exhibit 1** and incorporated by this reference (the "Schedule of Values"), upon the Developer's satisfaction of the following draw requirements:

1. The Developer delivers an application to the Town (which includes a certification signed by the Developer of the percentage of the total Public Improvements completed according to the Schedule of Values), which application will be made no more than once per month and shall be tied to progress toward the completion of the Public Improvements, as identified in the application (the "Application").

2. Upon receipt of the Application, the Town shall have thirty (30) calendar days within which to provide written acknowledgement from the Public Works Director or designee of the Town that the Application may be paid, partially paid, or denied. The Town's affirmation and payment will not constitute approval by the Town of the completion and/or acceptance of Public Improvements, or any portion thereof. Such acknowledgement shall not be unreasonably denied or withheld by the Town and shall be given if the Public Improvements described in the Application are completed in accordance with the construction plans approved by the Town.



3. The Town shall have no obligation to provide probationary acceptance of the Public Improvements until all of the Public Improvements are completed and all deficiencies, of any type, including, but not limited to, maintenance, materials or workmanship, that are identified by the Public Works Director at the final inspection are corrected (regardless of the cause of the deficiency).

4. Upon the Town's probationary acceptance of the Public Improvements, the Developer has the option of substituting a letter of credit for twenty percent (20%) of the cost of the Public Improvements that the Town is holding for the two-year warranty period, as described in the Subdivision Agreement, in a form and from a financial institution acceptable to the Town.

c. That portion of the Financial Guarantee Funds which represents twenty percent (20%) of the estimated costs of the Public Improvements shall be retained by the Town during the two-year warranty period described in the Subdivision Agreement. At the end of the warranty period and upon final acceptance by the Town, the remaining Financial Guarantee Funds shall be released to the Developer. The Town may draw on the Financial Guarantee Funds during the warranty period to correct any problems with the Public Improvements which have not been corrected by the Developer, as provided by the Subdivision Agreement.

4. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.

5. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees, except in accordance with the Elizabeth Municipal Code and the laws of the State of Colorado.

6. Captions. The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns as the case may be.

8. Invalid Provision. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two (2) constructions, one of which would render the provision void, and the other which would render the provision valid, then the provisions shall have the meaning which renders it valid.

9. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Elbert County, Colorado.

10. Notice. All notices required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to



the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

Notice to the Town: Town of Elizabeth
Attn: Town Administrator
PO Box 159
Elizabeth, Colorado 80107

With a copy to: Corey Y. Hoffmann, Esq.
Hoffmann, Parker, Wilson & Carberry, P.C.
511 16th Street, Suite 610
Denver, Colorado 80202

Notice to Developer: _____

With a copy to: _____

11. Assignment or Assignments. There shall be no transfer or assignment of any of the rights or obligations of the Developer under this Agreement without the prior written approval of the Town. The Developer agrees to provide the Town with at least fourteen (14) days' advance written notice of the transfer or assignment of any of the rights and obligations of the Developer under this Agreement.

12. Title and Authority. The Developer expressly warrants and represents to the Town that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individual(s) that the undersigned individuals(s) has or have full power and authority to enter into this Financial Guarantee Agreement. The Developer and the undersigned individual(s) understand that the Town is relying on such representations and warranties in entering into this Agreement.

13. Conflict with Subdivision Agreements. In the event there is a conflict between the language contained within the Financial Guarantee Agreement and the language contained within the Subdivision Agreement, the language contained in the Subdivision Agreement shall control.



WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF ELIZABETH, COLORADO

By: _____
Megan Vasquez, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Town Attorney

DEVELOPER: [COMPANY NAME]

By: _____
[Name, title]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____, as _____ of _____.

My commission expires: _____.

SEAL

Notary Public

RESOLUTION 25R05

**A RESOLUTION APPROVING THE FIRST AMENDMENT TO
SUBDIVISION AGREEMENT FOR THE SCARLETT CREEK MINOR
SUBDIVISION**

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

Section 1. The First Amendment to Subdivision Agreement for the Scarlett Creek
Minor Subdivision between the Town of Elizabeth and Aprilia Properties, Inc./Scarlett Creek
Minor, attached hereto as **Exhibit A**, is hereby approved, and the Mayor is authorized to execute
the same on behalf of the Town.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2025, by the
Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of
_____ for and _____ against.

Angela Ternus, Mayor

ATTEST

Michelle M. Oeser, Town Clerk

FIRST AMENDMENT TO SUBDIVISION AGREEMENT

THIS FIRST AMENDMENT TO SUBDIVISION AGREEMENT (the "First Amendment") is made this 23 day of December, 2024, by and between the Town of Elizabeth, Colorado, a municipal corporation (the "Town"), and Aprilia Properties, Inc./Scarlett Creek Minor (the "Developer").

RECITALS:

A. The Developer is the new owner of certain real property located in the Town of Elizabeth known as the Scarlett Creek Minor Subdivision, which is more particularly described in **Exhibit A**, attached hereto and incorporated herein (the "Property").

B. The Town and the Developer's predecessor in interest entered into that Subdivision Agreement dated April 23, 2019 (the "Original Agreement")

C. The parties desire to assign and amend the Original Agreement as set forth below.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the parties hereto agree as follows:

1. Section 3, subsection d. of the Original Agreement is hereby deleted, and is hereby determined to have been completed, and fully accepted by the Town. Developer is released from the warranty of these improvements. Section 3, subsection e. of the original agreement is hereby deleted.

2. The Town and Developer hereby agree and acknowledge that the Public Improvements secured by the Original Agreement have been completed, and therefore to the extent the Town has retained security as a Performance Guarantee under the Original Agreement, such Performance Guarantee may be returned to the Developer.

3. The Town acknowledges notice of the assignment of the Original Agreement, as amended by this First Amendment, pursuant to Section 25 of the Original Agreement.

4. Except as specifically amended by this First Amendment, the Original Agreement remains in full force and effect and is hereby ratified by the Town and the Developer.

WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF ELIZABETH, COLORADO

By: _____
Angela Ternus, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Town Attorney

DEVELOPER

By: _____
[Signature]

STATE OF COLORADO)
)ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 23rd day of December,
2024, by Elijah Ochoa, as Presiden/Owner of Aprilia Properties, Inc/Scarlett Creek Minor-Developer

My commission expires: 9/27/25

(SEAL)

[Signature]

Notary Public



36/034 B: 130 P: 423 RES
 08/08/2019 10:46:13 AM Page: 3 of 32 R 168.00 D
 Dallas Schroeder Recorder, Elbert County, Co

SCARLETT CREEK MINOR SUBDIVISION

A REPLAT OF BROWN MINOR DEVELOPMENT LOT 1

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 6 RANGE 64 WEST OF THE 8TH P.M., TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO
 2 LOTS, 1 TRACT ON 8.09 TOTAL ACRES

PROPERTY DESCRIPTION
 A TRACT OF LAND BEING LOT 1, BROWN'S MINOR DEVELOPMENT, RECEPTION NO. 1428, BOOK 12 PAGE 16.

CREATED BY: [Name] FOR ALL USES TO BE KNOWN AS [Name] BEING A PART OF THE 8TH PRINCIPLE MERIDIAN TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO

OWNERSHIP AND DEDICATION STATEMENT

THE UNDERSIGNED BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN HAVE LAID OUT, SURVEYED AND PLATTED SAID LANDS INTO [Number] TRACTS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND STYLE OF SCARLETT CREEK MINOR SUBDIVISION. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITY AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTIRE RESPONSIBILITY FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED TO THE RESPECTIVE RIGHT OF WAY AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. ALL STREETS AND RIGHTS OF WAY SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF ELIZABETH, COLORADO, IN FEE SIMPLE ABSOLUTE FOR PUBLIC USES AND PURPOSES.

SIGNATURE _____
 OWNER/ENDORSEE/AGREEE _____
 BY: _____
 TITLE: _____
 ATTEST SECRETARY SIGNATURE _____
 SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF ____
 IN WITNESS WHEREOF I HAVE AFFIXED MY SEAL

MY COMMISSION EXPIRES: _____
 MY NOTARIAL PUBLIC _____
 MY COMMISSION EXPIRES: _____

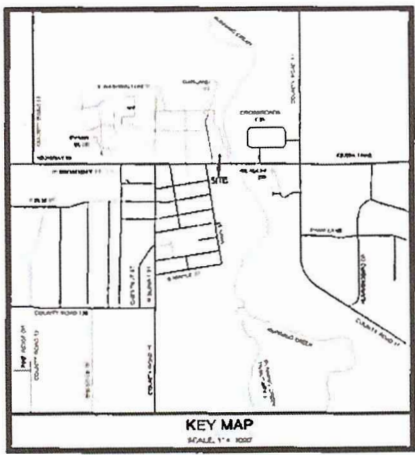
TITLE VERIFICATION

THE ALLIANT NATIONAL TITLE INSURANCE COMPANY DO HEREBY CERTIFY THAT THE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SAID LAND IS IN THE DEDICATOR'S FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

(INITIALED SIGNATURE) _____
 DATE _____

LAND USE CLASSIFICATION:
 LAND DESIGNATION: ANRBA LACRES-44
 COMMERCIAL LOT 1 1.80
 COMMERCIAL LOT 2 1.81
 TRACT A 4.88
 TOTAL 1.80

LAND DESIGNATION	ANRBA LACRES-44	PRIMARY USE	SECONDARY USES	OWNER	MAINTENANCE RESPONSIBILITY
COMMERCIAL LOT 1	1.80	COMMERCIAL DEVELOPMENT	LANDSCAPING, DRAINAGE, UTILITIES	PRIVATE	PRIVATE
COMMERCIAL LOT 2	1.81	COMMERCIAL DEVELOPMENT	LANDSCAPING, DRAINAGE, UTILITIES	PRIVATE	PRIVATE
TRACT A	4.88	DEDICATED OPEN SPACE	EASEMENTS AS SHOWN	TOWN OF ELIZABETH	TOWN OF ELIZABETH
TOTAL	1.80				



- GENERAL NOTES**
1. BASIS OF BEARINGS: CONSIDERING THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 7 TO HAVE AN ASSIGNED BEARING OF N89°32'17"E AND MONUMENTED AS SHOWN HEREON.
 2. THIS PROPERTY IS SUBJECT TO RESERVATIONS, EASEMENTS, COVENANTS AND EASEMENTS OF RECORD ON IN PLACE.
 3. THIS SURVEY IS BASED ON EXISTING MONUMENTS FOUND IN PLACE, AS SHOWN DOCUMENTS OF RECORD AND THE TITLE COMMITMENT PROVIDED BY THE CLIENT.
 4. DATE OF SURVEY WAS JUNE 2018.
 5. THE LINES OF MEASUREMENT FOR THIS PLAT ARE IN SURVEY FEET WHICH IS EQUIVALENT TO ONE METER = 3.28 FEET.
 6. THE LOTS SHOWN ON THIS PLAT GENERALLY FOLLOW NATURAL TERRAIN AND CONTAIN NATURAL DRAINAGE DRAINS AND FLOW PATHS THAT CONVEY UPSTREAM STORM WATER RUNOFF ACROSS LOT BOUNDARIES. THEREFORE, THE OWNER OF THE UPPER LOTS HAS AN EASEMENT OVER LOWER LOTS FOR DRAINAGE OF SURFACE WATERS AND NATURAL DRAINAGE THROUGH THE DOWNSTREAM LOT. EXISTING DRAINAGE PATHS MAY BE ALTERED BUT SHALL PROVIDE FOR THE QUANTITY OF WATER TO PASS FROM THE UPSTREAM DRAINAGE AND NOT NEGATIVELY AFFECT DOWNSTREAM PROPERTIES. THE DEVELOPMENT OF A DOWNSTREAM NIP PLAN SHALL INCLUDE PERMANENT EASEMENTS FOR THE CONVEYANCE OF DRAINAGE.
 7. NO LOT WITHIN THIS SUBDIVISION SHALL BE BUILT UPON OR ANY IMPROVEMENTS CONSTRUCTED WITHIN A 100' WIDE 20' HIGH BUFFER STRIP AS HEREBY DEDICATED TO THE TOWN OF ELIZABETH.
 8. TRACT B IS HEREBY DEDICATED TO THE TOWN OF ELIZABETH.
 9. CURRENT ZONING IS COMMERCIAL MEDIUM DENSITY.

BOARD OF TRUSTEES:
 THIS PLAT WAS APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO ON THE ____ DAY OF _____, 20____ FOR FILING. THE DEDICATIONS ARE HEREBY ACCEPTED.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, CURBS, GUTTERS, SEWERLINES, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION, EROSION CONTROL STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVISOR AND NOT THE TOWN OF ELIZABETH. THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE ROADWAY IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED AND AFTER THE MAINTENANCE PERIOD, IN ACCORDANCE WITH TOWN REGULATIONS.

THIS ACCEPTANCE DOES NOT GUARANTEE THAT THE SOIL CONDITIONS, SURFACE, GROUNDWATER CONDITIONS, OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED.

MAYOR TOWN OF ELIZABETH
 ATTEST: TOWN CLERK SIGNATURE _____

CLEER AND RECORDER'S CERTIFICATE:
 STATE OF COLORADO
 COUNTY OF ELBERT 63
 I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS ____ DAY OF ____ A.D. AT ____ A.M./P.M. AND WAS RECORDED AT RECEPTION NUMBER ____ BOOK ____ PAGE ____
 SIGNATURE: _____
 COUNTY CLERK AND RECORDER

SURVEYOR'S CERTIFICATION:
 I, _____ A DULY REGISTERED PROFESSIONAL LAND SURVEYOR BY THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRACT AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON JUNE 11, 2018 BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON THAT MATHEMATICAL CALCULATIONS SHOW AND LESS THAN 1/1000 RECORDING ERROR AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH RECORDING, SUBDIVISION OR SURVEYING OF LAND AND ALL PROVISIONS WITHIN MY CONTROL OF THE TOWN SUBDIVISION REGULATIONS.
 I ATTEST THE ABOVE ON THIS ____ DAY OF ____ 20____

THE FOLLOWING REGISTERED PROFESSIONAL LAND SURVEYOR PRINTED NAME: _____
 (SCALE)

CLEER AND RECORDER'S CERTIFICATION:
 STATE OF COLORADO 164
 COUNTY OF ELBERT 7
 I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS ____ DAY OF ____ A.D. AT ____ A.M./P.M. AND WAS RECORDED AT RECEPTION NUMBER ____ BOOK ____ PAGE ____
 SIGNATURE: _____
 COUNTY CLERK AND RECORDER

2N CIVIL
 6 Northwest CLE Suite 115
 Englewood, CO 80112
 303.925.0544
 303.925.0547
 www.2ncivil.com

CLIENT: OVERTA
 PROJECT NUMBER: 18009
 ISSUED DATE: 6-18-19
 SHEET 1 OF 2

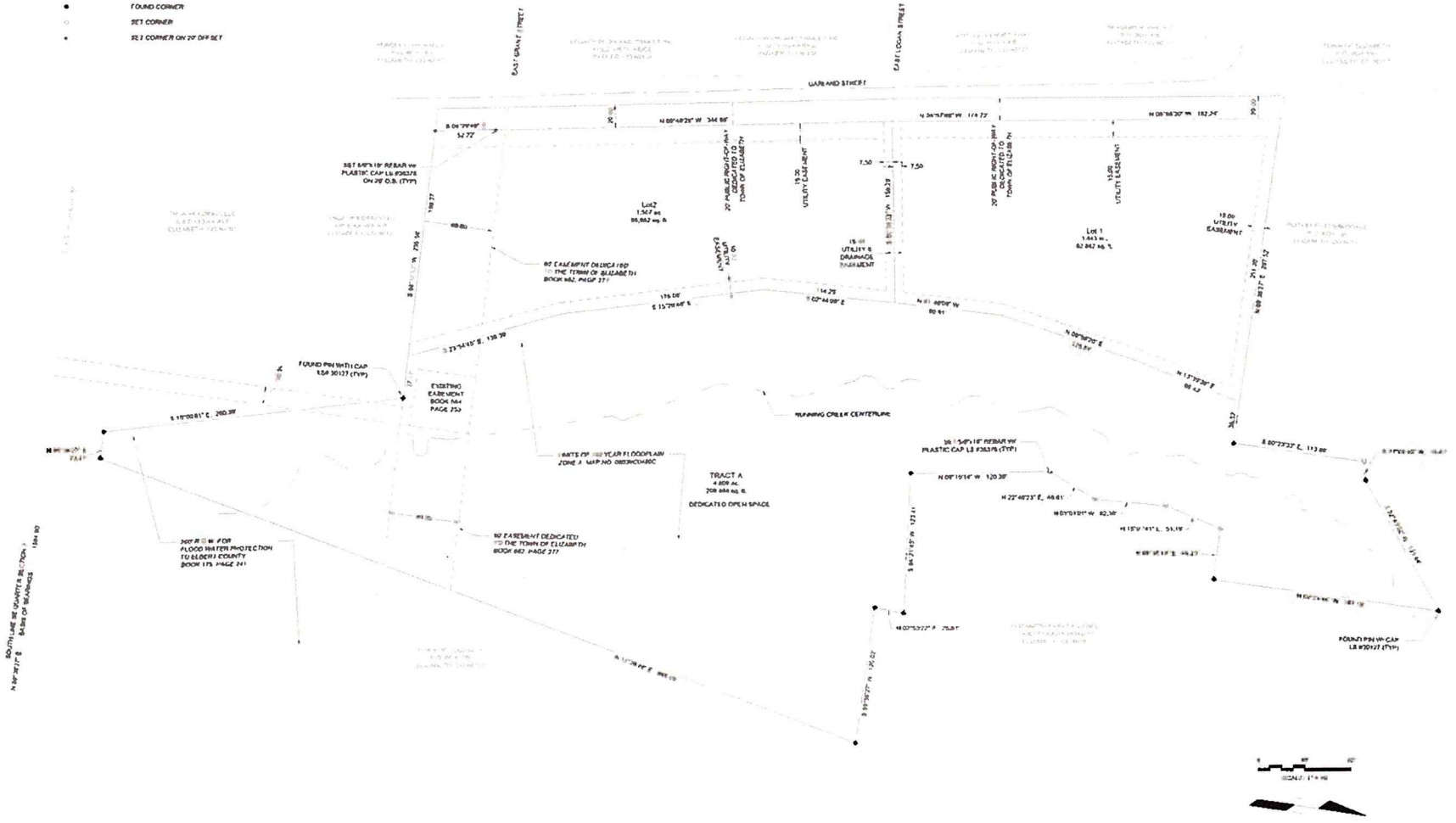
201934 B: 190 P: 423 KLS
 08/06/2019 10:46:13 AM Page: 4 of 32 R 168.00 D
 Dallas Schroeder Recorder, Elbert County, Co

SCARLETT CREEK MINOR SUBDIVISION

A REPLAT OF BROWN MINOR DEVELOPMENT LOT 1

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 3 RANGE 64 WEST OF THE 6TH P.M., TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO

- LEGEND
- EASEMENT
 - BOUNDARY
 - STREET CENTERLINE
 - CRICK CENTERLINE
 - ADJACENT PARCEL (DT, WTS)
 - SECTION CORNER
 - FOUND CORNER
 - SET CORNER
 - REI CORNER ON 20' OFF SET



	6 Riverms Ct. E. Suite 125 Englewood, CO 80112 303.925.0544 T 303.925.0547 F www.2ncivil.com	CLIENT OUBERTA P.O. BOX 110288 ALDEN, CO 80004	ISSUED DATE: 6-16-19 PROJECT NUMBER: 18008 SHEET 7 OF 7
	BE CORNER SE OF SECTION 7		



TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor, Mayor Pro Tem, and Members of the Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: January 8, 2025
SUBJECT: Town Administrator's Report to the Board of Trustees

1. Board of Trustees Retreat. During the December 10, 2024, BOT meeting, the Mayor Pro Tem recommended a "Board Retreat" to set policy and projects for the upcoming year(s). A follow-up email on December 11, 2024, sought guidance as to dates for the retreat, a location for the retreat, and whether a third-party facilitator would be required. Staff are respectfully requesting an update as to how to proceed with this important matter.
2. Director of Community Development. On October 28, 2024, Zach Higgins resigned as Community Development Director for the Town of Elizabeth. His final day was December 9, 2024. Since then, the Town Administrator and Staff have been making decisions on behalf of the department. As mentioned in the December 3, 2024, memo to the Board, and in prior correspondence, there are really three (3) ways to proceed: (1) a more traditional director, with a background in planning and development; (2) a director with an emphasis more on economic and community development for infill projects; or (3) fill as a contract position. Staff are respectfully requesting direction as to which way to proceed.
3. Site Selection for the Elizabeth Community and Senior Activity Center. As discussed previously, the Town received a grant for the engineering associated with the planning for this facility. The specific location of the Center will dictate the foundation, and consequently, site selection becomes important. The grant funds must be committed and expended by August of this year to comply with the grant. Staff are requesting directions on how to address the site issue, and if the Board seeks to continue with engineering the previously approved plans. In the alternative, Staff would recommend that the \$200,000 previously secured from DOLA be returned.
4. Saturday Workshop. Over the past several years, the Board has held a Saturday workshop in either late January or early February of each year. Last year the workshop was held on February 10, 2024 and included the following topics: (1) EPD Operations and Staffing; (2) Annexation and Comprehensive Plan Analysis; (3) The Community and Senior Activity Center; (4) Data Driven Development through Placer AI; and (5) Expansion of Trees/Tree Farm in the Community. On December 27, 2024, Staff recommended either January 25th or February 8th as dates for a meeting. If the Board would like to have a Saturday Workshop to cover topics such as Main Street Streetscape, the Depot Parking Lot, or any other matters, we should plan to set a meeting time on the calendar.



TOWN OF ELIZABETH POLICE DEPARTMENT

CHIEF OF POLICE JEFF ENGEL

425 S. Main St., P.O. Box 1527, Elizabeth, Colorado, 80107
Phone: 303-646-4664 Fax: 303-646-0616
Police@townofelizabeth.org
www.townofelizabeth.org

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 12/01/2024 to 12/31/2024

END OF YEAR REPORT



ELIZABETH POLICE DEPARTMENT'S MISSION STATEMENT:

“The Elizabeth Police Department is committed to service excellence in protecting life and property, impartial enforcement of law, and building community with those who live, work, and visit the Town of Elizabeth.”

The following is an informational breakdown of EPD police activity from **12/01/2024 at 12:01 a.m. to 12/28/2024 at 11:59 p.m.** This information is compiled from our Records Management System (RMS), identified as New World (NW), as well as Douglas County Regional Dispatch (DCRD) records.

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



Colorado Association of
Chiefs of Police





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 www.townofelizabeth.org

Total Calls for Service:

620

Traffic Stops:

Total Stops:	Penalty Assessments:	Written Warnings:	Verbal Warnings:	Assists to Other Agencies
101	39	56	2	4

Other Calls for Service:

Call Type:	Number of Calls:
911 Landline	2
911 Rapid SOS	6
Abandoned Vehicle	2
Alarm-Bank	2
Alarm-Business Burglary	7
Alarm-Business Hold Up	1
Alarm-Residential Burglary	1
Animal Barking	1
Animal Complaint	1
Animal-Dangerous	1
Animal Impound	2
Assist to Fire Department	1
Assist to Other Agency	9
Attempt to Contact	1
Bar Check	1
Business Check	36
Burglary	1
Child Abuse	3
Child Custody	2
Citizen Assist	20



Colorado Association of
Chiefs of Police





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Citizen Contact	39
Civil	1
Crime Prevention	22
Criminal Mischief	1
Drug Offense	1
Fireworks	1
FLOCK	2
Follow Up	46
Found Property	1
Fraud	1
Harassment	3
House Watch	4
Increased Patrol	187
Littering Complaint	1
Medical Assist	10
Motorist Assist	1
Municipal Ordinance Violation	2
Motor Vehicle Accident with Property Damage	4
Motor Vehicle Accident with Unknown Injuries	1
Park Check	1
Parking Complaint	7
Report Every Drunk Driver Immediately	11
School Education	3
Sex Offense	2
Shots Heard	1
Special Assignment	1
Structure Fire	1
Subject with a Weapon	1
Suicidal Subject	1
Suspicious Circumstance	4
Suspicious Person	3
Suspicious Vehicle	6
Theft	2
Traffic Complaint	6
Traffic Hazard	4
Trespass	1



Colorado Association of
Chiefs of Police





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 Police@townofelizabeth.org
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Traffic Stop	101
Unwanted subject	1
Vehicle Trespass	1
VIN Verify	4
Warrant Pickup	1
Welfare Check	10
Wildlife	3

Open Patrol Division Criminal Investigations:

Case Number:	Call Type:	Details:
23-5311	Financial Crimes	Investigation into financial crimes that was reopened due to new information.
24-2832	Financial Crimes	Investigation into fraud at a local business.
24-4350	Financial Crimes	Investigation into identity theft that occurred in Town.
24-4382	Sex Offense	Investigation into a sex offense involving juveniles.
24-4865	Child Abuse	Investigation into an alleged child abuse that occurred in Town.
24-5143	Motor Vehicle Theft	Investigation into a recovered stolen vehicle.
24-5930	Harassment & Animal Cruelty	Investigation into several offenses.



Colorado Association of
Chiefs of Police





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Open Community Services Division Municipal Ordinance Violations:

Case Number:	Call Type:	Notes:
24-3188	Municipal Ordinance Violation	Investigation into abandoned vehicles on a property in Town.
24-4492	Municipal Ordinance Violation	Investigation into accumulation of debris on a property in Town
24-5861	Municipal Ordinance Violation	Investigation into accumulation of debris on a property in Town

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

Closed Case/Incident Reports:

Case/Incident Number:	Call Type:	Details:
24-5695	Assist to Elbert County	EPD Officers assisted ECSO with a traffic stop. EPD assisted in the search of the vehicle and the transport of the suspect to the jail at ECSO's request.
24-5604	Harassment	EPD responded to a reported harassment that occurred. After investigation, probable cause existed that a crime had occurred. The suspect was issued a municipal summons for a criminal offense.
24-5689	Municipal Ordinance Violation	EPD investigated several reports of vandalism. EPD identified the suspect and issued them a municipal summons for a criminal offense.



Colorado Association of
Chiefs of Police





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24-5730	Disturbing the Peace & Assault	EPD Officers responded to a local restaurant on report of an intoxicated party who was causing a disturbance. EPD contacted the suspect and after investigation, determined a crime had occurred. The suspect was issued a municipal summons for several criminal offenses.
24-5746	Dog Bite	EPD responded to a reported dog bite. After investigation, it was found that no crime had occurred. The case was forwarded to the Community Services Division to ensure compliance with animal control ordinances.
24-5799	Municipal Ordinance Violation	EPD investigated several reports of littering. EPD identified the suspect and issued them a municipal summons for a criminal offense. This was the suspect's second offense.
24-5875	Disturbing the Peace & Trespass	EPD Officers responded to a local restaurant on report of an intoxicated party who was causing a disturbance. EPD contacted the suspect and after investigation, determined a crime had occurred. The suspect was issued a municipal summons for several criminal offenses.
24-5839	Motor Vehicle Accident	EPD responded to a two-vehicle crash. The driver who violated the Town of Elizabeth's Model Traffic Code (MTC), was issued a municipal summons for a traffic offense.
24-5946	Child Abuse	EPD investigated a complaint of child abuse. After investigation there was insufficient probable cause to support criminal charges. The Elbert County



Colorado Association of
Chiefs of Police





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Police@townofelizabeth.org

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		Department of Human Services (DHS) was notified.
24-5958	Harassment & Indecent Exposure	EPD responded to a report of two parties who had allegedly exposed their genitalia. After investigation, there was sufficient probable cause to support criminal charges. Both suspects were issued municipal summonses for a criminal offense.
24-6013	Warrant Arrest	EPD was notified of a resident who had an active warrant for their arrest. Officers located the party and arrested them. The suspect was booked into the Elbert County jail on the warrant.
24-5932	Motor Vehicle Accident	During a snowstorm, EPD responded to a five (5) vehicle crash. There were no injuries. A crash report was taken.
24-5961	Child Abuse	EPD responded to a report of an adult striking a minor. After investigation, it was determined there was insufficient probable cause to support criminal charges.
24-5427	Motor Vehicle Crash	EPD responded to a hit and run crash where State of Colorado property was damaged during a snowstorm. After exhausting all investigative leads, the driver was unable to be identified.
24-6061	Warrant Arrest	While working an unrelated case, EPD discovered a male party had a warrant for their arrest. The male was arrested and booked into the Elbert County Jail.
24-6060	Structure Fire	EPD responded with Elizabeth Fire Rescue on reports of an active structure fire. EPD assisted in the evacuation of the property and controlling traffic. The cause of the fire is under investigation.



Colorado Association of
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TOWN OF ELIZABETH POLICE DEPARTMENT

CHIEF OF POLICE JEFF ENGEL

425 S. Main St., P.O. Box 1527, Elizabeth, Colorado, 80107
 Phone: 303-646-4664 Fax: 303-646-0616
 Police@townofelizabeth.org
 www.townofelizabeth.org

		by the Elizabeth Fire Rescue Arson Investigator.
24-5769	Vehicle Trespass	A male party reported that his vehicle had been broken into at a local business. After reviewing surveillance footage, it was determined the crime did not occur in the Town of Elizabeth
24-6082	Child Abuse & Harassment	EPD responded to a local business on reported harassment. While the harassment was being investigated, disclosure of potential child abuse were also made. After determining there was no crime within the Town of Elizabeth, the appropriate agency was notified of the alleged child abuse. The Elbert County Department of Human Services (DHS) was also notified.
24-1237	Municipal Ordinance Violation	The Town of Elizabeth Prosecutor requested a code violation case be reopened. The case was reinvestigated and closed after the property had come into compliance.
24-5889	Mental Health Hold	EPD responded to a report of a suicidal adult. Upon contact with the party, it was determined that probable cause existed that the party was an imminent threat to themselves. The party was taken into protective custody and transported to a mental health facility.
24-5420	Motor Vehicle Accident	EPD responded to a private property crash. After investigation, it was determined that no motorist violated the Town of Elizabeth's Model Traffic Code (MTC). There were no injuries. A crash report was taken.
24-6113	Harassment	EPD received a report of several juveniles who were communicating with



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		inappropriate on a group social media platform. After investigation, it was determined that no crime had occurred.
24-6116	Assist to the Los Angeles County Sheriff's Department (LASD)	EPD received a walk in report on a cold sex assault. The alleged crime took place over thirty years ago in California. EPD contacted the LASD and forwarded the report to them.
24-5428	Assault & Harassment	EPD responded to a local school on a reported assault. After investigation, it was determined that multiple crime had occurred and a municipal summons was issued.
24-5696	Motor Vehicle Accident	EPD concluded an investigation into a hit and run crash. After several attempts to gather the information for the run driver, their identity remained unknown. A crash report was taken.
24-6145	Motor Vehicle Accident	EPD responded to a two-vehicle crash. After investigation, it was determined that no motorist violated the Town of Elizabeth's Model Traffic Code (MTC). There were no injuries. A crash report was taken.
24-6012	Child Abuse	EPD received a 911 call from a juvenile who alleged potential child abuse. After investigation, it was determined that no crime had occurred. The Elbert County Department of Humans Services (DHS) was notified.
24-6053	Child Abuse	EPD received a call from another jurisdiction where a juvenile had alleged child abuse. After investigation, it was determined that no crime had occurred. The Elbert County Department of Humans Services (DHS) was notified.



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24-6171	Drug Offense	EPD responded with Elizabeth Fire Rescue (EFR) to a juvenile who had consumed Tetrahydrocannabinol (THC). After the juvenile was cleared by EFR, they were issued a municipal summons for several offenses.
24-6189	Menacing & Driving Under the Influence & Weapons Violations	EPD responded to a local business on a heavily intoxicated party who had allegedly threatened multiple customers with a knife. EPD contacted the suspect with a knife. EPD contacted the suspect was contacted and arrested. They were later booked into the Elbert County Jail on numerous charges.
24-6188	Trespass	EPD responded to a local building on report of a burglary. Upon contact with two juveniles, it was determined that while they did not break into and enter the building, they had damaged property and trespassed. The juveniles were issued municipal summonses for several charges.
24-6216	Fraud	EPD responded to a walk in report of a resident who had been receiving fraudulent mail to their residence. After investigation, it was determined that the business was a fraudulent business. The Colorado Secretary of State's Office was notified.
24-6095	Criminal Mischief	EPD responded to a road rage incident where a driver exited their vehicle and kicked another vehicle. The suspect was identified and issued a municipal summons for a criminal offense.
24-6297	Criminal Mischief	While on patrol, EPD Officers located graffiti at a local park. Upon closer examination, the graffiti was old. As the



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		suspect(s) were unknown, the case was closed.
24-6138	Child Abuse	EPD closed a case involving possible child abuse from a person in a position of trust. After investigation, there was insufficient probable cause to support criminal charges.
24-6278	Motor Vehicle Theft	EPD received a FLOCK camera hit regarding a stolen vehicle. Officers responded to the area the vehicle was last seen and located the vehicle. Officers initiated a high risk stop on the vehicle and detained several parties. After the vehicle was confirmed stolen, the driver was arrested for felony motor vehicle theft. It was also discovered the driver had several warrants for their arrest. The vehicle was impounded, and the owner was notified.
24-6279	Warrant Arrest	While on the stolen vehicle call, (24-6278), the driver had multiple warrants for their arrest. The driver was booked into ECSO jail on several charges for 24-6278, and the warrants in this case.



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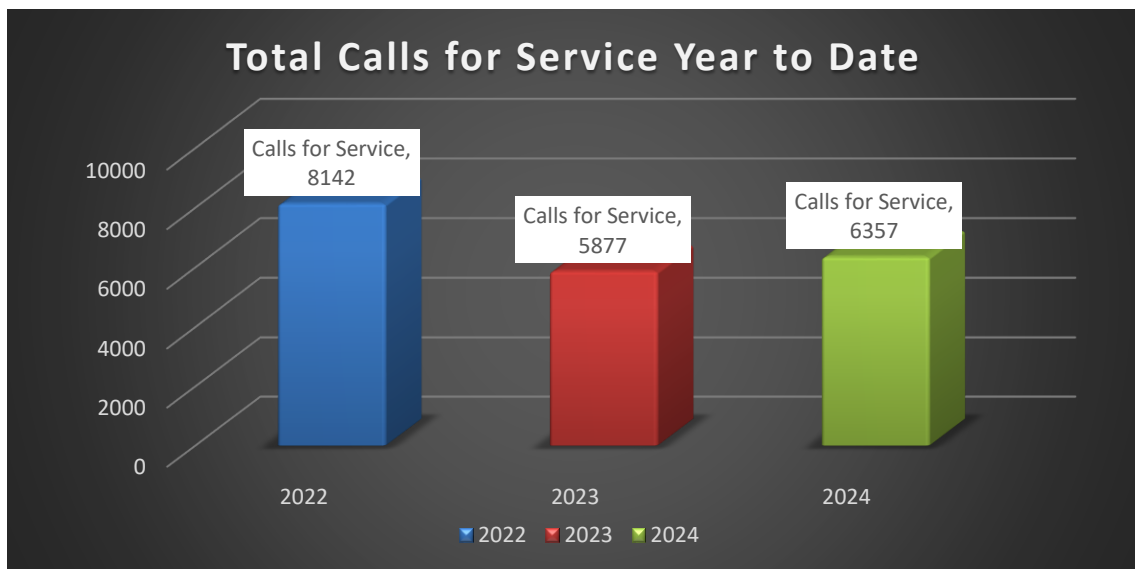
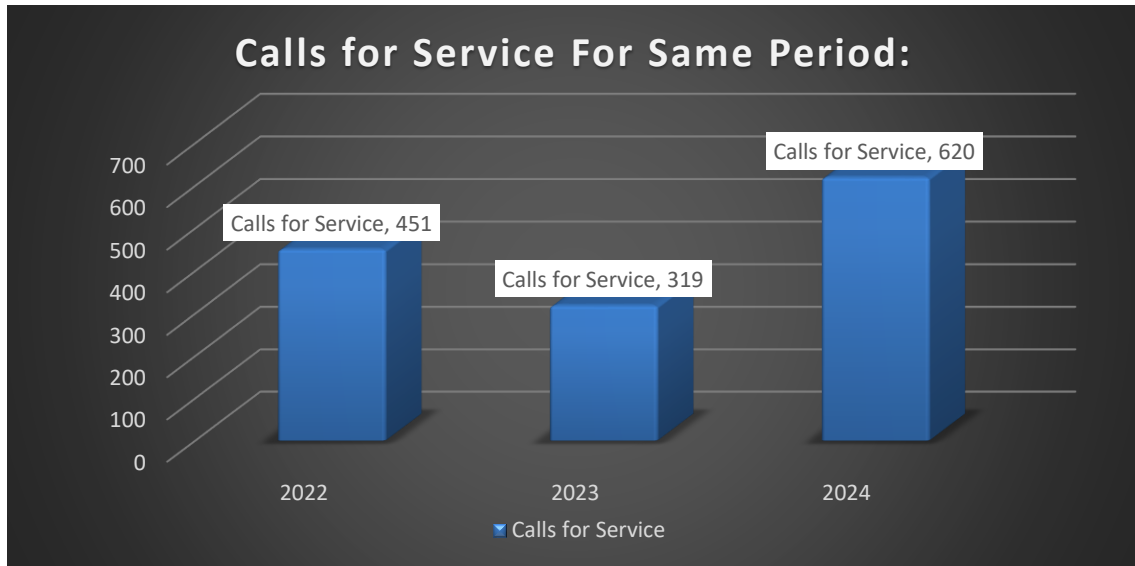
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Historical Data:



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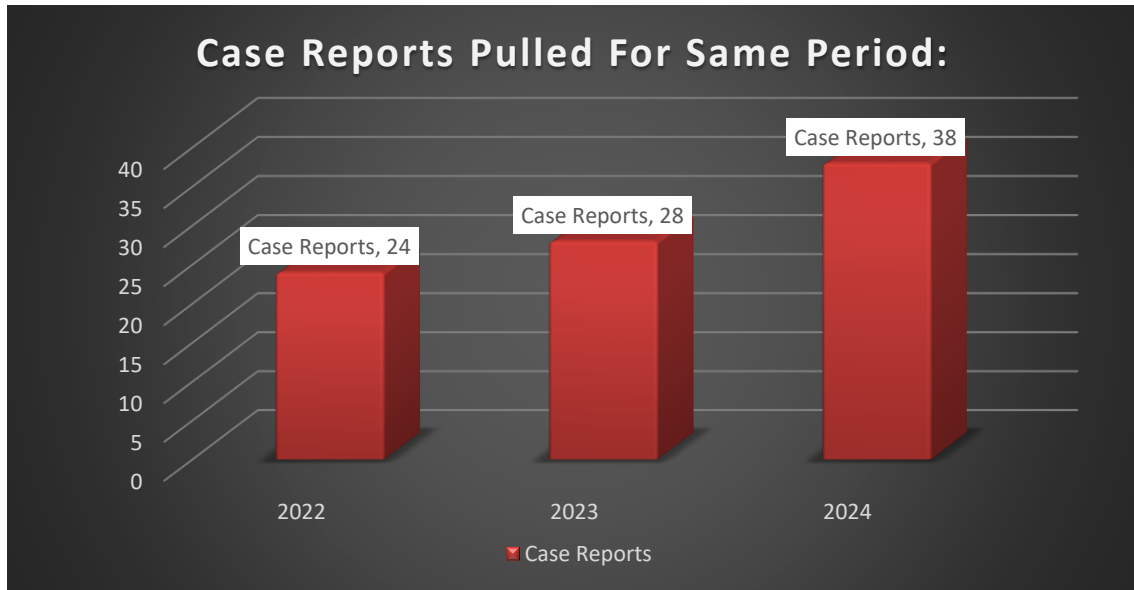
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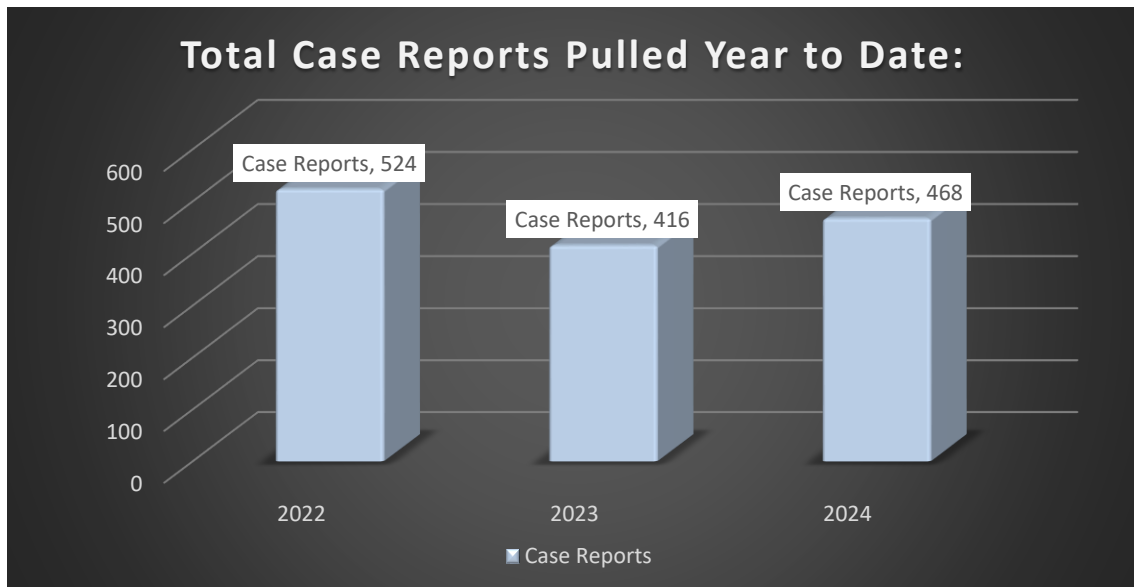
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Case Reports Pulled For Same Period:



Total Case Reports Pulled Year to Date:



Colorado Association of
Chiefs of Police





TOWN OF ELIZABETH

CLERK'S/FINANCE OFFICE MANAGER'S REPORT

January 14, 2025

The Clerk's / Finance report reflects updates provided by individual Staff members.

Hannah

- With a joint effort of many staff members, we were able to sell both Humvee's that have been listed for sale for a year!
- The audit process has begun! The online portal has been opened and documents are beginning to be gathered.

Allison

- I have been working on Food Truck License renewals for all of the food trucks that sell throughout Town.
- I have been catching up on transferring documents from 2024 into Laserfiche and creating new 2025 files to comply with our records retention schedule.
- I was able to order the ornament kits for the 2025 Mayor's Tree Lighting on sale and ahead of schedule. We will have plenty of shark, monster, and other critter ornament kits for this year's event!

Harmony

- I have been working on end-of-year items for payroll and court. I have also been working on boxing up files from 2024 and setting files up for 2025.
- I spent time working with Hannah to set up new payroll codes and updating insurance information for employees.

Michelle

- The Clerks have completed their passport acceptance agent certification for 2025. This certification needs to be completed annually, through training and an exam. Allison is our passport manager and agent, and Harmony and I are passport agents.
- Once again, our community was extremely generous this year. Enough donations were received to assemble 126 Senior Bags. I believe that in 2021 we delivered 80 bags, so this program is growing quickly. I cannot thank the town, community donors, bag sponsors, the Elbert County Artists Guild (ECAG), Elizabeth Piecemakers, Danette Swanson, the Elizabeth Fire Department, numerous volunteers, Town Staff, businesses, and churches that allowed us to have donation boxes at their locations. Recipients have been voicing their thanks and appreciation (some made me cry). I am so proud of this



TOWN OF ELIZABETH

CLERK'S/FINANCE OFFICE MANAGER'S REPORT

program and all the people it touches, not only the seniors in our community but also the volunteers and donors.

- The Senior Luncheon Christmas Social had 25 attendees. It was fabulous to see everyone enjoying themselves. They ate and visited for close to two hours. Marjorie and Jen have worked hard to build this program, and I am thankful the town supports such a wonderful program. Senior Luncheon has been set for the 3rd Monday in 2025. The number of attendees at the luncheon is growing each month.
- Included in the manager's reports are this year's Annual Town Lighting Contest winners. A gift card will be purchased from the winning business and given to the coinciding winner of the residential side of the contest.
- At Wreaths Across America on December 14th, Gayle Gardner, the President of DAR, said that the Elizabeth/Elbert County Community not only provided enough wreaths for the Elizabeth and Kiowa cemeteries remembrance events but there were also enough wreaths sponsored to provide Franktown Cemetery with 20 wreaths and 500 to the Fort Logan National Cemetery. What an amazing community we live in.
- I would like to get a short fun fact or bio from each Board Member. I plan to have this in our February Newsletter.



FIRST PLACE
TOWN OF ELIZABETH
CHRISTMAS LIGHT
CONTEST 2024

this certificate is awarded to

Amber and Garrett Hall—946 Gooseberry Ct.

Michelle M. Oeser

Michelle Oeser, Town Clerk

Dec. 26, 24

Date



SECOND PLACE
TOWN OF ELIZABETH
CHRISTMAS LIGHT
CONTEST 2024

this certificate is awarded to

Yasmin Segura and Oscar Benumea, 429 W. Elm St.

Michelle M. Oeser *Dec. 26, 24*

Michelle Oeser, Town Clerk

Date



THIRD PLACE
TOWN OF ELIZABETH
CHRISTMAS LIGHT
CONTEST 2024

this certificate is awarded to
John and Mary Dahm, 350 S. Paddock Street

Michelle M. Oeser
Michelle Oeser, Town Clerk

Dec. 26, 24
Date

FIRST PLACE
TOWN OF ELIZABETH
CHRISTMAS LIGHT
CONTEST 2024

this certificate is awarded to
Catalinas Diner

Michelle M. Oeser

Michelle M. Oeser, Town Clerk

Dec. 26, 24

Date



SECOND PLACE
TOWN OF ELIZABETH
CHRISTMAS LIGHT
CONTEST 2024

this certificate is awarded to

Carriage Shoppes

Michelle M. Oeser

Michelle M. Oeser, Town Clerk

Dec. 26, 24

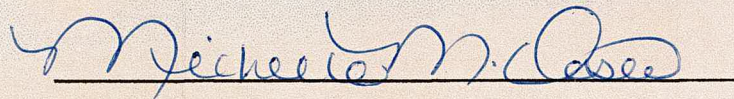
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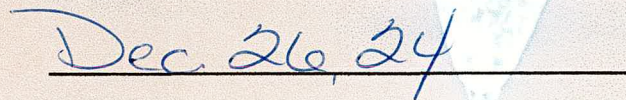
THIRD PLACE
TOWN OF ELIZABETH
CHRISTMAS LIGHT
CONTEST 2024

this certificate is awarded to

True Value Hardware



Michelle M. Oeser, Town Clerk



Date



Good evening everyone!

As we all recover from the cozy and surprisingly erratic holidays, I would like to fill you all in on what has happened over the last 3 weeks.

Our wrestling teams took the break head on, trying their best to maintain weight limits while feasting time and time again, since their allowance was only 1.5 pounds over the class they were competing in. But through the hard work and unfortunate need to practice while school was out, they averaged 3rd and 4th place through all weight groups, with the occasional higher-placing individual.

Our boys and girls basketball teams also had practice over break, luckily only have to worry about staying on their game and honing their skills. There was a matchup during the finals' week when both varsity teams defeated Woodland Park by 10 points, oddly enough. Unfortunately, the Boys Varsity team played one additional game during that week when they lost to Air Academy. The boys' team now exits break on a 2-5 record with a game on Thursday. The girls' team, similarly enough, is also 2-4 with a game on Thursday as well.

Girls soccer has also begun their offseason practices and training, as well as they started an indoor 6v6 team to build chemistry.

At the moment, that is all we have going on, but soon enough there will be more theater performances and some upcoming news from our other schools in the district.

Thank you all for listening,

Landen Sherlock



HISTORIC ADVISORY BOARD – RECORD OF PROCEEDINGS
December 2, 2024

CALL TO ORDER

The Regular Meeting of the Historic Advisory Board was called to order on Monday, December 2, 2024, at 5:03 PM by Chair John Quest.

ROLL CALL

Present were Chair John Quest, Vice Chair Aimee Woodall, Historian Bob Rasmussen, and Board Members Jacque Hallett, Lynn Mitchell, and Dennis Rodriguez. There was a quorum to conduct business.

Also present were Community Development Director Zach Higgins, Planner/Project Manager Alexandra Cramer, Planning Technician Dianna Hiatt, and Deputy Town Clerk Harmony Malakowski.

PUBLIC COMMENT

There was no public comment.

AGENDA CHANGES

No agenda changes from Staff.

No agenda changes by the Board.

Agenda set.

CONSENT AGENDA

1. Minutes of the Regular Meeting of November 4, 2024

Motion by Ms. Mitchell, seconded by Mr. Rodriguez, to approve the Consent Agenda as presented.

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

NEW BUSINESS

2. Discussion regarding Façade Grant Proposals

Ms. Cramer provided a Staff report. Three applicants presented their applications and proposals for the Façade Grant. Discussion followed.

3. Discussion and possible action on proposed 2025 Budget and Workplan

Ms. Cramer provided a Staff report.



TOWN OF ELIZABETH
HISTORIC ADVISORY BOARD

Motion by Mr. Rodriguez, seconded by Ms. Mitchell, to accept the proposed 2025 Budget and Workplan as presented.

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

4. Discussion and possible action on the 2025 Meeting Schedule.

Motion by Ms. Mitchell, seconded by Historian Rasmussen, to accept the 2025 Meeting Schedule as presented.

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

5. Recognition of Aimee Woodall's Service

Staff presented Vice President Woodall a plaque in recognition of her service.

Chair Quest asked a question regarding open seats on the Board. Discussion followed.

STAFF REPORT

- Planner/Project Manager Cramer provided updates regarding:
 - The PROST Community Meeting to be held at Elizabeth High School on December 11, 2024, from 5pm to 8pm.
 - The joint workshop scheduled with the Board of Trustees on December 10, 2024, has been canceled.
 - Reminder regarding upcoming Chair and Vice Chair elections.

BOARD REPORTS

- Ms. Hallett provided an update regarding her work on property history research.
- Historian Rasmussen also provided an update on his property history projects.
- Historian Rasmussen had a question regarding the student interns' progress on the history tapes.
- Planning Technician Hiatt provided an update on her social media posts regarding Town history and the interest that it generates in the community.
- Chair Quest mentioned that he would like to have a list of all the properties that have been researched and are complete.

ADJOURNMENT

Motion by Historian Rasmussen, seconded by Ms. Hallet, to adjourn the meeting at 6:36 PM. The vote of those Board Members present was unanimously in favor. Motion carried.

Bob Rasmussen

Chair John Quest

Historian Bob Rasmussen

Michelle Oeser
Town Clerk Michelle Oeser

