



TOWN OF ELIZABETH

TOWN OF ELIZABETH

**WORKSHOP – Historical Code Updates
Tuesday, August 23, 2022, at 6:00 pm
Town Hall, 151 S. Banner Street**

**BOARD OF TRUSTEES REGULAR MEETING
Tuesday, August 23, 2022, at 7:00 PM
Town Hall, 151 S. Banner Street**

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

UNSCHEDULED PUBLIC COMMENT

AGENDA CHANGES

CONSENT AGENDA

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

NEW BUSINESS

2. Discussion and possible action on Ordinance 22-07, an Ordinance approving the Town of Elizabeth Employee Handbook – Patrick Davidson
3. Discussion and possible action on Resolution 22R37, a Resolution adopting comprehensive Financial Policies – Patrick Davidson
4. Discussion and possible action on a Server Upgrade for Town Hall – Patrick Davidson
5. Discussion and possible action on Ordinance 22-08, an Ordinance amending section 13-2-160, subsection (e) of the Town of Elizabeth Municipal Code regarding the authority to impose water restrictions on behalf of the Town – Patrick Davidson
6. Discussion and possible action on Resolution 22R39, a Resolution implementing water restrictions pursuant to section 13-2-160(e) of the Town of Elizabeth Municipal Code – Patrick Davidson
7. Discussion and possible action on Resolution 22R40, a Resolution approving a Trade Contractor Agreement with 101 Landscaping Elizabeth, Colorado for the installation and completion of

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

MANAGEMENT MONITORING REPORTS

- [8.](#) Management Monitoring Reports

BOARD OF TRUSTEES REPORTS

MINUTES

- [9.](#) Minutes of the Main Street Board of Directors Meeting of June 9, 2022

ADJOURNMENT

MEETING PROTOCOL AND STANDARDS OF CONDUCT

Public Participation

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

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

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

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

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

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

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

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

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



Board of Trustees – Record of Proceedings
August 9, 2022

CALL TO ORDER

The Regular Meeting of the Board of Trustees of the Town of Elizabeth was called to order on Tuesday, August 9, 2022, at 7:00 pm by Mayor Megan Vasquez.

ROLL CALL

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

Also present were Town Administrator Patrick Davidson, Town Clerk Michelle Oeser, Chief of Police Melvin Berghahn, Community Development Director Pam Cherry, Public Works Director Mike DeVol, and Assistant Public Works Director James McErnie.

PLEDGE OF ALLEGIANCE

Mayor Vasquez led the Board in the Pledge of Allegiance.

UNSCHEDULED PUBLIC COMMENT

There was no public comment.

AGENDA CHANGES

No agenda changes from the Administration or the Board.

Agenda set.

CONSENT AGENDA

1. Minutes of the Regular Meeting of July 26, 2022

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

The vote of those Trustees present was 4 in favor and 0 opposed. Motion passed unanimously.

The Board was introduced to Daisy Tucker, Dianna Hiatt, and RJ Wagner as the newest Town employees.

Town Clerk Michelle Oeser swore in Daisy Tucker as a Town of Elizabeth Police Officer.

NEW BUSINESS

4. Discussion and possible action on Resolution 22R38, a Resolution approving the License agreement between the Town and Elizabeth Firefighters Community Foundation

Motion by Mayor Pro Tem Ternus, seconded by Trustee Snively, to approve Resolution 22R38, a Resolution approving the License agreement between the Town and Elizabeth Firefighters Community Foundation.

The vote of those Trustees present was 4 in favor and 0 opposed. Motion passed unanimously.

Mayor Vasquez opened the Public Hearing at 7:14 pm.

PUBLIC HEARING

5. Special Event License Application by the Elizabeth Area Chamber of Commerce for the Elizabeth Collaborative Event

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

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

NEW BUSINESS

6. Discussion and possible action on approval of the Special Event License Application by the Elizabeth Area Chamber of Commerce for the Elizabeth Collaborative Event

Motion by Mayor Pro Tem Ternus, seconded by Trustee Einspahr, to approve the Special Event

License Application by the Elizabeth Area Chamber of Commerce for the Elizabeth Collaborative Event.

The vote of those Trustees present was 4 in favor and 0 opposed. Motion passed unanimously.

7. Discussion and possible action on Resolution 22R35, a Resolution approving the Intergovernmental Agreement between the Town and the Elbert County Clerk and Recorder

Motion by Trustee Einspahr, seconded by Trustee Snively, to approve a Resolution 22R35, a Resolution approving the Intergovernmental Agreement between the Town and the Elbert County Clerk and Recorder.

The vote of those Trustees present was 4 in favor and 0 opposed. Motion passed unanimously.

8. Discussion and possible action on Resolution 22R36, a Resolution approving implementation of mandatory watering restrictions for all irrigation within the Town limits of the Town of Elizabeth, Colorado in accordance with Town Code sec. 13-20-160 €. “In case of water shortages or scarcity, the Board of Trustees may by resolution place any restrictions which it deems necessary upon the use of water for irrigation or sprinkling purpose”

Motion by Mayor Pro Tem Ternus, seconded by Trustee Einspahr, to approve Resolution 22R36, a Resolution approving implementation of mandatory watering restrictions for all irrigation within the Town limits of the Town of Elizabeth, Colorado in accordance with Town Code sec. 13-20-160 €. “In case of water shortages or scarcity, the Board of Trustees may by resolution place any restrictions which it deems necessary upon the use of water for irrigation or sprinkling purpose”.

The vote of those Trustees present was 4 in favor and 0 opposed. Motion passed unanimously.

9. Discussion and possible action on the purchase of two digital signs

Motion by Trustee Snively, seconded by Trustee Einspahr, to approve the purchase of two digital signs.

The vote of those Trustees present was 4 in favor and 0 opposed. Motion passed unanimously.

10. Discussion and possible action on the Town Hall Landscape project

Motion by Mayor Pro Tem Ternus, seconded by Trustee Snively, to approve moving forward to draft a contract with 101 Landscaping for Town Hall landscaping in an amount not to exceed \$80,000.

The vote of those Trustees present was 4 in favor and 0 opposed. Motion passed unanimously.

MANAGEMENT MONITORING REPORTS

- Town Administrator Patrick Davidson discussed future Board budget workshop days and times.
- Mr. Davidson discussed the schedule and conceptual designs for a future Senior Center.
- Community Development Director Pam Cherry went through her written report.
- Ms. Cherry stated that a contract for a traffic study of the Old Town area will be brought to the Board soon.
- Town Clerk Michelle Oeser discussed new trial dates for court.
- Ms. Oeser informed the Board that Harmony Malakowski will be back in the office part-time starting next week.
- Ms. Oeser stated that Dianna Hiatt is good to work with and a good addition to the team.

- Mayor Vasquez asked Ms. Oeser where things are at with a new Student Liaison.
- Discussion on the Wine in the Pines event.
- Chief of Police Melvin Berghahn discussed the recent Bike Rodeo that the Police Department put on.
- Chief Berghahn stated that the new police truck has not arrived yet.
- Chief Berghahn discussed plans for the increase in student foot traffic for the school year.
- Chief Berghahn updated the Board on the upcoming Police Academy.
- Mr. Davidson stated that he believes that the Elizabeth Police Department is the only department in Colorado that is fully staffed.
- Public Works Director Mike DeVol informed the Board that the new Public Works truck has been delayed two weeks.
- Mr. DeVol discussed the Public Works Department's plans for the increased student foot traffic this year.
- Mr. DeVol updated the Board on the new lift station.
- Mr. DeVol discussed progress on the new well house.
- Mr. DeVol stated a new employee started with the Town.
- Mr. DeVol said that James McErnie is doing a great job.
- Discussion on storm clean up.
- Mr. DeVol discussed the free mulch being offered by the Town.
- Discussion on children at play signs.

BOARD OF TRUSTEE REPORTS

- Mayor Pro Tem Ternus discussed her observation of Municipal Court last week.
- Mayor Vasquez informed the Board that Daniel DiLoreto had resigned from the Board due to a deployment.

MINUTES

14. Minutes of the Planning Commission Meeting of July 5, 2022
15. Minutes of the Historic Advisory Board Regular Meeting July 11, 2022

ADJOURNMENT

Motion by Trustee Einspahr, seconded by Trustee Snively, to adjourn meeting at 8:21 pm. The vote of those Trustees present was unanimously in favor. Motion carried.

Town Clerk Michelle Oeser

Mayor Megan Vasquez



TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor, Mayor Pro Tem, and Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: August 16, 2022
SUBJECT: Employee Handbook

BACKGROUND

The most recent version of the Town of Elizabeth Employee Handbook as adopted on March 27, 2012. The document is substantially outdated and does not take into consideration changes to state and federal employment laws, trends in municipal employment practices, and the restructuring of several departments. The need to update the handbook was expressed by the Board with general direction to have this accomplished as soon as possible, but no later than the end of 2022.

Staff provided concerns and comments through a February 4, 2022, memorandum and a February 26, 2022, workshop. Additional comments were addressed in further memorandum dated May 13, 2022, a Board workshop on May 24, 2022, and a follow-up memorandum dated May 31, 2022. The draft has been reviewed by legal counsel, Corey Hoffman with his suggestions being included in the draft. Direction has been provided by CIRSA as well, and in conjunction with Mr. Hoffman, those revisions have also been included. On August 15, 2022, the finalized draft was provided to the Board.

It should be noted that there is an understanding that the handbook will be reviewed annually by the Town Administrator, or his/her designee, to ensure that any revisions are addressed annually, to eliminate an overall re-write of the handbook in the future.

ANALYSIS

The final draft provided for action by the Board amounts to an entire re-write of the March 2012 handbook. While some clauses and provisions may have worked their way through the editing process, they are relatively rare when viewed in its entirety. The largest changes, however, generally are identified as the following:

1. The clear establishment of a drug free workplace, regardless of what positions are held by employees. For safety considerations the Town will prohibit the use of legal and illegal drugs both on and off duty.
2. The standardization of tuition reimbursement, acknowledging that reimbursement may be had for pass/fail classes, encouraging on-line education for staff, and setting forth budgetary limitations regarding tuition reimbursement.

3. The adjustment to retirement to reflect different funding for law enforcement officers (LEO), non-sworn police employees, and non-sworn staff. Specifically, allowing non-sworn police employees and non-sworn staff to be eligible for a larger match by the Town of up to 5% to create parity between employees.

4. The restructuring of the current vacation/sick leave policy within the Town to a paid-time-off (PTO) system. The process included the reservation of accumulated sick leave to be retained, with the understanding it shall be used first in terms of leave for medical concerns for employees, their family, and dependents.

STAFF RECOMMENDATION

Staff recommends the adoption of the updated Employee Handbook.

BUDGET CONSIDERATIONS

There likely will be nominal budget considerations as the process is completed. At this time, it is difficult to estimate the “costs” associated with employee sick leave, adjustments to current accumulated vacation time, and related expenses. However, it should be recalled that employee’s compensation is budgeted on an annual basis, so that the actual costs are already incorporated into the budget to a large extent, whether in terms of days off, or accumulated vacation pay.

Ultimately, for purposes of long-term planning for the Town, there will be a time that no employees will remain that qualify under the existing vacation and sick leave policies, thereby limiting future liability for the Town of Elizabeth.

ATTACHMENTS

Ordinance 22-07

Final Draft of the Employee Handbook

ORDINANCE 22-07

AN ORDINANCE APPROVING THE TOWN OF ELIZABETH EMPLOYEE HANDBOOK

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

Section 1. The Town of Elizabeth Employee Handbook, attached hereto as **Exhibit A** and incorporated herein by this reference, is hereby approved.

Section 2. All previous versions of the Town of Elizabeth Employee Handbook (or Personnel Manual) are hereby rescinded.

Section 3. Severability. If any section, paragraph clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or enforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 4. The Board of Trustees hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 5. This Ordinance shall become effective thirty (30) days after publication.

Read and approved at a meeting of the Board of Trustees of the Town of Elizabeth, Colorado, this _____ day of _____, 2022.

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

Megan Vasquez, Mayor

ATTEST

Michelle M. Oeser, Town Clerk

TOWN OF ELIZABETH EMPLOYEE HANDBOOK



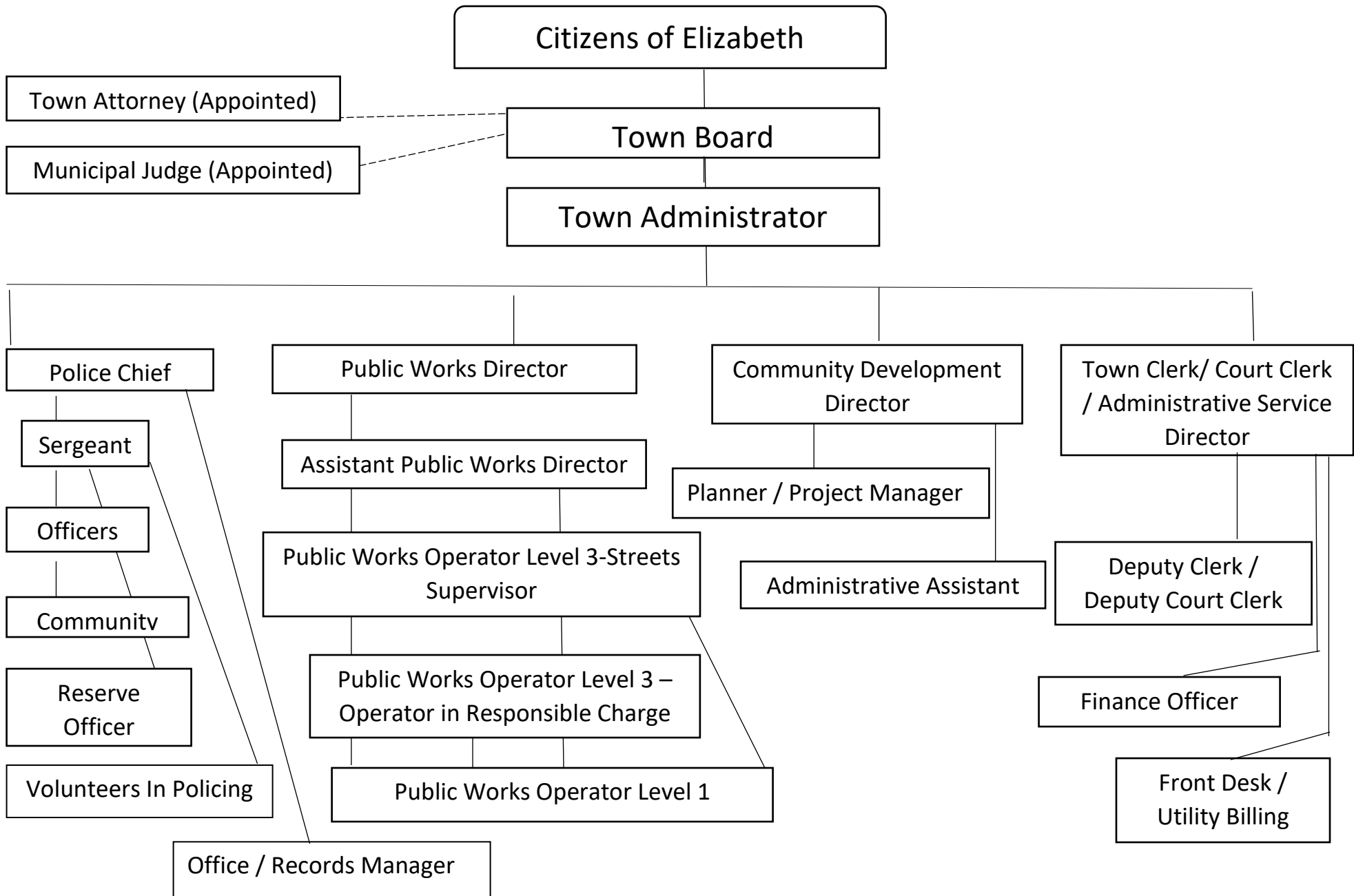


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INTRODUCTION

Section One - General Information

1-A-1 Preface

THIS EMPLOYEE HANDBOOK (HEREINAFTER REFERRED TO AS “HANDBOOK”) IS NOT AND DOES NOT CREATE AN EXPRESSED OR IMPLIED CONTRACT OF EMPLOYMENT BETWEEN THE TOWN OF ELIZABETH AND ITS EMPLOYEES. THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH (HEREINAFTER REFERRED TO AS THE “BOARD OF TRUSTEES”) RETAINS THE *SOLE* RIGHT TO MODIFY, SUSPEND, INTERPRET OR CANCEL IN WHOLE OR IN PART THE PROVISIONS OF THIS HANDBOOK. ALL EMPLOYMENT WITH THE TOWN OF ELIZABETH IS “AT-WILL” AND OF AN INDEFINITE DURATION. THE TOWN OR AN EMPLOYEE MAY TERMINATE EMPLOYMENT AT ANY TIME, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT ADVANCE NOTICE. NOTHING IN THIS HANDBOOK, OR IN ANY OTHER TOWN DOCUMENT, CAN CHANGE OR SUPERSEDE THIS “AT WILL” STATUS. THE TOWN WILL ENDEAVOR TO NOTIFY EMPLOYEES OF THE TOWN OF ELIZABETH OF PROPOSED CHANGES TO THIS HANDBOOK IN ADVANCE OF THEIR ADOPTION, BUT NO SUCH NOTIFICATION SHALL BE REQUIRED IN ORDER FOR SUCH CHANGES TO TAKE PLACE.

1-A-2 Functions and Objectives of the Employee Handbook

The personnel and employment practices of the Town of Elizabeth are based on modern personnel practices requiring that all personnel actions, including but not limited to, recruitment, hiring/promotions, training, transfer, upgrading, retention, and other personnel practices will be administered fairly and without regard to race, creed, color, religious convictions, gender, age, national origin or ancestry, disability, marital or military status, sexual orientation, gender identity, gender expression, genetic information, or any other classification protected under applicable law.

This Handbook is subject to change at any time, including changes to benefits provided and to personnel practices. All such changes may apply to current as well as future employees. To the extent that there are any conflicts between the Handbook and Departmental Policies, the Handbook will prevail. In addition, the Town Administrator is authorized to promulgate administrative regulations to implement the policies set forth in this Handbook, so long as such policies are consistent with the language of the Handbook.

Exclusions: The policies and procedures set forth in this Handbook do not apply to the employment, benefits, salaries, and other compensation of the Town Administrator, elected officials, independent contractors, contractual employees, or the Municipal Judge, unless specifically stated herein or made applicable by specific contractual provision.

1-A-3 Legality of Content

As of the date of issue, this revised Handbook becomes effective and shall supersede prior personnel regulations. Should any section, item, clause, or phrase contained in this Handbook be determined to be illegal or otherwise invalid or in conflict with an ordinance or law, such findings shall not affect the validity of the remaining portions of the Handbook.

1-A-4 Adoption, Amendment or Revision of the Employee Handbook

All policies and procedures set forth in this Handbook shall be subject to adoption, amendment, modification, revision, termination, or elimination by formal action of the Board of Trustees. Proposed amendments to this Handbook shall be prepared by the Town Administrator and reviewed for legality by the Town Attorney and/or appropriate legal counsel, prior to formal action by the Board of Trustees.

1-A-5 Open Records Statement

Nothing in this Handbook shall be construed to authorize the withholding of public records and documents that by law are required to be disclosed upon proper request, made in complete conformity with applicable law, including, but not limited to, the Colorado Open Records Act, Article 72 of Title 24, Colorado Revised Statutes 1973, as amended, or to authorize the disclosure of records or documents that by law are privileged or otherwise exempt from disclosure requirements.

Organizational Structure & Expectations

Section Two - Organizational Structure

2-A-1 Form of Government

The Town of Elizabeth is a statutory municipal corporation organized pursuant to Title 31 of the Colorado Revised Statutes. The Town operates under the Town Administrator form of government, as set forth in C.R.S. 31-4-304. The Board of Trustees appoints a Town Administrator to serve as the Chief Administrative Officer for the Town.

2-A-2 Organizational Chart

Included is the current organizational chart for the Town. As reporting requirements and positions change within the Town, the organizational chart will be updated to reflect those changes.

2-A-3 Duties of the Town Administrator

The Board of Trustees is the legislative and policy-making body of the Town of Elizabeth and appoints a Town Administrator who is responsible for the general administration of Town services and programs. The Administrator's conditions of employment are set by separate contract and as such the Administrator is not subject to this Handbook. The Administrator is responsible to the Board of Trustees for the proper administration of all affairs of the Town placed in his/her charge and he/she shall have the power to appoint and remove all officers and employees in the administrative service of the Town, except the Town Attorney and Municipal Judge.

Pursuant to Sec. 2-3-40 of the Elizabeth Municipal Code, the Town Administrator's duties include the following: to be responsible to the Board of Trustees for the efficient administration of all departments of the Town government; to supervise the enforcement of all laws and ordinances; to recommend an annual budget to the Board of Trustees, to administer the budget as finally adopted and to keep the Board of Trustees fully advised at all times of the financial condition of the Town; to recommend to the Board of Trustees for adoption such measures as he or she may deem necessary; and to perform such other duties as may be prescribed by ordinance, resolution or by direction of the Board of Trustees.

The Town Administrator has the authority to hire, appoint, or remove employees at his discretion, for the best interests of the Town. All decisions of the Administrator in any such case shall be final.

Position Classification Plan

2-B-1 Policy

The Town will maintain a written job description for all paid employee positions. A job description shall contain at least the following elements: title, classification, summary of job duties, qualifications, pay grade, supervisor, compliance with the Colorado Equal Pay Act, and exempt/nonexempt status for purposes of the FLSA and ADA qualifications, as applicable.

Expectations

2-C-1 Conflicts of Interest

The Town expects the primary interest of employees to be the public we serve. A conflict of interest occurs when the interests of an employee, or another outside party, actually or potentially affects, or creates the perception of affecting, the Town in a negative way.

Employees may have outside business interests and outside employment so long as these do not interfere with job performance. Employees, other than sworn members of the police department, may not earn a profit from outside employment or business interests which directly results from an affiliation with the Town of Elizabeth without prior written approval of the Town Administrator and proper notification with respect to conflicts and potential conflicts in accordance with State Statute and other applicable laws, regulations, and policies, if any. Applicable law and/or department policy may further limit police officers' outside employment and business activities.

The Town should not be impacted by an individual employee's personal beliefs, values, and commitments unless they:

- Prevent the employee from fulfilling his or her job responsibilities.
- Involve an attempt by the employee to use the Town's time and/or facilities to further such beliefs, values, and commitments; or
- Involve an employee's continued attempt to convince others in the workplace, who may or may not be fellow employees, to adopt his or her beliefs, values, or commitments after he or she have been asked to stop.
- Involve other conduct causing actual disruption to the workplace or Town operations.

Employees may not use privileged or confidential information gained because of their employment for personal gain or benefit, or to benefit relatives, friends, or acquaintances.

If an employee or employee's family has any interest (including, but not limited to, serving as partner, stockholder, manager, officer or employee), in any business that sells products or services to the Town or if an employee has access to Town information that may be used for private gain, the employee must advise the Department Head and, where appropriate, the Town Administrator of such interest in writing. The Department Head and, where appropriate, the Town Administrator will determine whether a conflict of interest exists and will then advise the employee and the employee's supervisor and provide a copy of

the determination letter in the employee's personnel files. If such a conflict is found to exist, the employee may be given the option of terminating either employment with the Town or interest in the business. Failure to comply with these provisions may result in immediate dismissal.

2-C-1A Social media policy

At the Town of Elizabeth, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers around the world. However, use of social media also presents risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

Guidelines

In the rapidly expanding world of electronic communication, *social media*, includes all means of communicating or posting information or content of any sort on the Internet, including your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether associated or affiliated with Employer, as well as any other form of electronic communication.

The same principles and guidelines found in this Handbook's policies apply to your activities online. Employees are solely responsible for what they post online. Before creating online content, consider the risks and rewards that are involved. Social media posts and comments that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects members, customers, suppliers, or people who work on behalf of the Town may result in disciplinary action up to and including termination.

Be respectful

Always be fair and courteous to fellow employees, customers, members, suppliers, or people who work on behalf of the Town of Elizabeth. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your supervisor or co-workers than by posting complaints to a social media outlet.

Be honest and accurate

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives everything; therefore, even deleted postings can be searched.

Post only appropriate and respectful content

- Maintain the confidentiality of Town records that are private or confidential information. Do not post internal reports, policies, procedures, or other internal business-related confidential communications that you possess only because of your association with the Town of Elizabeth.
- Do not create a link from your blog, website, or other social networking site to a Town website.
- Express only your personal opinions. Never represent yourself as a spokesperson for the Town. If the Town is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Town, fellow employees, elected officials, customers, suppliers, or people working on behalf of the Town.

Using social media at work

Refrain from using social media while on work time or on equipment we provide unless it is work-related as authorized by your manager or consistent with this Handbook. Do not use your Town of Elizabeth email address to register on social networks, blogs or other online tools utilized for personal use.

Prohibition of Retaliation

The Town prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy, or for cooperating in an investigation, will be subject to disciplinary action, up to and including termination.

2-C-2 Gifts, Favors & Honoraria

Amendment 41 is a citizen initiative which was adopted by Colorado voters during the 2006 general election. Amendment 41 places restrictions on gifts, broadly defined, given to Colorado public officials, government employees, and their immediate family members. Such persons are prohibited from receiving gifts with value exceeding sixty-five (\$65.00) dollars.

- Acceptance of Honoraria – Amounts for this type of scholarship may exceed \$65.00 if certain conditions are met. Contact your supervisor or Department Head for details.
- Acceptance of prizes, lottery winnings and items at silent auctions may be accepted if the competition was fair and open to everyone similarly situated.

Employees should contact their supervisor or Department if they have any questions concerning the potential receipt of gifts as a Town employee.

2-C-3 Speaking to the Media - Public Relations

The Town Administrator may designate a Public Information Officer (PIO) who will respond to media requests for information and interviews. The PIO is authorized to make public statements about operations and issues concerning the Town. Additionally, the Chief of Police is authorized to respond to media requests for information and give interviews pertaining to the operations of the Police Department. All requests for interviews should be coordinated, as necessary, with the Town Administrator or the PIO.

Media contacts

Employees should not speak to the media on the Town's behalf. All media inquiries should be directed to the Town's Administrator, PIO, or Department Head. In accordance with the Colorado Open Records Act, requests for records, reports, or written information should be directed to the Town Clerk's Office, Police Department, or Municipal Court, depending on the nature of the request.

2-C-4 Open Records Requests

Request for Records forms are available in the Town Clerk's Office, at the Police Department and at the Municipal Court. Except as required by law, no information about individuals will be released to state, federal or other agencies that enable the identification of any person by name, address, Social Security number or other coding procedures. If records are to be inspected by an outside agency, the individual(s)

who inspect the records must be specifically authorized to do so by the Town Administrator. The taking of notes, copying of records, or removal of records is specifically prohibited regardless of any release provided. Employees will not discuss any individual's record with unauthorized individuals, whether on or off-duty. (See Section 1-A-9, Open Records Statement)

2-C-5 Tobacco Use

In the interests of employee and public health, the use of tobacco products is prohibited on Town owned or leased property, vehicles, parks, and other equipment. Tobacco shall include cigarettes, cigars, pipes, vaping pens, electronic cigarettes, snuff, chewing tobacco or any other product intended to provide nicotine.

2-C-6 Employee Appearance

Town of Elizabeth staff members are expected to present a clean and professional image to visitors, customers, and the public. Acceptable personal appearance is an ongoing requirement of employment with the Town. Supervisors should communicate any department-specific workplace attire and grooming guidelines to staff members during new-hire orientation and evaluation periods. Any questions about the department's guidelines for attire should be discussed with the immediate supervisor.

The Town recognizes the importance of individually held religious beliefs to persons within its workforce. The Town will reasonably accommodate a staff member's religious beliefs in terms of workplace attire unless the accommodation creates an undue hardship on the Town or other employees. Accommodation of religious beliefs in terms of attire may be difficult considering safety issues for staff members. Those requesting a workplace attire accommodation based on religious beliefs should be referred to the Town Administrator.

2-C-7 Telephone Usage

The primary purpose of all desk phones and Town-issued cell phones are for employees to conduct Town business. Personal long-distance phone calls from a land line are not allowed. Personal phone calls during working hours distract employees from their duties and may be disruptive to coworkers. Employees should limit the placing or receiving of personal calls during working hours. Any charges billed to the Town with respect to an employee's making or receiving of personal long-distance calls shall be promptly reimbursed by the employee.

The employee has sole responsibility for a Town-issued cell phone. Care should be taken to avoid equipment theft and damage. In the case of negligence, the employee may be responsible for replacement costs. Texting on a cell phone for any purpose while driving a vehicle is prohibited. If you must receive or read or send a text message, pull the vehicle you are driving over to the nearest, safe place.

2-C-8 Emergency Delayed Opening or Closure of Town Facilities –Non-exempt employee pay

The purpose of this policy is to provide for a consistent and uniform approach when delaying or closing Town facilities due to a severe weather event or other emergencies. This policy covers all full-time and regular part-time employees. It is the policy of the Town of Elizabeth to make every effort to maintain regularly scheduled work hours. Town services will continue in normal operations unless specifically

delayed or closed by the Town Administrator or his/her designee. At times, a severe weather event or other emergency can disrupt Town operations. To minimize travel during a severe weather event or other emergencies, the Town may delay opening or may close Town facilities and operations. If the Town Administrator closes or delays town facilities or operations, employees will be paid for their regularly scheduled hours during the period of closure as if those hours were worked, not to exceed the regularly scheduled hours for their entire shift.

If there has been no delay or closure approved by the Town Administrator, employees are encouraged always to use their best judgment and not to attempt to come to work if they are uncomfortable traveling in inclement conditions. If the weather conditions impede an employee from attendance or require an employee to depart the premises early from their regularly scheduled shift, but Town facilities/services have not been delayed or closed, employees are permitted to take accumulated leave, or an alternate work schedule as permitted at the sole discretion of the Department Head. In all instances, employees are required to request approval from their direct supervisor before altering their schedule due to weather conditions.

This policy does not apply to sworn police department personnel who are required to work based on assignment by the Chief of Police.

Notification to Town Employees: Once the Town Administrator has made the decision to delay or close operations, the Town Administrator or designee will send an e-mail to all Town employees to notify them. Department Heads will utilize phone trees and other departmental established methods to communicate with all employees. Employees should always call their direct supervisor if they have a question about whether Town facilities are open or closed.

Employees on any pre-approved leave or otherwise not scheduled to work during the affected period are eligible for payment under this policy. For example, if an employee is out on a pre-approved vacation or PTO during the declared closing, the pre-approved vacation or PTO hours will not be deducted from their accrued time.

2-C-9 Travel

From time to time, employees may be required to travel on official business. Employees must receive written approval for travel from the Department Head prior to incurring any expense for said travel.

Allowable meal and mileage reimbursement rates for approved out-of-town travel are as follows:

- Meals will be reimbursed at the current per diem rate as determined by the current rate paid by the State of Colorado.
- Mileage – The Town will reimburse mileage when private vehicle use is authorized by Department Head at the rate which is set from time-to-time by the Internal Revenue Service.

Upon completion of travel, a Reimbursement Request must be filed to obtain reimbursement for approved travel expenses. The Reimbursement Request shall contain a statement as to the purpose of the travel as well as receipts for all expenses included in the request. Lodging, meals, and other reimbursable travel expenses shall only be reimbursed for the period necessary for the traveler to accomplish the Town's business. If lodging, meals, or transportation expenses are included in conference fees, registration fees or are otherwise furnished at no additional cost to the traveler, no reimbursement

shall be made for these items unless upon prior approval of the Town Administrator. All reimbursement requests must be submitted no more than ten (10) business days from the return of travel.

Employees authorized to travel shall be reimbursed the actual cost of reasonable accommodations. Employees may be required to use approved or designated lodging facilities to assist in controlling travel costs. Employees authorized to travel shall be reimbursed for the cost of meals, including tax and a not-to-exceed 15% tip on the meal before tax, and other incidental expenses. Travel expenses reimburse up to the then current IRS rate.

The following travel expenses shall not be reimbursed:

- Alcoholic beverages purchased by the traveler.
- Entertainment expenses paid by the traveler, unless approved by the Town Administrator in advance.
- Travel insurance expenses paid by the traveler.
- The cost of traffic fines and traffic tickets.

The Town shall not reimburse the cost of an employee's spouse or other person(s) accompanying the employee on a business trip. A spouse may share a room or otherwise accompany the employee on authorized travel, but it shall not increase the cost of the employee's travel, nor shall it be reimbursed in any way.

Out of state travel may be permitted for business-related training and/or required meetings. Out of state travel will be subject to prior approval by the Town Administrator.

2-C-10 Open Door Policy

The Town offers an "open door" policy. All employee input is considered confidential, to the extent permitted by law, and can be presented without fear of personal recrimination to the employee or his /her position. All employees are encouraged to provide input and suggestions concerning the overall operation and programs of the Town, following the proper channels of communication. Employees should initially bring their comments to their immediate supervisor. In some cases where appropriate, employees may first approach their Department Head or, in appropriate instances, the Town Administrator.

2-C-11 Code of Ethics

Employees of the Town of Elizabeth:

- Will not discriminate against or refuse services to anyone based on race, creed, color, religious convictions, gender, age, national origin or ancestry, disability, marital or military status, sexual orientation, gender identity, gender expression, genetic information, or any other classification protected under applicable law.
- Will not use professional relationships to further personal interests.
- Will evidence a genuine interest in all persons served and dedicate themselves to always helping them.

- Will respect the privacy of persons served and hold in confidence all information obtained in the course of service and when storing and disposing of customer records. Such information and records shall be subject to disclosure only in accordance with applicable law.
- Will, upon termination, or resignation maintain employer/employee confidentiality and will hold as confidential any proprietary information obtained concerning the Town.
- Will respect the rights and views of co-workers, and treat them with fairness, courtesy, and good faith.
- Will maintain the trust of the public and co-workers by extending respect and cooperation to all.
- Will make every effort to avoid relationships that could impair professional judgment.
- Will not engage in or condone any form of harassment or discrimination.
- Will not use public service to bestow any preferential benefit on anyone related to a public official or employee by family, business, or social relationship.
- Will not advise on problems outside the bounds of competence.
- When replacing a co-worker, or being replaced, will act with consideration for the interest, character and reputation of all parties involved as a professional.
- Will report any co-worker who has violated these or other ethical standards.
- Will continually assess personal strengths, limitations, biases, and effectiveness and strive to become and remain proficient in the performance of duties.
- Will act with professional integrity.
- Will seek assistance for any problem that impairs performance; and
- understands that violation of this code of ethics may result in disciplinary or corrective action, up to and including termination.

2-C-12 Drug-Free Workplace

The Town has adopted a Drug and Alcohol Policy which is included in this handbook and establishes guidelines for maintaining a Drug-Free Workplace as defined in the Federal Drug-Free Workplace Act.

It is against Town policy for an employee to use, possess, or be under the influence of any alcoholic beverage, drug, or controlled substance (as defined by C.R.S. § 18-18-102(5) and 21 USC §812 and, in the event of a conflict, the more restrictive shall apply) while on the job, while driving a Town vehicle, or while driving a personal vehicle on Town business.

For the purposes of this policy, "on the job" includes all periods of time when an employee is compensated. An employee is considered under the influence when the ability to perform his/her job is impaired, or the ability to function effectively in the workplace is impaired in the opinion of the Town, or the ability to perform the job and function safely as to himself/herself, fellow workers, or the public is impaired.

Employees who are suspected of being under the influence of alcohol, drugs or a controlled substance may be compelled by the Town to take a blood test, hair sample, urine test, breath test, or any combination of the four (4). An employee who refuses to take the ordered test will be subject to disciplinary action up to and including termination. An employee found to be under the apparent influence of alcohol, drugs, or a controlled substance while on the job will be subject to disciplinary action up to and including termination. An employee who tests positive for alcohol, drugs, or controlled substances, because of an ordered test, including a random test, is "under the influence" for purposes of this policy.

If an employee needs to take prescribed drugs under a physician's direction that may affect that employee's ability to perform his/her job in a safe and productive manner, the Town requires for the employee's safety and that of others, that the employee's supervisor be informed that he/she is taking such drugs and their effect on his/her work. Failure to inform the supervisor may subject the employee to disciplinary action up to and including termination. A "prescribed drug" under this Section does not include the medical use of marijuana pursuant to written documentation provided by a physician to a patient, as these terms are defined by Colo. Const. Art. XVIII, Section 14, nor does it apply to any personal use of marijuana pursuant to Colo. Const. Art. XVIII, Section 16.

In addition, it is against Town policy for any employee, regardless of position, to use, possess, or be under the influence of *any* illegal drug or controlled substance – including marijuana - on or off duty. The purpose of this restriction is to comply with Federal Law, which still criminalizes marijuana and its derivatives.

2-C-13 Government and Political Activity

The Town of Elizabeth encourages employees to take an active interest in government and to participate in political affairs. All employees have the right to express their opinions on political issues and candidates, and are also encouraged to exercise these rights; provided, however, that such employee activity is subject to the following conditions:

- Non-partisan position of the Town - No action will be allowed by any person that infringes upon the right of any employee to decide which candidates or positions to support. The Town will not endorse or contribute to any political candidate or party.
- Individual actions - No employee is allowed to give the impression that any political action or position represents the Town. All political activities are to be done as the actions of individuals, on their own time, and away from Town facilities.
- No employee is allowed directly or indirectly to coerce, attempt to coerce, command, or advise any other employee to pay, lend or contribute anything of value to a party, committee, organization, agency, or person for any political purpose.

Employees who wish to seek elective office shall inform their supervisors and the Town Administrator. Subject to the requirements of law, the Town grants leave to employees who are seeking elective office, for the purposes of campaigning for and fulfilling the responsibilities of office, if elected. Employees who are granted leave under this policy must use paid time off or compensatory time.

2-C-14 Teleworking

The Town of Elizabeth supports the limited use of teleworking in those instances where work at home, on a full-time or part-time basis, is an acceptable alternative to the usual Town worksite. The Town Administrator has the discretionary authority to approve the use of teleworking. In determining a job's suitability for teleworking, the Town Administrator will take into consideration the following factors:

- Nature and scope of the employee's primary job assignment.
- Impact on customer service.
- Expense to the Town for setting up a workstation.

- Employee's past performance; and
- Benefits to the Town, such as employee retention, increased productivity, ADA accommodation and limited availability of office space.

Should the Town Administrator approve the use of teleworking, additional requirements may apply per the items below. The employee may be required to enter into a teleworking agreement. At a minimum, the agreement will cover the following:

- Nature and scope of the work to be performed.
- Time reporting requirements.
- Overtime reporting requirements.
- Equipment to be provided by the Town or by the employee.
- Reimbursable expenses.
- Information security requirements.
- Insurance requirements and liability coverage; and
- Workers' Compensation coverage and accident reporting requirements.

This policy does not apply to those situations where an employee, with the immediate supervisor's permission, may occasionally work at home to complete a report or special project. Teleworking is not to be used as a regular substitute for child or elder care. Other care arrangements must be available during working hours if there are young children or elderly individuals in the home.

2-C-15 Courtesy

Employees of the Town of Elizabeth are always expected to be courteous and polite. Courtesy, or lack thereof, is most noticeable at public counters, reception desks, and in telephone contacts. Courtesy in outside jobs, where public contacts may be more casual, is just as important. Courtesy in handling public contacts means more than being polite to those who are polite to you. Since our Town services are for all citizens of Elizabeth, courtesy is due them regardless of the type of complaint or demand made.

Although much responsibility for courtesy is placed upon a public employee, employees are not required to take harassment, threats, or excessive abuse from anyone. If an employee receives any threats, is harassed, or abused in any way, physically or verbally, the employee should leave the area immediately and report, in detail, the situation to a supervisor or Department Head so that he/she is aware of the circumstances and can follow up with the appropriate action with the proper officials. Should the employee, in his/her own evaluation of the situation, feel that contacting 911 is necessary, he/she is encouraged to do so.

2-C-16 Whistleblower Policy

The Town of Elizabeth encourages all employees to provide input and suggestions concerning the overall operation and programs of the Town as well as to report actions that they reasonably believe violate a law or regulation or to constitute fraudulent accounting or other unethical practices. This policy is intended to provide an opportunity for employees to report such actions should they ever suspect or witness any actual occurrence of illegal, unethical, or inappropriate behaviors or practices without fear of retribution or retaliation.

Employees should report as soon as possible, but not longer than fourteen (14) days after the event, the suspected or actual event to his /her immediate supervisor. If the employee is uncomfortable or otherwise reluctant to make the report to his/her supervisor, then the employee shall report the event to the next highest level of management. In the event the Town Administrator is involved, the report should be made to the mayor. An employee may choose to report any concerns anonymously.

The employee shall receive no retaliation or retribution because of a report provided in "good faith". "Good faith" for purposes of this policy 2-C-16 means that the employee has a reasonably held belief that the report is true and has not been made either for personal gain or for any ulterior motive or with malice to damage another employee, Town official or the Town of Elizabeth. An employee who makes a report in other than good faith shall be subject to corrective action, up to and including termination, to protect the reputation of the organization, members of the governing body and staff. Anyone who retaliates against an employee who reported an event in good faith will be subject to corrective action, up to and including termination.

The supervisor, Department Head, or Mayor (in instances involving the Town Administrator) who receives a report of illegal, unethical, or inappropriate behaviors or practices must promptly act to investigate and/or resolve the issue. If the investigation of a report, that was done in good faith and investigated by internal personnel, is not to the employee's satisfaction, then he/she has the right to report the event to the appropriate legal or investigative agency.

The identity of the employee, if known, shall remain confidential to those persons directly involved in applying this policy, unless the issue requires investigation by law enforcement in which case members of the organization are subject to subpoena.

2-C-17 Town Property

Employees who use or have Town property in their possession are expected to treat it with the same care as they would their own property. All tools and equipment are to be returned in good condition, ordinary wear and tear excepted. Replacement or repair of property that is lost, damaged, or destroyed due to the employee's willful act or carelessness will be considered a legal obligation and indebtedness of the employee and will be replaced or repaired at the employee's expense.

Whether or not performed on the Town's premises, work which employees perform and are paid for by the Town is the property of the Town of Elizabeth. This includes inventions, works of authorship, improvements, designs, developments, and discoveries that relate in any manner to the present or prospective activities of the Town.

Any Town property issued to employees, such as keys, equipment, tools, manuals, handbooks, records, or uniforms, must be returned at the time of termination or resignation or whenever requested by a supervisor. Employees are responsible to pay for any lost or damaged items. As a condition of employment with the Town, all employees agree that the value of any property issued to and not returned by an employee will be considered a legal obligation and indebtedness of that employee and may be deducted from such employee's final paycheck.

2-C-18 Operation of Town or Private Vehicles

Employees who do not have a valid Colorado driver's license or who are not insured against liability, as required by state law, are not authorized to drive any vehicle while perform work duties for the Town. An employee's driving record must be acceptable to the Town and if applicable, the Town's insurance carrier, or the employee will not be authorized to drive in the course of employment. A Motor Vehicle Record (MVR) for prospective and current employees whose job duties require them to routinely operate a Town vehicle will be obtained and reviewed in accordance with the Town's current operating procedures.

If an employee's job duties include driving, then any change in the employee's driver's license status, driving record or insurance coverage must be reported in writing by the employee to his/her Department Head by the next business day.

Employees shall always observe safe and lawful driving practices. Seat belts must be always worn while traveling in a Town-owned vehicle or personal vehicle on Town business. It is the employee-driver's responsibility to ensure that all passengers buckle-up before beginning to operate the vehicle.

Property damage to vehicles that occur while an employee is driving the vehicle or is in control of the vehicle is the employee's responsibility. The Town has no obligation to pay for damage to an employee's vehicle that occurs while the vehicle is on the Town's premises or while it is being used for job-related purposes unless the damage is caused by the Town's negligence and is not due to any negligence by the employee.

NONDISCRIMINATION

Section Three - Equal Employment Opportunity

3-A-1 Equal Employment Opportunity Statement

The Town of Elizabeth believes that equal opportunity for all employees is important for the continuing success of the organization. In accordance with state and federal law, the Town will not discriminate against an employee or applicant for employment with regard to race, creed, color, religious convictions, gender, age, national origin or ancestry, disability, marital or military status, gender identity, gender expression, genetic information, or any other classification protected under applicable law or non-job related factors in hiring, promoting, demoting, training, benefits, layoffs, terminations, recommendations or rates of pay or other forms of compensation. Opportunity is provided to all employees based on qualifications and job requirements.

Non-Discrimination

3-B-1 Non-Discrimination Statement

The Town of Elizabeth believes in equal employment opportunity for all individuals without regard to race, creed, color, religious convictions, gender, age, national origin or ancestry, disability, marital or military status, gender identity, gender expression, genetic information, or any other classification protected

under applicable law. This policy extends to all terms, conditions, and privileges of employment as well as the use of all Town facilities and participation in all Town-sponsored activities.

Harassment, retaliation, coercion, interference, or intimidation of any employee due to that employee's race, creed, color, religious convictions, gender, age, national origin or ancestry, disability, marital or military status, gender identity, gender expression, genetic information, or any other classification protected under applicable law is strictly forbidden, and any employee who experiences such activity should report it immediately to his/her supervisor or the Town Administrator, as the employee may choose. If such activity involves the Town Administrator, the employee may raise the issue with the Mayor or Town Attorney.

When any such activity is reported, an appropriate inquiry or other investigation will be made and, when necessary and appropriate, if the perpetrator is a Town employee, corrective action may be undertaken consistent with other policies stated in this Handbook and the requirements of applicable law. Such investigation or inquiry shall remain confidential, to the extent possible.

Americans With Disabilities Act Compliance

3-C-1 Policy

The Town of Elizabeth welcomes applications from people with disabilities and does not discriminate against them in any way. The Town complies with the Americans with Disabilities Act (ADA) of 1990 by:

- Considering all applicants with disabilities for employment using the same criteria as are used for the employment of persons without disabilities.
- Considering employees with disabilities for promotion using the same criteria that are used for the promotion of employees without disabilities.
- Making scheduling and other adjustments to reasonably accommodate employees with disabilities.
- Educating employees to the fact that individuals with disabilities may be employed by the Town and should not be discriminated against.
- Posting notices explaining the provisions of ADA and employee rights under the law; and
- Taking steps to make its facilities barrier-free and accessible according to appropriate federal and state statutes.

Sexual and Workplace Harassment

3-D-1 Policy

It is the policy of the Town of Elizabeth to maintain a work environment that is free of violence, physical and verbal harassment, or intimidation from other employees, vendors, contractors, or members of the public.

The Town of Elizabeth will not tolerate sexual harassment of its employees. This means that the following behaviors are grounds for corrective action, up to and including termination, and/or possible criminal charges:

- Unwelcomed sexual advances.
- Requests for sexual acts or favors.
- Insulting or degrading sexual remarks or conduct directed against another employee.
- Threats, demands, or suggestions that an employee's work is contingent upon toleration of or acquiescence to sexual advances.
- Retaliation against employees for complaining about such behaviors; and
- Any other unwelcome statements or other verbal or physical conduct based on sex or of a sexual nature that are sufficiently severe or pervasive as to unreasonably interfere with an individual's work performance, or create an intimidating, hostile, or offensive working environment.

Harassment on the basis of protected classifications, other than sexual harassment, including slurs and other verbal or physical conduct relating to an individual's race, creed, color, religious convictions, gender identity, age, national origin or ancestry, disability, marital or military status, gender identity, gender expression, genetic information, or any other classification protected under applicable law which has the purpose or effect of creating an intimidating, hostile or offensive working environment, or has the purpose or effect of unreasonably interfering with an individual's work performance, or otherwise adversely affects an individual's employment opportunities is not acceptable and may subject the perpetrator to corrective action, up to and including termination, and/or possible criminal charges.

Any person who has a complaint of sexual harassment on the above grounds against a superior, co-worker, vendor, or person we serve should bring the problem to the attention of the Town. Complaints may be raised with any of the following persons as the employee chooses:

- Employee's Supervisor or Department Head.
- Town Administrator; or
- Town Attorney (if the complaint involves the Town Administrator).

The Town prohibits retaliation against anyone for having raised such a complaint in good faith or while cooperating with an investigation of a complaint. Complaints will be investigated and handled as confidentially as possible in the manner described below.

Complaints of sexual harassment will be investigated as promptly as possible. The allegations of the complaint and the identity of the persons involved shall remain as confidential as possible to enable the Town to conduct a full and impartial investigation, remedy violations, monitor compliance, and administer this policy.

The investigation will include, but will not be limited to, discussion with the involved parties and witnesses. A report shall be forwarded to the Town Administrator with recommendations concerning remedial action, if necessary. The Town Administrator will review the recommendation, determine the corrective action, if any, and notify all parties of his/her decision and implement that decision. The decision of the Town Administrator shall be considered final.

If the alleged harassment involves the Town Administrator, the investigation shall be conducted by an outside investigator in coordination with the Town Attorney. Any report shall be forwarded to Town Board of Trustees, which shall determine the appropriate corrective action, as necessary.

3-D-2 Anti-Violence - Prohibited Actions

To ensure a safe, violation-free workplace, the following are prohibited:

- Verbal intimidation, threatening or hostile behavior or physical assaults.
- Vandalism, arson, or sabotage; and
- Horseplay resulting in physical violence or physical abuse.

“Verbal intimidation, threatening or hostile behavior” references a type of behavior that is aggressive and intended (or reasonably interpreted to have been intended) to hurt another person, physically or mentally. This type of prohibited behavior is threatening, humiliating, intimidating or sabotage that interferes with work, or some combination thereof. This prohibited behavior is behavior in the workplace that a reasonable person would find hostile, offensive, and not obviously related to employment.

Verbal or written reprimands related to an employee’s work or work product are generally not prohibited actions and do not rise to the level of aggression contemplated by this section. However, reprimands or criticism that are delivered with yelling and screaming is prohibited.

3-D-3 Procedures and Responsibilities

When any employee observes, or is exposed at work to any act of violence, threat of violence or other conduct described in Section 3-D-2, the following procedures apply:

- Call 911 immediately.
- Notify their supervisor, Department Head, or Town Administrator to implement security procedures.
- The supervisor, where the violence has occurred, will immediately place the offending employee or employees on administrative leave and cause an immediate investigation of the situation to be initiated, and will take appropriate disciplinary action at the conclusion of the investigation, if necessary; and
- Non-employees who engage in threats, intimidation, hostile action, or physical assaults will be removed by a certified police officer. The Town may file a criminal complaint and request denial of access to Town property as a condition of bond or probation. The Town may inform the non-employee by certified mail or service of process that access to the Town property where the act occurred is denied.

No employee will be subject to corrective action for disclosure of information to a supervisor, Department Head, the Town Administrator, or Town Attorney (in the case of allegations against the Town Administrator) where the employee made the disclosure in good faith.

Immigration Reform and Control Act of 1986

3-E-1 Policy

The Immigration Reform and Control Act of 1986 requires that the Town of Elizabeth ensure that employees are authorized for employment in the United States. Therefore, only individuals lawfully authorized for employment in the U.S. will be employed. In connection with the Immigration Reform and

Control Act of 1986, and Colorado Statute, the Town must collect certain information on INS Form I-9 and review certain documentation concerning the employment authorization of individuals hired after November 6, 1986. This information and documentation will be used only for compliance with the Immigration Reform and Control Act of 1986 and not for any unlawful purpose. If your employment authorization changes or terminates after the start date of your employment, please inform the Town Clerk's Office immediately.

EMPLOYMENT CONDITIONS & PROVISIONS

Section Four - Hiring Procedure

4-A-1 Hiring

The objective of the hiring effort will be to hire the most qualified applicant available, as determined by the Department Head and Town Administrator. Promotions must also adhere to this procedure. The following summarizes the major elements of the Town's hiring practices, and its adherence to the Colorado "Equal Pay for Equal Work Act". (C.R.S. §8-4-101 et seq.)

All open positions that the Town is seeking to fill shall be posted on the Town's website and emailed to all current Town staff. The job postings may additionally be shared on applicable job boards and distributed through other means of recruitment. The posting period for which the position is open must be no less than five (5) business days as to provide a reasonable effort for candidates to apply. Candidates for the position(s) shall not be pre-selected or offered the position prior to this process occurring.

Each job posting must include the official position description, compensation, and benefits. Candidates will be solicited, screened, and selected according to a recruitment plan facilitated by the Department Head and approved by the Town Administrator.

All individuals seeking employment for an open position shall complete and sign a standard Town application form. Resumes and any other supporting documents may also be required for certain positions. Any falsification or willful omission of information on the official application form or resume will be considered grounds for elimination from further consideration for employment, or, if employed at the time of discovery, for dismissal.

Applicants will be screened to determine who should become candidates for an interview. Job candidates may be interviewed by more than one person, including the position's supervisor. References and criminal history will be checked on all candidates to whom conditional job offers may be made prior to offers being made. Driving records, credit report, etc., may also be checked upon authorization of the candidate.

4-A-2 Conditional Offer Letter

When the Town of Elizabeth has decided on the best candidate for the open position, the Town Administrator, or his/her designee, will send that candidate a conditional offer letter which states the specific position, name of the organization, starting date, beginning pay or salary, the offer of employment, and any conditions of the offer of employment. The prospective employee must sign and return the letter to the Town of Elizabeth either accepting or declining the position. Failure to return a letter accepting the position within the time stated shall be considered a rejection of the offer.

4-A-3 Medical Examinations

Subject to the requirements of applicable law, the conditional offer letter will instruct the prospective employee of certain conditions of employment. Those conditions may include satisfactory results of a drug screening and/or a medical examination by medical personnel of the Town's choice. Costs associated with a medical examination and/or drug screen test required of an employee or applicant of the Town shall be paid by the Town.

4-A-4 Department Specific Hiring Procedures

Certain Town departments may have specific needs for testing and screening candidates such as, but not limited to, fingerprinting and extensive background investigations. Candidates will be alerted to such requirements during the hiring process.

4-A-5 Licenses & Certifications

Employees whose jobs require professional license or certification must present documentation of their license or certification prior to employment. The Town of Elizabeth reserves the right not to pay the cost of employee's obtaining their license or certification, however, the Town will pay to maintain each license and/or certificate in a status that is required for Town employment. The Town may require by separate agreement that an employee remain employed by the Town for a minimum of two (2) years from the completion of said training. Failure to comply with this provision will require the employee to refund the Town's payment or result in a deduction of the amount from the employee's final paycheck.

Copies of the license or certification, plus copies of all renewal or changes, must be provided by the employee for inclusion into their personnel file. Employees must notify their supervisor before the next scheduled workday of any changes in the status of their license or certification.

4-A-6 Trial Period

Whenever the term "trial period" is used in this Handbook, it shall mean up to the first six (6) months of employment for a newly hired, non-police employee. All sworn Police Department personnel are subject to a twelve (12) month trial period. An employee's trial period may be extended up to six (6) months if, in the opinion of the employee's supervisor, the Department Head, and the Town Administrator, the initial trial period was not sufficient to assure the capability of the employee to serve in their position.

Employees whose service is satisfactory during the trial period may become regular full-time or part-time employees, subject to the availability of funds, the continued existence of the position, and continued satisfactory work performance in the position.

An employee may be terminated with or without cause at any time during and after the trial period

At least two (2) weeks prior to the time when a trial period is scheduled to end, the employee will be given a non-compensation-related performance evaluation. The review will be conducted by the employee's immediate supervisor and Department Head based on the trial employee's strengths and weaknesses. The evaluation will determine whether: a) the employee should be classified as regular full-time or part-time, (b) the employee should continue as a trial employee for a period not to exceed an

additional six (6) months, or (c) the employee should be dismissed. Successive evaluations will be given annually in accordance with Section 6-A-1.

During the trial period, the employee is eligible for employee benefits such as vacation and sick leave (for employees hired before January 1, 2022) and PTO. However, vacation leave will be earned credit and applied to the employees leave after a period of six (6) months of service. If the employee separates employment at any time during the trial period, then credited benefits will be deemed not to have been earned and no compensation with respect to such unearned benefits will be due to the employee upon termination.

A current employee, who is promoted/transferred to another job, is subject to these policies; provided, however, that employees already receiving benefits when placed on trial status will retain those benefits if promoted.

4-A-7 Orientation

New employees will undergo an orientation to acquaint them with the Town's policies and procedures, their jobs, and their internal and external working relationships. The orientation will consist of three (3) parts:

- **Payroll & Benefits** – All new employees will be oriented on payroll, benefits, the preparation of their timesheet and fill out all employment-related forms. All regular full-time and part-time employees will receive a copy of the Employee Handbook at this time.
- **Orientation to the Organization** – This part of the orientation will focus on compensation and benefits and the expectations of the Town regarding its employees. During this part of the orientation, the employee will be asked to sign a document acknowledging receipt of the Handbook and his/her understanding of the material in it.
- **Orientation to the Job** - The new employee's immediate supervisor, as designated by the Town Administrator, generally will orient the employee to the job and the internal and external working relationships. The purpose of this part of orientation is to give employees a level of success to aim for, to assist them in succeeding and to give feedback to them on performance.

4-A-8 At-Will Statement

ALL EMPLOYEES UNDERSTAND THAT ANY EMPLOYMENT WITH THE TOWN OF ELIZABETH IS AT-WILL AND OF AN INDEFINITE DURATION, AND THAT EITHER THE TOWN OR THE EMPLOYEE MAY TERMINATE EMPLOYMENT AT ANY TIME, WITH OR WITHOUT CAUSE AND WITH OR WITHOUT ADVANCE NOTICE. NO AGREEMENT TO THE CONTRARY WILL BE RECOGNIZED UNLESS SUCH AN AGREEMENT IS IN WRITING AND SIGNED BY THE TOWN ADMINISTRATOR OR IS APPROVED BY AND SIGNED ON BEHALF OF THE BOARD OF TRUSTEES. THIS HANDBOOK DOES NOT, AND IS NOT INTENDED TO, CREATE AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT BETWEEN THE TOWN AND ANY EMPLOYEE. NOTHING IN THIS HANDBOOK, OR IN ANY OTHER TOWN DOCUMENT, CAN CHANGE OR SUPERCEDE THIS "AT-WILL" STATEMENT.

Rates of Pay & Salary

4-B-1 Salary Ranges and Pay Grades

Pay grades have been established for each position with the Town of Elizabeth. Any modifications to the pay grades must be approved by the Board of Trustees. Changes to existing pay grades are determined by the Town Administrator with the prior approval of the Board of Trustees. Regardless of any statement made herein, salary increases or shifts in pay grades depend on the Town's ability to meet its budget.

Pay grades take into consideration many factors, including the following: diversity and complexity of duties, level or responsibility and independent judgment, location of the position within the organization, education, experience, and other qualifications, prevailing salaries in similar municipalities and local salary patters, and other applicable legal requirements.

Employees work performance is evaluated annually, and may result in an adjustment to compensation, based on the employee's work, current compensation, and the Town's financial condition. All salary increases are based on merit and performance as indicated in the final written evaluation. An employee's length of service does not justify a salary increase.

4-B-2 Pay Periods

The Town of Elizabeth employs a bi-weekly pay plan. The pay period begins at 12:00 AM Sunday and ends fourteen (14) days later at 12:00 AM Sunday. Schedules listing pay days and the cut-off for the submittal of timesheets are posted in each department.

Timecards or electronic records are transferred to the Department Heads at the end of each pay period and submitted to payroll no later than the subsequent Tuesday. Paychecks/Direct Deposit statements are distributed on Friday following the end of a pay period. There shall be **no** advancement of pay prior to the scheduled pay day.

The Town makes every effort to ensure its employees are paid correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes do happen and are called to the Town's attention, the Town will promptly make any correction that is necessary. Please review your pay stub when you receive it to make sure it is correct and, if you believe a mistake has occurred, or if you have a question, please contact HR or your supervisor as soon as possible.

4-B-3 Payroll Deductions

Deductions from each employee's paycheck include the mandatory and voluntary deductions described below:

- Mandatory deductions include the employee's share of Medicare, social security or FPPA, state and federal taxes, Police Pension for full-time police department employees. An employee's paycheck may also be made subject to a wage assignment or garnishment for child support, spousal maintenance, money judgments, or the like, pursuant to valid orders of courts of competent jurisdiction. All mandatory deductions are made without written authorization of the employee and in accordance with the requirements of applicable law; and

- Voluntary deductions will be made only with the written authorization of the employee for reasons or purposes previously authorized by Board of Trustees. Voluntary deductions may include sums designated for retirement plans or health and life insurance not paid for by the Town. The deadlines for changes in voluntary deductions are determined by the specific policies of the plan. All voluntary deductions are made after receiving written authorization from the employee.

An itemized statement of all deductions from the employee's wages shall be provided to each employee.

4-B-4 Compensatory Time

All nonexempt employees, except those as defined in Section 4-C-2, shall be granted compensatory time off for work in lieu of overtime wage payments for all hours worked more than the following:

- Forty (40) hours in one workweek.
- Twelve (12) hours in one workday; and
- Twelve (12) consecutive hours, regardless of whether the work period overlaps into a second day.

Compensatory time shall be granted at the rate of one and one-half (1-1/2) hours for each hour worked in excess as described above. Paid vacation days, paid sick leave, paid holidays (unworked), paid time off (PTO) or paid injury leave shall not be considered a day worked and shall not be counted for the purpose of computing compensatory time benefits. Compensatory days off from work that are counted against earned compensatory time are not considered worked days for the purpose of computing compensatory benefits.

Accrued comp-time shall not exceed forty (40) hours. If an employee is at the maximum for accrued comp-time, the employee will be paid for any overtime that is earned in excess of the maximum amount allowed for comp-time. If accrued comp-time has not been taken by December 31, the balance of accrued comp-time will be paid to the employee. Compensatory time is not transferable from one employee to another. It is the Department Head's, or their designee's, responsibility to inform and properly document any compensatory time worked. Upon termination or resignation, employees shall be monetarily reimbursed for all accrued compensatory time at that employee's current rate of pay. In the event an employee accepts a new position with the Town, any accrued compensatory time shall be paid prior to accepting the new position.

4-B-5 Overtime

No overtime shall be worked or compensated unless prior approval is obtained. The Town prefers to offer compensatory time rather than overtime pay under most circumstances. Any request for pay for overtime hours must be approved, in advance, by the employee's supervisor or Department Head. Nonexempt employees under the Fair Labor Standards Act will be compensated for overtime work at a rate of one and one-half times the employee's regular hourly rate of pay for each hour of work in excess of the following:

- Forty (40) hours in one workweek.
- Twelve (12) hours in one workday; and

- Twelve (12) consecutive hours, regardless of whether the work period overlaps into a second day.

Workdays are days that an employee physically works for the town. Paid vacation days, paid sick leave, paid holidays (unworked), PTO, or paid injury leave shall not be considered a day worked for the purpose of computing compensatory time benefits.

Note: Section 7(k) of the Fair Labor Standards Act [29 U.S.C. 207 (k)] allows an employer to consider law enforcement overtime for those hours worked in excess of 42.75 hours per week or 85.5 hours bi-weekly. The Town of Elizabeth has chosen to set the threshold for law enforcement overtime at 40 hours per week or 80 hours bi-weekly.

4-B-6 Holiday Premium Pay

Nonexempt employees who work forty (40) hours per week and/or whose regular work schedule falls on a “legal holiday” listed in Section 5-B-2 shall be paid up to eight (8) hours at the regular rate of pay and time-and-one-half (1 ½) for hours in excess of eight (8) hours. Nonexempt employees who are “called out” or specifically requested to work on a holiday other than during regularly scheduled work hours shall be compensated at time-and-one-half (1 ½) the regular rate for the hours worked, regardless of whether the employee works more than forty (40) hours for one week.

Employees Required to Work on an Observed Holiday:

Full-time, nonexempt personnel who are scheduled to work on an observed holiday will be paid at their regular rate of pay for actual hours worked, plus they will receive eight (8) hours holiday pay at their regular rate of pay. Employees are not eligible to take the holiday at a future date.

4-B-7 Merit Increases

Merit pay increases shall not be granted automatically but will be based on work performance that is satisfactory or better. The performance of an employee shall be evaluated not less often than annually by the employee’s supervisor or Department Head, as well as completing a self-evaluation prior to the employee being considered for each merit pay increase. The percentage available for merit pay increases will be determined by the Town Administrator and approved by the Board of Trustees with the annual adoption of the budget.

4-B-8 Cost-of-Living Adjustment (COLA)

Cost of living adjustments (COLA) may be made at the discretion of the Board of Trustees, based upon the recommendation of the Town Administrator. Such adjustments depend on the overall financial status of the Town and are neither automatic nor granted on any regular basis. COLA adjustments may be made to employees as a lump sum payment, or as an increase to hourly or exempt pay.

4-B-9 Differential Pay for Temporary Assignment

For the Town to carry on necessary operations, it is sometimes necessary for an employee to temporarily assume the duties of a position of a higher classification in addition to regular duties. This may result

from emergency situations such as sickness, injury, resignations or scheduled short-term absences, and other leaves.

This does not mean that temporary assignments must automatically be assigned upon all supervisory employee absences. When it is necessary to appoint an employee on a temporary, acting basis, the Town Administrator will make the assignment in writing and notify the appropriate parties. Any such temporary assignments may be terminated at any time.

Employees who are temporarily assigned to a higher-grade position for a minimum of twenty (20) days, or otherwise fulfills a duty that is customarily assigned to a position of a higher grade, may be awarded differential pay for the duration of the assignment, with an increase of no more than 5% depending on the circumstances.

Conditions of Employment

4-C-1 Employment Status

Staff categories, as established by the Town of Elizabeth, are as follows:

A Full Time Employee is an employee appointed to a position on a regular, continuous full-time basis of forty (40) or more hours per week. Regular full-time employees are eligible for employee benefits.

A Part Time Employee is an employee appointed to a position on a regular, continuous part-time basis of less than (40) hours per week. Regular part-time employees, working more than thirty-two (32) hours per week, are eligible for employee benefits on a pro-rated basis based on the number of hours worked per week.

A Temporary Employee is an employee appointed for a special project, seasonal, or other position of a temporary or transitory nature. The duration of employment shall not exceed one hundred eighty (180) calendar days or the completion of a particular job or project. Temporary employees are not eligible for benefits.

An Emergency Appointment may be made by the Town Administrator without regard to the rules governing all other appointments in the event of an emergency which the Town Administrator reasonably believes may result in the loss of life, loss of public property, danger or serious inconvenience to the public, or any circumstances which endanger the public health, safety, or welfare. The duration of the emergency appointment shall not exceed the end of the budget year in which the appointment is made or the end of the emergency, as determined by the Town Administrator.

A Trial Employee is any exempt or non-exempt employee who has worked at the Town for less than six (6) months or twelve months (12) in the case of sworn law enforcement personnel.

4-C-2 Exempt & Non-exempt Employees

Employee classifications are determined by the Fair Labor Standards Act (FLSA). Employees fall under one of two classifications: "exempt" or "non-exempt". Each job description states how the position is considered by the Town. Under the FLSA, "exempt" employees are not subject to overtime compensation for work performed, while "non-exempt" positions are subject to overtime compensation. Both the Town

and the employee are expected to promptly resolve any dispute over an employee's classification for FLSA purposes.

4-C-3 Work Schedules

Work schedules are established to meet the needs of the Town and its residents. Schedules may be adjusted from time to time, but the Town will take reasonable steps to refrain from making schedule adjustments that may cause hardship for an employee. For non-exempt employees, the standard workweek shall be forty (40) hours. The Town's workweek is declared to be a seven (7) consecutive day period commencing at 12:00 AM on Sunday and ending at 12:00 AM the following Sunday. The normal standard working hours shall be eight (8) hours a day, five (5) days a week, or where department rules permit, ten (10) hours a day, four (4) days a week. The Department Head may require employees to work other schedules based on the nature of their assignments.

Employees, finding they are unable to report to work on time or unable to report for a full day, must inform their supervisor at least one (1) hour prior to the beginning of their regular work schedule. Good and sufficient reason must be provided for any tardiness or absence.

4-C-4 Personnel Records

The Town of Elizabeth will maintain an individual personnel file for each employee of the Town in the Clerk's Office. The contents of these files will be kept confidential except as disclosure may be required under State or Federal law. Access will be granted to the employee's immediate supervisor, Department Head and Town Administrator as may be required in the normal course of business.

Employee personnel files will contain at least the following items:

- Application and/or résumé.
- Letter of appointment and acceptance.
- Signed job description (job descriptions for current and any previous Town positions will remain in the file for duration of employee's employment with the Town).
- Copies of transcripts, diplomas, certificates, and licenses.
- Ongoing performance ratings.
- Any memoranda or documents relating to performance which are of current relevance.
- Memoranda concerning unusual job changes or transfers.
- Letters of commendation or other indications of exceptional performance.
- Warning letters and records of all corrective actions.
- Training records, including grades and notations of those who have completed or are presently taking in-house training programs.
- Leave of absence information; and
- Documentation required by state or private regulatory agencies.

Access to personnel files is limited. Employees and their legal representatives shall have the right to examine the contents of their own personnel file. Any employee wishing to examine his/her personnel file must complete a letter requesting to examine said file. The Town will respond to this request within three (3) working days from the receipt of the request.

Employees examining their personnel files must do so under the supervision of authorized personnel. Under no circumstances are employees to remove records or documents from their files. Photocopies may be made of any of the contents of an individual's personnel file upon that individual's written request for a nominal charge. Records requests for the contents of a personnel file will be handled through the Town Clerk's Office and subject to the provision and restrictions of the Open Records Act (C.R.S. § 24-72-200.1, *et seq.*). Copies are subject to applicable charges. Protected health information, medical information and the employee's I-9 form (see Section 3-G-1) will be stored separately from the Personnel file and shall remain confidential.

4-C-5 Releasing Job References

All requests for information about a current, retired, or terminated employee shall be made to the Town Administrator. The Administrator may only disclose the dates of employment, final title or position, job location and eligibility for rehire.

4-C-6 Nepotism

The Town of Elizabeth Municipal Code, Sec. 2-3-70, addresses nepotism as it relates to employees.

4-C-7 Demotions

An employee may be demoted to a lower position if: (1) that employee's present position is to be abolished; (2) there is a lack of work for the position; (3) moneys are not budgeted, appropriated, or otherwise made available to fund the position; (4) the employee voluntarily requests the demotion; or (5) when it is evident that the employee does not possess the necessary qualifications to render satisfactory service. Demotions and transfers are not available as a matter of right and are solely at the discretion of the Town Administrator.

4-C-8 Meal Periods & Breaks

All employees shall be entitled to an uninterrupted and duty-free meal period of 30-minutes' duration when the employee's shift exceeds five (5) consecutive hours. These meal periods will constitute uncompensated time. When the nature of a position or other circumstances make an uninterrupted meal period impractical, the employee shall be permitted to consume an on-duty meal while performing duties. Employees shall be permitted to fully consume a meal of choice on the job and be fully compensated for the on-duty meal period without any loss of time or compensation. All employees are authorized a compensated, fifteen (15) minute rest period for every four (4) consecutive hours of work. All employee schedules, including meal and break periods, must be approved by the employee's supervisor.

4-C-9 On-call and Emergencies

Certain employees may be subject to being placed on-call. Each authorized employee shall be expected to work as scheduled by their supervisor. On-call employees are expected to be within responding distance of Town during the on-call period, or to arrange for another employee to act in his or her place. It is the responsibility of the employee who is placed on-call to assure that coverage is available.

Employees who may be subject to on-call will be scheduled to begin on-call status beginning at 7:00 am Monday morning until 7:00 am the following Monday morning. During that period, it will be the responsibility of the on-call employee to do such duties as are prescribed by their supervisor. These duties may include, but not be limited to, monitoring facilities or equipment checks.

Each non-exempt employee scheduled for on-call status shall receive the equivalent of one (1) hour regular rate of pay as compensation for each 24-hour shift. In the event of a callout, other than scheduled inspections and maintenance, the employee shall be compensated (pay or comp time) at one-and-one-half (1 ½) times the regular rate of pay for all hours worked.

Employees who are standing on-call must abide by all administrative guidelines pertaining to communications and response times as established and revised from time to time by their Department Head. On-call employees must be available during their on-call period and must respond within established response times. Employees who cannot be reached while standing on-call or who fail to respond within established response times will not be paid for on-call service and may be subject to discipline up to and including termination.

EMPLOYEE DEVELOPMENT

4-D-1 Professional Development

In-Service training is designed to provide employees with the skills, training, and experience necessary for their continued development. Training will be subject to the following conditions:

- Attendance at conferences, educational meetings, workshops, and institutes must have the approval of their Department Head or Town Administrator, as the case may be.
- Each employee may be permitted to attend training sessions as funds permit, including registration and reimbursement for lodging, meals, and travel.
- Training assistance shall be based on, but not limited to, job relatedness, available funds, employee performance, and training priorities; and
- Each employee who attends a training session is expected to submit a written or verbal report summarizing what was covered, the date, and who attended.

Training shall be included in the budget and evaluated on a yearly basis.

4-D-2 Professional Organizations

Town employees are encouraged to affiliate with appropriate professional societies and organizations. Employees, with approval of their supervisor, may attend conferences, meetings, etc., pertaining to their job classification and responsibilities, which are beneficial to both the employee and the Town. The Town will pay membership fees and dues in professional organizations and societies that directly relate to, are mandated by, or govern an employee's duties, responsibilities, or obligations in the performance of the employee's assigned job or description.

4-D-3 Tuition Reimbursement

The intent of this program is to aid employees who may wish to further their formal education as it relates to their present or future employment with the Town, including a logical relationship to a probable future

assignment. Education funded under this program must be job related and offered by an accredited college, university, or trade school. The program is administered as follows:

Eligibility – Tuition reimbursement is available to all Regular, Full-Time employees who have completed their trial period.

Funding – Rates of reimbursement are contingent upon the availability of funds as may be approved through the budget process. Amounts allocated each year may vary upon the approval of the Board of Trustees. Employees may choose to include fees that are directly associated with course enrollment as well as tuition in their assistance allotment only to the extent that they are not paid for from other sources, such as Veteran’s Administration benefits. Cost of books, transportation, supplies, etc., will not be reimbursed.

Scheduling – An employee is to pursue classes on his/her own time. However, the Town Administrator, upon recommendation from the Department Head, may authorize an adjustment in the employee’s work schedule to accommodate a class schedule, thereby maintaining the employee’s full workweek.

Procedure – The employee requesting assistance must submit a written request to the Department Head at least two (2) months prior to the start of the course. This request, along with the Department Head’s recommendation, will then be forwarded to the Town Administrator for a final decision prior to the start of the course. A proportional or pro-rata reimbursement may be provided if insufficient funds are available to pay 100% of the tuition costs.

The Town recognizes that there are many on-line options for continuing education, and that those costs may exceed in-state tuition at a Colorado state school. Any reimbursement will be the lesser amount of the cost for the on-line class(es) or the in-state tuition for a similar class or degree. Reimbursement will occur after evidence of successful completion (passing grade of C or better, or completion of pass/fail) of the class or approved coursework that includes a final grade.

An employee pursuing course work under this program shall agree to remain employed by the Town for a minimum of one (1) year from the completion of a course. Failure to comply with this provision will require the employee to refund the Town’s reimbursement for the course or result in a deduction of the amount from the employee’s final paycheck.

BENEFITS ADMINISTRATION

Section Five - Insurance

5-A-1 Health Insurance

Medical, dental and vision insurance is provided for each Regular Full-Time employee and their dependents, as determined by policy. The Town shall pay a portion of the insurance premiums as determined periodically by the Board of Trustees. Premium costs above the amount paid by the Town shall be borne by the employee through a payroll deduction. If an employee does not have a dependent at the time of enrollment in the plan, but later acquires a dependent, this person may become eligible to participate in the plan on the date that he or she becomes a dependent, subject to all applicable

requirements of the Town's Health Insurance Plan, including the need to furnish adequate notice and other required information concerning the dependent, and any required adjustment in premiums, if any.

All new employees shall be enrolled the first month of employment in the health insurance plan and coverage will begin the first day of the month after the employee's eligibility. Participation in the Plan will begin as of the first day of the calendar month following completion of the waiting period provided all required election and enrollment forms are properly submitted to the Plan Administrator.

5-A-2 Life Insurance

In addition to health insurance coverage, the Town of Elizabeth provides life insurance for each regular full-time employee and their dependents. The Town shall pay the insurance premiums as determined annually by the Board of Trustees.

5-A-3 Workers' Compensation Insurance

Employees are protected under the state workers compensation law against loss of income due to injury or death that is work-related and occurs during work activities. The Town pays the entire cost of the Workers' Compensation insurance premium. Employees must report all job-related accidents, injuries, and illnesses to their immediate supervisor as soon as practical and no later than twenty-four (24) hours after the incident. Benefits, if any, available to employees will be determined in accordance with the Colorado Workers' Compensation Act. The Town's Workers' Compensation insurance carrier processes claims on behalf of the Town in accordance with applicable law.

5-A-4 Unemployment Insurance

The Town of Elizabeth is covered by the Employment Insurance Program, which is operated by the State of Colorado.

Section Six - Paid Time Off Leave

6-A-1 Transition from Vacation and Medical "Sick" Leave to Paid Time Off (PTO) Leave

NOTE: This section of the Employee Handbook is a substantial change to existing policies regarding vacation and "sick" leave in the Town of Elizabeth. It shall become effective January 1, 2023. In making this change, the Town wants to ensure that no current employee who have accumulated vacation or sick leave prior to January 1, 2023, is at risk of losing any accumulated time.

As of January 1, 2023, any accumulated vacation time **in excess of 80 hours** will be paid out to the employee in one of three (3) ways as may be determined by the employee: (1) the funds may be paid out upon resignation or termination from the Town as part of final pay as otherwise set forth in this Handbook; (2) it may be paid directly out to the employee on **Wednesday, February 1, 2023** by means of a check issued by the Town; or (3) as a direct payment to an employee's 457 Deferred Compensation Plan under the terms of the Agreement. The employee must select which option prior to **January 20, 2023**, and provide an email directly to the Town Administrator confirming the selection. In the event no selection is made, a check shall be issued to the employee. As this decision may have tax consequences to the employee, employees are *strongly* recommended to discuss this matter with a qualified tax professional.

As of January 1, 2023, “sick” leave shall cease, and the employee will no longer accumulate sick leave. PTO leave shall instead be used for any such medical needs for oneself or others. There is no requirement to disclose that PTO time is being taken for a medical reason.

Employees who have accumulated sick leave, will be allowed to **retain all** accumulated sick leave for use **solely** for medical purposes including an employee’s illness or injury, pregnancy, or the illness, injury or pregnancy of a spouse, partner, child, or other family member. **As established in the prior version of the Employee Handbook (adopted 03-27-2012) accrued and unused sick leave is not paid out in the event of resignation or termination from the Town.**

The terms and conditions set forth in Section 6-A-1 shall not apply to any employee hired after January 1, 2023. In addition, any employee working for the Town of Elizabeth prior to January 1, 2023, who leaves employment and then returns to work for the Town, shall be limited solely to Paid Time Off (PTO) regardless of when they may have left prior employment with the Town of Elizabeth.

6-A-2 Creation of Paid Time Off (PTO) Leave

The Town believes that its employees are the key to what makes Elizabeth great. Although work makes up a large portion of an employee's life, we believe that a balance between work and nonwork activities is essential to maintain quality performance and a positive work atmosphere. To support this philosophy, the Town has designed a paid time off (PTO) plan that incorporates vacation, personal and sick leave into one program.

All full-time employees will accrue PTO hours according to the following schedule: For employees working at the Town of Elizabeth as of January 1, 2023, PTO hours will begin to accrue effective that date. For employees hired after January 1, 2023, PTO hours will accrue as of their date of hiring.

PTO Accruals Are As Follows:

Regular, Full-Time Employees

Years of Service	PTO Accrued per Pay Period	Annual Accrual	Maximum Accrual	Maximum Payout at Termination
Less than 1 Year	4.92 hours	127.92 hours	144 hours	0 hours*
1-4 years	6.77 hours	176.02 hours	192 hours	192 hours
5-9 years	7.69 hours	199.94 hours	240 hours	240 hours
10-14 years	8.62 hours	224.12 hours	288 hours	288 hours
15-19 years	9.54 hours	248.04 hours	336 hours	336 hours
20+ years	10.46 hours	271.96 hours	384 hours	384 hours

Regular, Part-Time Employees

Years of Service	PTO Accrued per Pay Period	Annual Accrual	Maximum Accrual	Maximum Payout at Termination
Less than 1 Year	2.46 hours	63.96 hours	72 hours	0 hours*
1-4 years	3.38 hours	88.01 hours	96 hours	96 hours
5-9 years	3.85 hours	99.97 hours	120 hours	120 hours
10-14 years	4.31 hours	112.06 hours	144 hours	144 hours
15-19 years	4.77 hours	124.02 hours	168 hours	168 hours
20+ years	5.23 hours	135.98 hours	192 hours	192 hours

Procedures

In addition to vacations, PTO is designed to provide time away from work for personal illness, family illness, family activities and extra holiday time. Employees may find they need time away from work prior to accruing the hours necessary. In such cases, an employee may build up a negative balance with the prior approval of his or her supervisor.

In general, all PTO must be preapproved by and prescheduled with the employee’s supervisor and may be taken in hourly increments. Approval for all scheduled time away is subject to applicable workloads. In case of an emergency, however, employees shall be allowed to take up to forty-eight (48) hours of unscheduled PTO with less than 24 hours’ notice and regardless of applicable workload.

The maximum number of hours that may be accrued and carried over from one calendar year to the next is set in the table above. If an employee is terminated from employment, or an employee resigns from the Town of Elizabeth, the employee shall be paid for all earned and unused PTO. Final paychecks for non-exempt employees will include deductions in the event a negative PTO balance were to occur upon termination.

PTO leave does not include paid FMLA as required by Colorado law. Leave that qualifies under this law shall be tracked and computed separately. Employees have a duty to let their supervisor or Department Head know if their use of PTO time is because of a condition that may qualify for leave under FMLA. Supervisors shall also inquire as to the need for FMLA when there is any cause to suggest that the employee’s use of PTO is based on a condition that would qualify for protection of FMLA.

In addition, PTO leave does not include paid FAMLI as otherwise required by Colorado law because the Town, as a local government, has determined to opt out of the FAMLI program.

Public Health Emergency Supplemental Leave: For the purposes of this Policy 6-A-3, a public health emergency is defined as an act of bioterrorism, a pandemic, influenza or an epidemic caused by a novel highly fatal infectious agent for which an emergency is declared by the governor or a federal, state or local public health agency, or a highly infectious illness or agent with epidemic or pandemic potential for which a disaster emergency is declared by the governor.

For full-time employees, eighty (80) hours of paid supplemental leave shall be allowed for the following purposes.

- needing to self-isolate due to either being diagnosed with, or having symptoms of, a communicable illness that is the cause of a public health emergency.
- seeking a diagnosis, treatment, or care (including preventive care) of such an illness.
- being excluded from work by a government health official, or by an employer, due to the employee having exposure to, or symptoms of, such an illness (whether they are diagnosed with the illness).
- being unable to work due to a health condition that may increase susceptibility or risk of such an illness; or
- caring for a child or other family member who is in subsections (1), (2) or (3) above, or whose school, childcare provider, or other care provider is either unavailable, closed, or providing remote instruction due to the public health emergency.

Employees who work less than forty (40) hours per week receive public health emergency supplemental leave equal to the greater of the number of hours they would be scheduled for work in the upcoming 14-day period or the number of hours worked on average in the 14-day period prior to the public health emergency declaration. Leave may only be used once and may be used up to four (4) weeks after official termination of suspension of the public health emergency.

Abuse of PTO leave:

An employee who abuses the PTO leave policy, or evidences a pattern of excessive or unexcused absences, shall be subject to disciplinary action, up to and including termination. Upon evidence that an employee is abusing the PTO leave policy or demonstrating a pattern of absences, their Department Head may require the employee to produce medical documentation for any absence.

6-A-3 Holiday Leave – Separate from PTO

There shall be twelve (12) paid holidays for regular full-time, regular part-time and trial period employees that coincide with existing official State holidays, as to the date of observance.

- New Year's Day (January 1st).
- Martin Luther King Day (3rd Monday in January).
- President's Day (3rd Monday in February).
- Memorial Day (last Monday in May).
- Independence Day (July 4th).
- Labor Day (1st Monday in September).
- Veteran's Day (November 11th).
- Thanksgiving Day.
- Friday after Thanksgiving Day.
- Christmas Eve.
- Christmas Day
- Floating holiday.

Whenever a holiday falls on Saturday or Sunday, the holiday will be observed as the calendar is marked for Federal and/or State employees. When Christmas Day occurs on a Saturday, the preceding Thursday and Friday shall be observed as the holidays. When Christmas Day occurs on Sunday, the two (2) days to

be observed as the holidays will be specified by the Town Administrator no later than November 1st of that same year.

6-B-4 Bereavement Leave

Up to five (5) compensated days, may be taken for a death in the immediate family of a regular full-time or regular part-time employee, including trial period employees. For purposes of this section “immediate family” includes spouse, significant other, children, parents, grandparents, grandchildren, aunts, uncles, nieces, nephews or siblings and the parents, aunts, siblings, or children of employee’s spouse or significant other.

6-B-5 Military Leave

If you are a member of the National Guard or Reserves, and are directed to participate in periodic field training, you will receive paid military leave for a maximum period of fifteen (15) calendar days per year. Such leave shall not affect your vacation or medical leave, or PTO accruals in any way. Employees who are indefinitely deployed in active service via the draft or the act components of the Navy, Army, Air Force and Marine Corps are entitled to military leave. The Uniformed Services Employment and Reemployment Rights Act (USERRA) is codified in Title 38, U.S. Code, Sections 4301-4333. The Town is bound by and follows the provisions of USERRA rules and procedures regarding military leave.

6-B-6 Voting

Any employee whose work schedule effectively prevents voting before or after work hours shall be permitted paid leave not exceeding two (2) hours for the purpose of voting. No such paid leave shall apply to any employee whose work schedule is such that there are three (3) or more hours between the opening and the time of closing of the polling site during which the employee is not required to be on the job.

6-B-7 Jury Duty & Subpoenaed Leave

The Town will pay the difference between jury pay received by the employee and the employee’s normal daily wage. To accomplish this, the employee will endorse the jury paycheck over to the Town and draw normal full pay. Failure to comply with this procedure will cause the absence to be charged against accrued vacation leave or accrued PTO.

When an employee serves as a witness in a compensated individual capacity, rather than in an official capacity, the employee will be charged PTO or leave without pay if no PTO has been accrued. The employee shall retain any compensation received for such services.

When an employee is subpoenaed or serves as a witness in a non-compensated individual capacity, rather than in an official capacity, the employee will be required to use PTO or compensatory time. In the event the employee does not have accrued PTO or compensatory time, the employee will be given leave without pay for the time needed.

When an employee is subpoenaed and serves as a witness in an official capacity, the employee will be paid full normal wages, including compensatory time.

An employee who is the principal of his/her own litigation must take either PTO or leave without pay to appear in court. Any employee who receives a summons for jury duty or is subpoenaed as a witness must provide his/her supervisor with a copy of the jury notice or subpoena. An employee who is on jury duty or subpoenaed as a witness must report back to work during any period that his/her attendance is not required in the courtroom.

6-B-8 On-the-Job Injury Leave

Employees injured on the job shall immediately notify their supervisor and file or assist with the filing of all appropriate reports with the insurance carrier and Town administration within twenty-four (24) hours following the accident. Injured employees who do not require hospitalization, but need medical treatment, shall be referred to a doctor or medical provider designated by the Town in accordance with applicable law (hereinafter referred to as "designated medical provider").

The employee shall receive full salary and benefits for a period of forty-five (45) calendar days for an injury to the employee arising out of and in the course of employment for which the employee is eligible for temporary disability benefits under Workers' Compensation laws. Any monies disbursed by Workers' compensation while on this time will be reimbursed to the Town.

After the forty-fifth (45th) day of the employee's injury leave, the employee may then select to take available PTO time or receive Workers' Compensation benefits. The employee must inform their Department Head and the Town Clerk as to which benefit, they will elect to receive while on injury leave. If the employee chooses to take available PTO, any monies disbursed by the Workers' Compensation carrier will be reimbursed to the Town. The employee may not receive both Town benefits and Workers' compensation for the same injury.

Health and life insurance benefits may continue for up to six (6) months, providing the employee pays his/her portion of the health insurance premiums. If the employee fails to pay their portion of their premiums, the employee will be offered COBRA before the six (6) month period has expired and the Town will no longer contribute to the employee's health insurance coverage. After the six (6) month period, the Town will discontinue health and life insurance benefits and the employee may elect to take COBRA.

The welfare and full recovery of the employee is the priority after an on-the-job injury. The designated medical provider must advise the employee and the Town in writing if, and when, the employee may return to work. Reports will include any restrictions that may require less than full-time hours and/or modified duty. The Town and the employee both benefit when the employee can return to work. When possible, the Town will provide modified duty work for an injured employee. The availability, nature, extent, and length of time for modified duty will be determined on a case-by-case basis by the Town. The employee will not be allowed to return to full duty until a representative of the designated medical provider has determined that the employee has reached maximum medical improvement and reports that finding to the Town in writing.

The injured employee's position will be reserved for up to six (6) months unless a decision, supported by competent medical opinion, is made by the employee, the Town's Workers' Compensation provider, or an authorized decision maker (such as an administrative law judge who has heard or otherwise received medical evidence and opinion in the employee's Workers' Compensation case) that the employee is unlikely to be able to return to work within six (6) months of the injury. The Town Administrator has discretion to reserve the position for longer than six (6) months, but no obligation to do so.

The Town has the right to fill the position after six (6) months. The position may be filled sooner only if it is determined that, in accordance with the foregoing paragraph, the injured employee is unlikely to be able to return to work within six (6) months from the date of the injury. The Town also may assign an injured employee to modified duty with the approval of the Workers' compensation provider and/or an appropriate release from the employee's physician.

Rights and obligations of both the Town and the employee under the Americans with Disabilities Act are identified in Section 5-B-13 in this Handbook and will be considered in appropriate cases.

The Town reserves the right to designate forms that shall be used with respect to any matter covered in this Section 5-B-9.

Notwithstanding the foregoing, if an employee's compensation under the Workers' Compensation Act is reduced by fifty percent (50%) for any reason identified in C.R.S. §8-42-112 (including the employee's willful failure to use safety devices provided by the Town, the employee's willful failure to obey the Town's reasonable safety rules and/or the employee's willful misleading of the Town regarding the employee's physical ability to perform the job), or if such employee's non-medical benefits are reduced by fifty percent (50%) for any reason identified under C.R.S. §8-42-112.5 (due to the presence in the employee's system, during working hours, of alcohol or of non-medically prescribed controlled substances) **ALL COMPENSATION AND BENEFITS OTHERWISE PAYABLE UNDER THIS SECTION 5-B-9 SHALL BE FORFEITED BY THE EMPLOYEE.** In such event, the employee's sole compensation with respect to employment, while the employee is unable to work, will be compensation under the Workers' Compensation Act. The Town and the employee will arrange for covering other payments or deductions associated with payroll, such as the employee's share of health insurance premium payment.

6-B-9 Federal Family Medical Leave Act

Who the Policy Covers –

Any public agency, including the Town of Elizabeth, is a covered employer under the Federal Family Medical Leave Act (FMLA). However, generally an employee is only eligible for FMLA leave if the agency employees at least fifty (50) employees. Currently, the Town does not meet this requirement. As such, there is a discrepancy. To remove all concerns, and to protect both the Town of Elizabeth, and its employees, the Town has determined that it will apply the FMLA as though the Town has at least fifty (50) employees working within a 75-mile radius of the Town. However, to be eligible for FMLA leave, an employee must also:

- Have been employed by the Town of Elizabeth for at least 12 months (need not be continuous).
- Have worked at least 1,250 hours during the previous 12-month period (unless absent on military leave).

If these remaining conditions are not met, the Town employee is still not eligible for FMLA leave. Under this policy, the Town provides eligible employees with up to 12 workweeks of unpaid, job-protected leave in a 12-month period for certain family and medical reasons.

Reasons for Leave –

Eligible employees can take FMLA leave for any of the following reasons:

- Because of the birth of an employee’s child.
- Because of the placement of a child with the employee for adoption or foster care.
- To care for the employee’s own serious health condition, including health conditions related to pregnancy, childbirth, and related medical conditions; or
- To care for the serious health condition of the employee’s child, spouse, or parent.
- To attend to qualifying exigencies related to an immediate family member being on active duty or having been notified of an impending call or order to active duty in the Armed Forces, National Guard or Reserves.

Leave Is Unpaid but Employee Must Use Accrued Leave Time When Available -

Although FMLA leave is unpaid, during any FMLA leave, wherever permitted by law, employees must first use any pre-January 1, 2023, accumulated sick leave, compensation time, or PTO in conjunction with unpaid FMLA leave. Employees are required to meet employer standards for the accrued leave they wish to use during FMLA leave. The use of paid time off during an FMLA leave of absence shall not extend the length of an employee’s FMLA leave.

During FMLA leave, the employee will not accrue paid time off, unless otherwise specified by any applicable policy. FMLA leave does not constitute a break in service for purposes of longevity, seniority, or any employee benefit plan.

FMLA Benefits -

During FMLA leave, the Town of Elizabeth will maintain health benefits under the same conditions as if the employee had continued working.

Notice of Leave -

If the need for FMLA leave is foreseeable, the employee must give the Town at least thirty (30) days’ prior written notice. Where the need for FMLA leave is not foreseeable, the employee is expected to notify the Town as soon as practicable. When an employee becomes aware of a need for FMLA leave less than thirty (30) days in advance, it should be practicable for the employee to provide notice of the need for leave either the same day or the next business day.

The employee must comply with the usual and customary notice provisions for leave, except the notice timing need not be longer than thirty (30) days unless related to qualifying exigency leave. So, for example, if employees must call their supervisor about any other absence, they can be required to do so for an FMLA-based absence. All employees requesting a leave extension should do so in writing, if possible, two (2) weeks prior to the end of their scheduled leave. Failure to comply with these notice requirements will be grounds for, and may result in, deferral or denial of the requested leave until the employee complies with these requirements.

Eligibility Notice/Rights and Responsibilities -

Within five (5) business days of a request for leave, the Town will provide employees who request FMLA

leave with a notice of their eligibility for the leave or a reason why they are not eligible. At the same time, employees will be provided with a statement of their Rights and Responsibilities, which is part of the Eligibility Notice. The Medical Certification Form will also be given to the employee at this time. The Eligibility Notice/Rights and Responsibilities Notice are available from the Department Head or Town Administrator.

Medical Certification Is Required –

Employees who request FMLA leave because of their own or a family member's serious health condition must submit a Medical Certification Form (or its equivalent) completed by the health care provider to support the leave request. This form is available from the Department Head or Town Administrator. The Medical Certification Form should be returned to the Town within fifteen (15) calendar days after it is requested, or as soon as possible under the circumstances.

If the Medical Certification Form returned to the Town is not satisfactory, an employee will be told of the deficiencies in writing and given seven (7) calendar days to complete the Form. If the medical information is inadequate, the Department Head or Town Administrator may contact the employee's health provider directly to authenticate or clarify information on the certification without the employee's consent. Also, the Department Head or Town Administrator may directly contact the employee's health provider, after receiving the employee's permission, to get more complete information regarding the nature of the ailment, the duration of the leave, the need for intermittent leave, etc. A Medical Information Release Form is available from the Department Head or Town Administrator. Failure to submit a complete and sufficient Medical Certification will be grounds for, and may result in, deferral or denial of the employee's requested FMLA leave.

The Town can request a second or third opinion regarding the employee's condition and treatment (at the Town's expense). Employees are required to cooperate and assist in obtaining an additional medical opinion.

All employees requesting an extension of any FMLA leave must provide a new Medical Certification (or its equivalent) of the need for continued leave.

Designation Notice -

Within five (5) business days (absent extenuating circumstances) of having enough information to determine whether the requested leave is FMLA-eligible, the Town will provide a Designation Notice, informing the employee whether leave is designated FMLA leave and the amount of leave that will be designated, if known. This designation may be retroactive.

Employees absent on medical leave will be required to provide medical certification of their fitness to return to work. To achieve that result, employees will be provided with the essential functions of their job or a job description with that information as part of the Designation Notice. Employees failing to provide the fitness-for-duty certification based on these essential job functions cannot resume work until such certification is provided. A Fitness for Duty Certification Form is available from the Clerk or Town Administrator.

In the sole discretion of the Town, any leave that qualifies as FMLA leave may be designated as FMLA leave, regardless of whether all possible obligations are met by the employee. For example, the Town

may designate a leave as FMLA leave without requiring a completed Medical Certification Form or a consultation with a health care provider.

Duration of Family and Medical Leave –

Generally, eligible employees will be entitled to a cumulative total of twelve (12) workweeks of FMLA leave within a 12-month leave period. To determine eligibility, the 12-month period is measured backwards from the date an employee’s requested FMLA leave begins. The FMLA leave year will begin on the first day that the employee takes FMLA leave and ends twelve (12) months thereafter.

A husband and wife who both work for the Town are entitled to a combined total of twelve (12) weeks’ leave in a 12-month period for the birth, adoption, or foster care placement of their child or to care for a parent with a serious health condition. Both the mother and father are entitled to take a combined total of twelve (12) workweeks of leave to care for a seriously ill child.

In certain cases, leave may be taken on an intermittent basis, or the employee may work a reduced schedule. Intermittent leave must be certified by a health care provider as necessary and should be scheduled to avoid disruption to the Town insofar as is reasonable.

Re-certification -

An employee may be asked to re-certify a serious health condition every six (6) months or every thirty (30) days (if the employee is absent during that period) for chronic/long-term illness that extends beyond the anticipated timeframe or pregnancy. A re-certification may be requested in less than thirty (30) days if:

- The employee asks for extension of leave.
- Circumstances have changed; or
- The Town has doubts about the employee’s FMLA status (e.g., Mon./Fri. absences).

Employees will be required to have **annual** medical certifications for their own serious health conditions lasting more than one year, including chronic/lifelong ailments.

Return to Work -

Employees returning to work from FMLA leave will be returned to the same or an equivalent position as held prior to the leave unless the position has ceased to exist because of business necessity. If the employee does not return to his or her original position or an equivalent position as soon as he or she is able, the Town will consider the employee to have voluntarily resigned. Certain “key employees” may not be eligible to be reinstated to the same or an equivalent position at the conclusion of their FMLA leave. The Town will notify such employees of their “key employee” status and the conditions under which they may be denied reinstatement, if applicable.

Colorado Paid Medical Leave Act

The Town of Elizabeth, as a Colorado municipality has the option to “opt out” of the Colorado Paid Medical Leave Act and has chosen to exercise that option. As such, the Town of Elizabeth does not offer benefits under the Colorado Paid Medical Leave Act. Further, the Town of Elizabeth has “opted out” of the Paid

Family and Medical Leave Insurance Act (FAMLI). Should an employee seek to personally “opt in” to FAMLI, they should consult with their supervisor so that arrangements for payroll withholding may be initiated.

6-B-10 Americans with Disabilities Act (ADA) Policy

If an employee is a “qualified individual with a disability” as defined in Title I of the Americans with Disabilities Act (“ADA”), and the employee notifies the Town of this circumstance, the Town will examine the feasibility of any accommodations with respect to the employee’s position that are suggested by the employee to determine whether they are reasonable, and, if reasonable, whether they will enable the employee to retain his/her position without imposing an undue hardship on the Town. If any one or more suggested accommodations is reasonable, the Town will offer to make or provide at least one such reasonable accommodation.

If an employee is a “qualified individual with a disability” who can no longer perform the essential functions of his/her former position, regardless of the level of accommodation offered, the Town will determine whether there is another vacant position within the Town to which the employee may be reassigned if he/she desires to remain with the Town and is capable of performing the essential duties of the vacant position with or without reasonable accommodation. If those conditions are met, the Town will offer the position to the employee.

This provision shall not require the Town to create a position which does not then exist, nor shall it require the Town to terminate, reassign or remove another employee from any position. If more than one vacant position within the Town is capable of being offered, the Town, in its sole discretion, may choose which position will be offered. Compensation with respect to any such vacant position shall be determined by reference to the job description and not be referenced to the employee’s former position.

Section Seven - Other Benefits

7-A-1 Retirement

The Town offers two (2) retirement programs: one for sworn law enforcement agencies and one for all other employees:

- The Police Department participates in FPPA, and FPPA member and employer contributions are as established and subject to adjustment per Colorado law. Currently, Town Police Officers are considered Mandatory Members and are required to contribute 12% of their gross earnings into the FPPA. The Town is required to contribute an additional 9%, on the employee’s behalf, into the FPPA. These contribution amounts are set to increase approximately 0.5% per year through calendar 2030. In addition, Police Officers may contribute to the Town’s 457 Deferred Compensation Program. In such event, the Town will match up to 3% of the Police Officer’s gross salary into the Program. The Town makes no contributions to Social Security Insurance on behalf of sworn Police Officers.
- All other employees (non-sworn) have the option to participate in the Town’s 457 Deferred Compensation Program through Mission Square. The Town will match up to 5% of the employee’s gross salary. Contributions made to the Town’s 457 Program are limited by Federal Law and may

increase annually. Employees should monitor these changes in contribution limits for their own retirement planning. Further, the Town makes standard contributions to Social Security Insurance on behalf of all other employees.

7-A-2 Uniform Allowance

Eligible employees of the Police Department will be entitled to a uniform allowance as is from time-to-time determined by the Board of Trustees. Departments with field crews shall be provided a clothing allowance. The Town will replace any clothing or equipment it has furnished for authorized Town purposes that has been damaged or lost in the line of duty unless the damage or loss was due to the negligence of the employee. The Town will replace any clothing or equipment that has been furnished by an employee for an authorized Town purpose that has been damaged or lost in the line of duty, provided advance written permission to use same was given by the Department Head or the Town Administrator. Such replacement shall be with a quality commensurate with the quality of the item to be replaced. If the Town is incurring an expense to provide uniforms for an employee, he/she will be expected to wear it regularly. Uniforms and other equipment checked out to an employee shall be returned to the Town upon termination. If such items are not returned, the final paycheck will be withheld, or the full replacement value of the unreturned items will be deducted from the net pay otherwise owed to the former employee.

7-A -3 Modified Duty/Temporary Work Assignment Policy (non-work related)

In the event an employee is unable to perform his/her regular assigned duties for more than five (5) consecutive working days, the employee is eligible to return to work in a modified capacity after the appropriate release by their attending physician. The written release for modified duty shall describe the employee's physical restrictions as well as the duration of the restriction. The Town Administrator will manage these cases, in consultation with the appropriate Department Head. If it is determined that there is no work for an employee to perform under a modified duty assignment, the employee will be required to take accrued leave until such time as work becomes available or the employee receives an appropriate release to return to full duty status. A modified duty assignment shall not grant any continuing right to occupy a position as modified. Prior to returning to full duty status, a written release by the employee's attending physician must be submitted to the Town Administrator.

7-A-4 Cell Phone Stipend

To conduct business in a timely and safe manner, it may be necessary for employees to make use of wireless communication devices, such as cellular telephones. An employee may be issued a Town cell phone to conduct Town business. The purpose of these procedures is to establish consistent and clear rules for the issuance and/or use of Town or personal mobile communication devices including cellular telephones, for Town business, and payment of costs related thereto.

Employees whose job duties include the frequent need for a cell phone (or other wireless communication device) may receive extra compensation in the form of a monthly cell phone stipend, to cover business-related costs. An employee is eligible for a wireless communication device stipend if at least one of the following criteria is met:

- The job function of the employee requires considerable time outside of the employee's assigned office or work area and it is important to the Town that the employee is accessible during those times.

- The job function of the employee requires the employee to be accessible outside of scheduled or normal working hours where time sensitive decisions/notifications are required.
- The job function of the employee requires the employee to have wireless data and internet access; and/or
- The employee is designated as a “first responder” to emergencies.

Eligibility will be recommended by the Department Head based upon the above criteria and approved by the Town Administrator. Cell phone stipend amounts are reviewed and approved by Resolution of the Board of Trustees.

APPRAISALS, DISCIPLINE, TERMINATION

Section Eight - Performance

8-A-1 Performance Appraisals

All Employees shall receive, at least annually, a performance appraisal which will objectively assess their performance and accomplishments relative to his/her job description. Self-evaluations will be included for employees to complete. It is the supervisor’s responsibility to ensure that performance appraisals are completed annually by the employee’s anniversary date.

Individualized forms will be used to record all formal performance appraisals, and all individuals supervising the employees being evaluated will contribute to the review. These records will be used to help determine salary reviews, advancements, layoffs, and other personnel actions which are based on merit.

All employees will be given the opportunity to review and make copies of his or her performance reviews. Employees are encouraged to include written comments on the review, if appropriate. Employees who disagree with appraisals are encouraged to discuss areas of disagreement with his/her supervisor or Department Head. Employees must sign and date his/her appraisal after all comments have been noted. Performance appraisals will become a permanent part of the employee's personnel file and subject to inspection in accordance with the Open Records Act (C.R.S. 24-72-201).

Corrective Action

8-B-1 Philosophy

When an employee needs guidance, the Town may take corrective action. Corrective actions may include but are not restricted to (1) oral coaching or warning; (2) written warning; (3) written reprimand (4) disciplinary probation and/or performance improvement plan; (5) suspension; and (6) termination. The Town make take any corrective action it deems appropriate in any circumstance and this policy does not require progressive discipline. Further, this policy does not constitute an employment contract. Nothing in this Corrective Action policy changes the at-will status of any employee nor does it create any additional rights, remedies by law or expectations of continued employment.

While progressive discipline is not required, the Town attempts to use a progressive system of corrective action to ensure employee compliance standards, ethics, and conduct. Therefore, except in cases of

willful, flagrant violations, or cases of violence, sexual harassment, or discrimination, a supervisor will not resort to formal corrective measures until informal attempts to correct the problem have failed. If a supervisor finds it necessary to use formal corrective measures, it is intended that the corrective action be administered fairly.

8-B-2 Grounds for Corrective Action - Conduct

Employee misconduct will be grounds for corrective action. Grounds for corrective action relating to conduct include, but are not limited to:

- Offensive conduct or language towards the public or co-workers.
- Refusal to seek treatment or resolution of personal problems which affect work performance.
- Using Town equipment for personal use.
- Failure to implement correct safety measures.; and
- Violating policies in the Employee Handbook.

8-B-3 Grounds for Corrective Action - Work Performance

Grounds for corrective action relating to work performance include, but are not limited to:

- Failure to follow orders from supervisor or Town Administrator (insubordination).
- Failure to perform assigned tasks.
- Abusing or being wasteful of materials, property, tools, or working time.
- Habitual absence or tardiness; and
- Refusal to report to work in an official emergency.

8-B-4 Reprimands

Verbal. An employee may be reprimanded verbally for any wrongful or improper act, conduct, or omission, whether or not the same is specifically listed as grounds for discipline in this Handbook. In utilizing verbal reprimands, the supervisor should warn the employee that failure to remedy the deficiency will result in some method of formal corrective action. Unless a verbal reprimand is immediately required to correct a safety issue, all verbal reprimands should be completed in private.

Verbal reprimands will be documented by the Department Head but will not be entered in the employee's official personnel file. The intent of the verbal reprimand is to be constructive in nature and should be applied in a positive manner so that corrective action can be taken by the employee.

Written. For repeated minor infractions, or a more substantial infraction, the employee will be reprimanded in writing. Following a review by the Department Head or Town Administrator, a written reprimand will be prepared. The Department Head will meet with the employee and review the reprimand. The employee will be given the opportunity to comment in writing on the reprimand and will be asked to sign the reprimand, acknowledging receipt. Two (2) copies will be made of the reprimand for the following distribution:

- Original given to the employee.
- Copy given to the Town Administrator to be forwarded to employee's personnel file; and

- Copy retained by supervisor/Department Head.

The reprimand should include identification of the date, violation, indication of necessary improvements, and information concerning further disciplinary action that could result from failure to show improvement.

8-B-5 Disciplinary Probation

An employee may be placed on disciplinary probation by a supervisor to allow the employee to show improvement on the problem(s) specified at the time of probation. The disciplinary probation period begins when the supervisor provides the employee with a written and signed document which:

- Identifies the problems(s).
- Indicates the necessary improvement.
- Specifies length of probation period; and
- Informs the employee of further corrective action which could result from failure to show satisfactory improvement within the specified probation period.

8-B-6 Suspension

The Town Administrator may suspend an employee without pay for disciplinary reasons. An employee who is suspended will be given written notice of the reasons for the action, and a copy will be made a part of the employee's personnel record. The Town Administrator may suspend an employee with pay in the event of an industrial accident, or as provided by the Police Department Procedures Manual, or in other circumstances as determined appropriate by the Town Administrator.

Following a disciplinary suspension, the supervisor will meet with the suspended employee upon their return to work to discuss the improvements in job-related behaviors required as a condition of the employee's continued employment. This meeting will be documented and records of it submitted to the Town Administrator. Suspensions without pay in excess of five (5) working days shall be subject to the process below entitled "Appeal of Discipline."

An employee may be suspended immediately without pay by the Town Administrator pending an investigation of alleged misconduct by an employee if there is sustainable evidence to believe an employee has violated the Code of Conduct, Departmental Rules and Regulations, or any other law and the employee's presence poses a continuing danger to persons or is a threat to damage to property or may cause disruption of Town services or interferes with the operation of Town government. Such sustainable evidence shall be equivalent to a finding of probable cause in a criminal proceeding.

Following an immediate suspension without pay, the Town Administrator, in conjunction with the employee's Department Head and/or immediate supervisor shall prepare a detailed account of the circumstances which caused the suspension action. Within forty-eight (48) hours after the immediate suspension action without pay, the Town Administrator will transmit to the suspended employee a written notice of the expected duration of the suspension without pay or the intent to dismiss. The written notice must also advise the employee of his or her right to appeal the suspension without pay or dismissal (regular full-time and regular part-time employees only) and detail the reasons for the suspension without pay or proposed dismissal. A fair and objective investigation shall be conducted to

determine whether a suspension without pay was appropriate, whether the suspension should be with or without pay, and whether the employee should be dismissed.

In the event of a suspension without pay, pending an investigation, if the investigation subsequently establishes no basis for the adverse action against the employee, then the employee shall be reimbursed for the loss of compensation. Suspension without pay does not affect the continuation of insurance programs. However, no vacation leave, PTO, holiday pay, or related benefits shall accrue or be paid to any employee for any period during which such employee is on suspension.

8-B-7 Termination

Dismissal occurs when other corrective action has failed to achieve improvement or when the employee commits a serious offense. Prior to dismissal, the Town Administrator should ensure that the employee has been properly counseled in writing concerning any deficiencies in performance, given sufficient time to correct these deficiencies, and informed that failure to correct them may result in termination. The Town Administrator must approve all dismissals.

Prior to the proposed dismissal from employment, the employee may be suspended with or without pay by the Town Administrator pending the outcome of an investigation. Before dismissal of an employee from employment, the Town Administrator shall meet with the employee and perform a pre-disciplinary interview. The pre-disciplinary interview serves three (3) purposes: (1) to allow an employee to hear the charges against him/her; (2) to allow the employee to generally hear the nature of the evidence; and (3) to provide the employee with an opportunity to present any mitigating factors.

After the pre-disciplinary interview, the Town Administrator shall render a decision in writing which shall be served personally or by certified first class mail to the last address furnished to the Town by the employee. All decisions of the Town Administrator are final, and only subject to appeal by a third-party decision-maker as defined in this policy.

Some offenses may warrant immediate dismissal. These include, but are not limited to:

- Theft, which essentially means the taking of the property of another with an intent to permanently deprive. Theft will be presumed whenever an employee takes, removes, or conceals the property of the Town or the property of a fellow employee that is located on Town property without prior authorization.
- Drugs/Alcohol – (a) possession, use, sale, purchase, or distribution on Town property of alcohol or any illegal controlled substances or illegally-possessioned prescription drugs; (b) reporting to work after having ingested alcohol or having taken by any means illegal drugs or illegally-possessioned drugs, in a condition that adversely affects the employee's ability to perform his/her regular duties safely and effectively, or which would imperil the safety of others.
- Knowingly filling out the time sheet of another employee or soliciting such conduct from another employee.
- Falsifying or altering Town records.
- Sabotaging or willfully damaging Town property, facilities, or equipment or the property of others.
- Walking off the job without supervisory permission.

- Insubordination involving, but not limited to, defaming, assaulting, or threatening to assault a supervisor, and refusing to carry out the order of a supervisor where personal safety is not a problem.
- Fighting or provoking a fight on Town property or on the property of others while on duty.
- Absence on a day in which the employee is scheduled to work, without notice to the Town.
- Sleeping on the job; and
- Working for another employer, while on duty for the Town or while on leave of absence, without prior written consent of the Town.

8-B-8 Demotion and Decrease in Pay

Upon the recommendation of the Department Head, the Town Administrator may demote an employee in pay and step with a decrease in salary and job responsibilities, as appropriate, for such time as is necessary to improve the employee's job performance or to allow the employee to acquire the necessary job qualifications. No demotion shall be made as a corrective action unless the employee to be demoted is eligible and qualified for the lower classification. No demotion shall be made if such demotion would cause another employee in the lower classification to be laid off by reason of such action.

A demoted employee is entitled to progress within the appropriate pay range like any other employee, based upon job performance. The provisions regarding trial periods will apply in the case of demotions.

Prior to the demotion, the employee shall be given written notice of the reasons for the proposed demotion and shall be given reasonable opportunity to respond to the notice by meeting with the appropriate Department Head to answer the charges set forth in the notice. If the Town Administrator determines the demotion is proper, the appropriate form shall be completed and submitted to the Town Clerk for purposes of payroll adjustment and for inclusion in the employment file. Such a demotion that includes a decrease in pay shall be subject to the process below entitled "Appeal of Discipline."

8-B-9 Appeal of Discipline

Decisions whereby a regular full-time employee receives discipline of (1) a suspension without pay in excess of five (5) working days, (2) demotion with a decrease in pay; or (3) termination may be appealed as set forth in this Section. Such an appeal must be made in writing within seven (7) calendar days of the final decision of the Town Administrator. Such an appeal shall be made to the Town Administrator for a full evidentiary hearing, which shall be conducted by an impartial hearing officer. The evidentiary hearing shall be subject to the following general procedures in accordance with applicable law:

(1) The burden of proof shall be upon the Town by a preponderance of the evidence to demonstrate that the conduct in question was a violation of applicable policies, and that the discipline was appropriate under the circumstances.

(2) Both the Town and the employee shall have the right to present their case by oral and documentary evidence, to submit rebuttal evidence, and to conduct such cross-examination as may be required for a full and true disclosure of the facts.

(3) Such hearing shall include the following components:

(a) Opening statements may be made or waived by the parties to the proceeding.

(b) The Town shall present its case, including calling witnesses on its behalf, and the employee shall have the opportunity to cross-examine such witnesses;

(c) Following the close of the Town's case, the employee may provide testimony and call witnesses on his or her behalf, and the Town shall have the opportunity to cross-examine such witnesses;

(d) At the discretion of the hearing officer, either party may call rebuttal witnesses;

(e) Both parties shall be entitled to a closing argument, and the Town's closing argument shall precede the employee's closing argument; and

(f) A written decision shall be made by the hearing officer within fourteen (14) calendar days of the close of the hearing either affirming, modifying, or overturning the discipline previously imposed.

Termination of Employment

8-C-1 Reduction in Force

The Town intends to minimize the negative impact on current employees if a reduction in the work force becomes necessary. However, from time to time, cutbacks or reductions may be unavoidable due to forces beyond the reasonable control of the Town. In some cases, a program may have to be reduced in size or terminated entirely if funds for its operation are no longer available. If this type of cutback must occur, the Town will reduce staff progressively, using the following steps:

- Voluntary reductions in the work force. This includes employees who take early retirement, leaves of absence, or reduction in hours.
- Attrition.
- Part-time positions may be terminated prior to full-time positions.
- An attempt will be made to transfer employees from terminated positions to other vacant positions within the Town if the employee can meet the qualifications of the position and has satisfactory performance evaluations, and
- In determining which regular, full-time employees are laid off, the Town Administrator may implement a system considering factors such as, but not limited to, the following: (1) special training, (2) performance evaluations, (3) job specialty and responsibilities, and (4) supervisor input.

The Town Administrator will provide notice to employees affected and inform them of the effective date of layoff. Within thirty (30) days following the layoff date, the employee will be paid for unused accrued vacation leave (for employees employed prior to January 1, 2023) and PTO, unless the employee has returned to work for the Town.

8-C-2 Resignation

Employees who voluntarily resign from their positions are asked to give at least two (2) weeks' notice in writing of their intent to resign. At the option of the Town, such employees may be given two (2) weeks' pay and may be required to discontinue work immediately, in lieu of working during the two-week notice period. Failure to comply with this procedure shall be entered into the personnel record of the employee

and may be considered as grounds for denying future employment with the Town. No employee shall have the right to rescind a resignation notice once submitted.

8-C-3 Abandonment of Job

Unless otherwise required to be permitted under law, employees who miss work for one (1) day without notifying their supervisor, or have two consecutive days of unexcused absences, are considered to have resigned their jobs. This section does not apply for failure to comply with the notice requirement if the leave if such leave is protected by the Colorado Healthy Families and Workplaces Act (the "HFWA").

8-C-4 Final Pay

Employees who leave the service of the Town of Elizabeth for any reason shall receive all pay which may be due them with the following qualifications:

- Regular full-time and regular part-time employees will be paid for all accrued and unused vacation leave, PTO, and compensatory time. Employees who leave before completing their trial period are not entitled to any accrued vacation leave or PTO.
- Separation date for all employees is the last day of actual work or approved leave. Final pay received by an employee will not be construed to extend their employment with the Town beyond the separation date.
- The employee's failure to return vehicles, equipment, keys, uniforms, materials, or other items owned and/or issued by the Town may result in delayed payment of final pay until all Town property has been returned. If these items are damaged or missing, their value may be deducted from the employee's final paycheck; and
- Employees will be advised of their rights under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). Subject to certain specific notice and election requirements, COBRA entitles employees and their dependents to elect to continue their coverage under the Town's health insurance plan, at their own expense, but at group rates, for certain periods (usually eighteen (18) months) after employment with the Town is terminated.



TO: Honorable Mayor, Mayor Pro Tem, and Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: August 16, 2022
SUBJECT: Update to Financial Policies

BACKGROUND

Staff have undertaken a review of the Town’s existing policies and handbooks, including financial policies. The following existing policies have been reviewed and should be considered for update by the Board:

1. Presentment of Payment of Insufficient Funds: This policy seeks to update and replace Resolution 14R07 regarding “bounced” checks. The proposed language seeks to reflect existing Colorado law regarding returned checks and allow for the application of treble damages (3 times the face amount of the check) after specific notice, in the case of failure to correct the non-payment.
2. Credit Card Policy: This policy seeks to update Resolution 10R23, passed December 28, 2010, regarding employee use of credit cards. The policy, as revised, standardizes the current existing credit limit of two thousand five hundred dollars (\$2,500) among all employees with a card. It also allows the amount to be increased for specific departments. The proposed policy also establishes clear direction in the use of any credit card, the accounting requirements, and the necessity of action in the event a card is lost or stolen.
3. Grant Management Policy: The updated version of Resolution 11R12 reiterates the existing policies for the Town of Elizabeth. Staff could encounter problems in applying and receiving grants with a policy that is over ten (10) years old. Having a newer version of the policy, on file, will alleviate concerns as we look to seeking grant funds in the future.
4. Disposal of Surplus Property: Resolution 09R08 provides a means for the liquidation of Town owned property that is no longer required, antiquated, or in salvage condition. The prior policy required that items of a value under \$5,000 – including vehicles – could only be disposed of by authority of the Town Clerk and the Town Administrator. The proposed updated policy clarifies that the disposal of property shall mean only personal property and not include real estate; provides a ready means of disposing of surplus property; provides a specific means to dispose of surplus vehicles; and retains the Board’s authority to dispose of certain classes of property valued over \$5,000.
5. Travel and Training Financial Policy: There is no existing resolution for this topic. The proposed policy is to work in unison with the Employee Handbook. The policy provides a hierarchy for travel, in hopes of minimizing the overall expense to the Town. It also provides an

updated means of calculating per diem rates for meals, considering the published General Services Administration rates which vary depending on location.

ANALYSIS

On August 9, 2022, a presentation was given to the Elizabeth Board of Trustees regarding the potential need to update and create several financial policies for the Town. Direction was provided to prepare the updated policies for consideration at the following meeting of the Board. This has been accomplished and are included for reference. The Board may approve all policies in one motion and to allow for one Resolution to authorize the same.

Legal counsel has reviewed the attached policies and has confirmed that the wording is appropriate, subject to the direction of the Board of Trustees.

STAFF RECOMMENDATION

Staff recommends the Board authorize and adopt the updated financial policies.

BUDGET CONSIDERATIONS

There are no known ramifications to the Town's budget by updating these policies.

ATTACHMENTS

Resolution 22R37
Presentment of Payment of Insufficient Funds Policy
Credit Card Policy
Grant Management Policy
Disposal of Surplus Property Policy
Travel and Training Financial Policy

RESOLUTION 22R37

A RESOLUTION ADOPTING COMPREHENSIVE FINANCIAL POLICIES

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

Section 1. The Board of Trustees hereby adopts the Comprehensive Financial Policies attached hereto as **Exhibit A**, consisting of the following policies:

- A. Travel and Training Policy;
- B. Presentment of Payment with Insufficient Funds Policy;
- C. Disposal of Surplus Property Policy;
- D. Grant Management Policy; and
- E. Credit Card Policy.

Section 2. All Resolutions inconsistent with the attached policies are hereby repealed, including Resolution No. 14R07, Resolution No.09R08, Resolution No. 11R12 and Resolution No. 10R23.

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

Megan Vasquez, Mayor

ATTEST

Michelle M. Oeser, Town Clerk

PRESENTMENT OF PAYMENT WITH INSUFFICIENT FUNDS

The purpose of this Policy is to provide clear and direct guidance as to how the Town staff is to address and impose fees and costs associated with returned checks proffered to the Town of Elizabeth. This shall include, but not be limited to, any check tendered for purposes of payment of utilities, building permits, municipal court fines, and other amounts due on open account.

Town staff by and through the attached resolution, shall seek the recovery of the following expenditures, fines and costs associated with a returned check:

1. Reimbursement of any direct fee, cost, or charge imposed by a financial institution, upon the Town of Elizabeth, for a check returned for insufficient funds.
2. The face value of the check or draft due and owed to the Town of Elizabeth.
3. Reimbursement to the Town of Elizabeth of any staff time associated with processing such payment, in the amount of twenty dollars (\$20.00), or the actual time spent on such request calculated at the hourly rate of Town staff required to process the same, whichever is higher.
4. If presented to a licensed collector or collection agency, the costs of collection, in the amount of twenty percent (20%) of the face value amount of the check or draft, but in no event less than twenty dollars (\$20.00).
5. In the event proper presentment and notice is provided by the Town or its agent for collection, and payment is not made within fifteen (15) days after such notice is given, the total of three times the face value of the check, but in an amount of not less than one hundred dollars (\$100.00).
6. If the Town is deemed the prevailing party in any litigation for the collection of amounts due on the dishonored check or draft, all court costs and reasonable attorney's fees as may be provided by a Court of competent jurisdiction.

CREDIT CARD POLICY

The purpose of this Credit Card Policy is to establish policies and procedures for the proper use, accounting, and record keeping for credit card charges for the Town of Elizabeth. These policies apply to all employees of the Town who are assigned a Town business credit card. Cardholders are responsible for ensuring that they adhere to the Town credit card policies, thereby ensuring that adequate controls are exercised to minimize the risk that Town credit cards are used for fraudulent or inappropriate purposes.

The employee listed on the credit card is the ONLY person authorized to use the credit card and the card is NOT to be used for personal use.

GENERAL REQUIREMENTS

1. Town credit cards will be issued to department heads and certain employees, with the approval of the Department Head and the Town Administrator.
2. Credit cards generally will be limited to no more than two thousand five hundred dollars (\$2,500) but may be increased with the approval of the Department Head and Finance Officer based upon the Department needs and job responsibilities.
3. Credit cards may be used only for budgeted Town business expenditures. Personal purchases are not acceptable under any circumstances. Examples of acceptable purchases are business purchases from vendors that will not be used regularly, travel and flight expenditures, meeting and conference expenses, and training opportunities where the only form of accepted payment is by credit card.
4. When using the Town purchasing card with merchants, emphasize that the Town is tax-exempt and that an invoice must not be sent as this may result in a duplicate payment. Note that in the event a charge is being made outside of the State of Colorado, a merchant may not, and is not required, to honor the Town's tax-exempt status.
5. The Town's credit card may be used for Amazon Business, Costco, Sam's Club, Office Depot, Staples, and similar organizations. However, card holders are cautioned that any such purchases must be made solely on the Town's business account and not on personal accounts. Town credit cards may not be linked to personal accounts for which the individual cardholder would receive any type of credit, points, bonuses, or discounts as an individual.

IMPROPER USE OF TOWN CREDIT CARDS

The following purchases are specifically prohibited to be placed on the Town credit card, and the purchase of the same on a Town credit card can result in disciplinary action, up to and including termination:

- Personal use of the credit card is not authorized under any circumstances.
- Alcoholic beverages / tobacco products / controlled substances.
- Gambling.

- Any capital equipment or other capital purchases.
- Items or services on term contracts.
- Maintenance agreements.
- Purchases involving the trade-in of Town property.
- Any type of cash advance or withdrawal from a bank, credit union, or automatic teller machine.
- Any other items deemed inconsistent with the values and policies of the Town.

In all cases of misuse, the Town reserves the right to recover any monies from the cardholder. Cardholders will be required to sign a declaration authorizing the Town to recover, from their wages, any amount inappropriately charged on a Town credit card.

TRANSACTION AND RECORD KEEPING

1. Individual cardholder monthly statements will be received by the Financial Officer and distributed to the cardholder for review and reconciliation.

2. Detailed and itemized receipts must be retained and submitted to the Financial Officer no later than the 15th day of the month to enable timely review and payment of the amounts due. A credit card receipt without an itemized detail is not an acceptable form of receipt.

- In the case of meals and entertainment, each receipt must include the names of the persons involved in the purchase, and a brief description of the purchase.
- In the case of travel and training each receipt must include the basis for the travel and/or the name of the course or conference attended.

3. All receipt submitted for payment must include the department, description of the charge, the signature or initial of the cardholder, and the date of approval.

4. Card purchases without itemized receipts are ultimately the responsibility of the cardholder. A failure to provide receipts or a credible explanation for the unsupported expenditure could result in the cardholder being personally liable for the expenditure.

5. In the event of a return of a good, any credit must be applied and credited directly to the card account. No cash should be received by the cardholder in the event of returning a good to a merchant or vendor.

6. All documentation associated with the payment of the Town credit card and original receipts shall be maintained by the Financial Officer. Cardholders are encouraged to keep copies of receipts should any questions on expenditures arise.

7. Credit card purchases should not include sales tax. Tax-exempt certificates are available from the Financial Officer. Exceptions may be available for vendors who refuse to recognize the exemption, or out of State vendors who are not required to honor the exemption. Any concerns regarding the applicability of sales tax should be discussed with the Financial Officer prior to making a purchase.

LOST CARDS, FRAUD, DISPUTED TRANSACTIONS, SEPERATION FROM EMPLOYMENT

Lost or stolen cards must be immediately reported by the cardholder to the credit card company. In addition, the card holder must report the loss to both his or her supervisor and the Financial Officer within twenty-four (24) hours of recognizing the credit card has been lost or stolen. Once the card has been reported as lost or stolen, it will no longer be useable by the cardholder, even if it is later found. A new card will generally be issued within three (3) business days by the Town's issuing bank.

Employees who have their card stolen shall cooperate with law enforcement, the Financial Officer, the issuing bank, and other necessary parties. This shall include providing necessary documentation, assisting in any criminal investigation, and providing any assistance that is reasonably necessary and required to stop the use of the card and recover funds. The failure to cooperate may result in discipline.

Disputed transactions must be resolved with the vendor or the bank by the cardholder. The cardholder must notify the Financial Officer immediately if there is any disputed transaction.

Upon separation from employment, the credit card must be surrendered to the Financial Officer. Prior to departure or termination of duties with the Town, the cardholder must reconcile and submit receipts for all expenditures on the card since the last statement. It is the responsibility of the departing employee to ensure that the account is settled prior to departure.

CREDIT CARD USE AGREEMENT

THIS CREDIT CARD USE AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2022 (the "Effective Date") by and between the Town of Elizabeth, a municipal corporation of the State of Colorado (the "Town") and _____, an employee of the Town (the "Employee") (each a "Party" and collectively, the "Parties").

WHEREAS, the Town has provided Employee with a Town-issued credit card (the "Credit Card") to purchase goods and services on behalf of the Town; and

WHEREAS, the Town wishes to set forth certain conditions concerning the use of the Credit Card on behalf of the Town, as further set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. Use of Credit Card. Employee hereby acknowledges and agrees that the Credit Card is the property of the Town and that any purchases made on the Credit Card by Employee shall be limited to business purposes specifically authorized by the Town, and consistent with the Town's Credit Card Policy, as the same may be amended from time to time. Examples of acceptable business purposes on behalf of the Town include, by way of example, purchases from vendors that will not be used regularly, travel and flight expenditures, meeting and conference expenses, and training opportunities where the only form of accepted payment is by credit card.

2. Prohibited Uses. Employee may not use the Credit Card for any personal, unauthorized, or illegal charges and any such misuse will result in cancellation of the Credit Card and may result in disciplinary action up to and including termination of Employee's employment. The Town further reserves the right to seek reimbursement for any personal, unauthorized, or illegal uses of the Credit Card through a civil action or other available remedies. In such case, the Town may also make a referral for criminal prosecution, if necessary.

3. Review and Investigation. The Town may review and investigate any use of the Credit Card and any charges incurred by Employee at any time and Employee shall cooperate with any such review or investigation. If Employee discovers that the Credit Card has been lost, misused, or stolen or subject to fraud, unauthorized use or misuse, Employee is required to notify the Town immediately. Employee shall further cooperate with any investigation concerning the loss, theft, or suspected misuse of the Credit Card.

4. Return of Credit Card. Employee shall return the Credit Card immediately upon request of the Town or upon termination of employment for any reason with the Town.

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

TOWN OF ELIZABETH, COLORADO

Patrick Davidson, Town Administrator

EMPLOYEE

By: _____
[Employee Name]

GRANT MANAGEMENT POLICIES FOR THE TOWN OF ELIZABETH, COLORADO

The purpose of this Policy is to develop, implement, and maintain meaningful oversight and coordination for the Town, thereby increasing grant related revenue, limiting the Town's exposure to grant related liability, and improving the efficiency and impact of programs and services funded through grants.

AUTHORITY TO SEEK GRANT FUNDING

1. Administrator Approval of Grant Applications. The Town Administrator may seek grant funding, approve grant applications, and acceptance grant funding if the grant does not require matching funds, or if the grant requires matching funds, but those funds are already part of the existing budget.
2. Board of Trustees Approval of Grant Applications. The Town Administrator must seek approval of the grant application and the acceptance of the grant through the Board of Trustees if matching funds are required for the grant, and those funds are not budgeted. In addition, approval must be obtained by the Board of Trustees if the award of the grant could create additional future expenditures such as maintenance and upkeep of grant funded improvements, the creation of new positions, or similar long-term expenditures for the Town. If there is any doubt as to the long-term consequences of any such grant, the Town Administrator shall defer to the Board for final approval on a grant application.

CONFLICT OF INTEREST

No employee or official of the Town shall have any interest, financial or otherwise, direct, or indirect, or have any arrangement concerning prospective employment that will, or may be reasonably expected to, bias the design, conduct, or reporting of a grant-funded project on which he or she is working.

It shall be the responsibility of the Department Head or grant management for each grant-funded project to ensure that in the use of project funds, officials or employees of the Town and nongovernmental recipients or sub-recipients avoid any action that might result or create the appearance of:

- Using his or her official position for private gain
- Giving preferential treatment to any person or organization
- Losing complete independence or impartiality
- Making an official decision outside official channels
- Adversely affecting public confidence in the grant funded program and the Town in general

STATEMENT OF NON-DISCRIMINATION BY THE TOWN OF ELIZABETH

The Town of Elizabeth does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities and operations. These activities include but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provisions of services. The Town is committed

to providing an inclusive and welcoming environment for all members of our staff, citizens, residents, volunteers, subcontractors, vendors, and clients.

The Town of Elizabeth is an equal opportunity employer. The Town does not discriminate and will take affirmative action measures to ensure against discrimination in employment, recruitment, advertisement for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the basis of race, color, gender, national origin, age, religion, creed, disability, veteran status, sexual orientation, gender identity or gender expression.

ADMINISTERING GRANTS AND RESPONSIBILITIES

Grants may vary substantially in terms of notice, progress reporting, completion, auditing, and similar conditions. It is important for each grant applicant and Department Head to know the terms and conditions for the grant. It is also vitally important to work with the Financial Officer to ensure financial compliance with the grant application and the awarded grant. As such, the following are the requirements for the Town's grant administration, subject to the specific terms and conditions of the grant:

1. The Financial Officer shall:

- Be responsible for the general oversight of the Town's grant activities.
- Timely receive and deposit all grant related funds.
- Ensure no funds are dispersed until the grant agreement has been signed and executed.
- Timely process all requests for the expenditure of grant related funds.
- Execute, as may be required, all documents such as grant applications and grant status reports that seek the signature of "Financial Officer", "Finance Department" or related terms.
- Track the financial requirements of the grant and include amounts in the next budget cycle after the grant is approved.
- Fulfill the financial record keeping requirements of the grant.
- Coordinate and work with Department Heads and grant applicants for the completion of the grant requirements.

2. The Department Head or Grant Applicant shall:

- Prepare and submit grant proposals.
- Develop grant implementation plans and manage grant programs.
- Upon awarding of a grant, provide a memorandum and associated documents for the Town Clerk for inclusion in the Board Packet.
- Submit any required management reports to the granting agency.
- Meet all deadlines set in the grant, or if deadlines cannot be met, apply for extensions.
- Notify the Finance Department when the project is complete, or when any submissions need to be made for distribution of grant funds.
- Provide any other data required by the Grant.
- Notify the Finance Department of any changes in the grant status.

REVIEW BY THE TOWN ATTORNEY

Grant agreements are different from many other contracts in that there is little, or no negotiation involved. In most circumstances, the Town will either sign the agreement or decline the award. Despite the Town's lack of bargaining power in this regard, it is nevertheless prudent to conduct a legal review of grant agreements to ensure that all the terms of the agreement are legally enforceable. The Town Attorney shall review the terms and conditions of the award as the initial step, as requested by the Town Administrator, Department Head or grant applicant.

RECORD RETENTION AND MANAGEMENT

All awarded grants shall be maintained in a separate file format and shall include all grant related documents including, but not limited to, grant submittal, research, award, financial reports, and correspondence with the granting agency. These are the minimum documents required to be maintained, with the granting agency's preferred file structure taking precedence.

The Town shall maintain grant records for at least three (3) years after full completion and acceptance of the grant project. This file retention shall be subject to additional time limits as may be established by the granting agency or pursuant to state and federal law.

SUPPORT FOR GRANTS NOT SOUGHT BY THE TOWN OF ELIZABETH

At times, other organizations such as government boards and agencies, non-profit organizations, and philanthropic organizations may seek letters of support for their own grants and grant funding. Because often these groups may have a specific legal, political, or ideological aspect to their grant application and funding, any such request must require approval by the Board of Trustees upon the advice of the Town Attorney.

INCLUSION AS SUPPORTING DOCUMENT IN GRANT APPLICATIONS

These Grant Management Policies, and the enabling Resolution, may be provided as a supporting document to any grant application to identify the authority for action in seeking grant funding and demonstrating the Town's adherence to non-discrimination policies in both its operations and in seeking of grant funds.

In addition, the Mayor of the Town of Elizabeth, or in the Mayor's absence, the Mayor Pro Tem, is authorized to provide any required signatures, or letters of support, to further the goals and policies set forth in these Grant Management Policies and the associated Resolution.

DISPOSAL OF SURPLUS PROPERTY

Surplus property is an asset purchased or acquired by the Town, generally using Town funds, that is either no longer in use or for which there is no further plan for use. This shall include all tangible assets such as equipment, materials, supplies, tools, furniture, electronics, and motor vehicles. Surplus property does not include property seized by the Elizabeth Police Department, nor does it include real property owned by the Town of Elizabeth.

DISPOSAL AUTHORITY

The Town Clerk, with approval of the Town Administrator, shall have the authority to sell, or otherwise dispose of, all such equipment, materials, supplies, tools, furniture, and electronics, which cannot be used by another department or used for exchange or trade-in on purchases of new items with a value less than \$5,000. All items with a value greater than \$5,000 shall not be disposed of without the Board of Trustees' approval.

Motor vehicles may be disposed of by the Clerk, with the approval of the Town Administrator, by (1) trade-in on a replacement vehicle; (2) through a sealed bid auction; or (3) through an equipment auction company or other business engaged in the auction of motor vehicles for governmental entities. Only if none of these three methods of disposal are available, shall the motor vehicle be disposed of through private sale.

METHOD OF DISPOSAL

The Town Clerk is encouraged to use the best means available to dispose of surplus property to maximize the best value for the property being disposed of, to benefit the community through donations to charitable and civic organizations and to minimize the property that is discarded through the Town's normal waste removal process. As such the sale, trade-in, and donation of surplus property are the preferred methods of disposal.

Nothing contained herein shall be construed to prohibit the Town from returning unused materials, supplies and equipment, which is surplus to the requirements of the Town. Materials, supplies and equipment may be returned with or without a restocking charge if this method of disposal will result in a higher benefit to the Town.

TRAVEL AND TRAINING FINANCIAL POLICY

The purpose of this Policy is to provide guidance to all employees and applies to all travel expenses for which Town funds are disbursed, including lodging, transportation, mileage, meals, and other travel related expenses. Travel may be considered in-state or out-of-state, and this policy shall apply equally.

Generally, overnight stays in the Denver Metro area or destinations that are near but outside the Denver Metro area do not require an overnight stay. Exceptions may be made by the Town Administrator or the Board of Trustees in those rare circumstances where an overnight stay may be required.

All employees are expected to good stewards of public funds. As such, all travel and similar expenses must be reasonable, necessary, and done for the benefit of the Town of Elizabeth.

AUTHORIZATION TO TRAVEL

All employees must have approval of the Department Head or the Town Administrator prior to travel. Approval must be obtained in advance, including estimated costs and associated documentation. This documentation should include costs for conference or training registration, transportation, lodging requirements, anticipated mileage, and related information.

Travel outside of the State of Colorado may be approved by the Town Administrator, if it can be reasonably demonstrated that the costs of in-state travel and associated training would likely be more expensive in-state than attending training in an adjacent state. Travel outside the Continental United States, regardless of the type of conference or training, must be approved by the Board of Trustees.

TRANSPORTATION

Travel by Town Vehicle. The use of a Town vehicle for travel is permitted and preferred over personal vehicle use. An employee making use of a Town vehicle for travel shall comply with all provisions of the Town's Employee Handbook, and other rules and policies regarding vehicle operation. Only Town employees are permitted to travel in a Town vehicle being used under the policies set forth herein. The employee shall use the Town issued credit card for fuel purchases, and receipts must be submitted to the Financial Officer.

Travel by Personal Vehicle. Employees may make use of their personal vehicle for travel. Mileage shall be calculated based on actual road distances between the Town of Elizabeth and the destination. Employees using a personal vehicle can be reimbursed at the standard Internal Revenue Service (IRS) mileage rate.

Air Travel. Air travel should be purchased at the lowest coach airfare available at the time the reservation is made. Consideration should be given to lay-overs and connecting flights which may make the costs of airfare lower but may also result in additional meal and lodging costs for the Town. The purpose behind this policy is to keep the expenditure of taxpayer funds, and the time the employee is away from work, as low as possible.

Vehicle Rental. Vehicle rentals are generally not allowed as a travel expense. Public ground transportation should be used instead. Circumstances that might warrant a vehicle rental shall be presented to the Town Administrator for approval, as the rental of such vehicles includes the use of the Town's credit card, the Town's vehicle insurance, and potentially Town liability for any accident or injury.

Toll Roads. Toll expenses are allowed and may be paid using a Town credit card. Alternatively, the individual may receive a reimbursement, provided that appropriate documentation is provided to the Financial Officer.

Parking. Airport parking is authorized to the extent it is reasonable and economical. It should be noted that generally the closest parking to the terminal is not the most economical. Hotel and other public parking is authorized, however, valet parking is generally not allowed as it is not generally required. Parking expenses may be paid using a Town credit card. Alternatively, the individual may receive a reimbursement, provided that appropriate documentation is provided to the Financial Officer.

LODGING

When attending a conference or training, employees are expected to stay in the conference hotel at the available conference room rates. If more than one lodging choice is provided for a conference or training, employees should select the least expensive lodging option. Further, lodging is only allowed for the number of night necessary to attend the conference, training, or event. Extra nights are at the employee's sole expense.

When lodging is necessary, employees are expected to seek intermediate or moderately priced hotels and standard hotel rooms. Extra costs, such as lodging due to an employee's guest or room service, must be paid for separately by the employee using personal funds. Sharing of rooms by employees is not required.

MEALS WHILE TRAVELING

An employee's meals, while traveling, is an allowed expense. Town credit cards may be used for the purchase of meals, but receipts must be retained and submitted to the Financial Officer. Meals should be reasonable and shall not include alcoholic beverages. In the event a meal is provided as part of the conference or training, employees are expected to take advantage of that meal. If the employee chooses to eat on their own, when a meal is provided, the employee is solely responsible for the costs of that meal.

The costs allowed for meals (and other travel related expenses) shall be calculated based on the U.S. General Services Administration Per Diem Rates. Those rates may be found at www.gsa.gov/travel/plan-book/per-diem-rates. Any questions regarding meals should be directed to a Department Head for guidance.

Employees are reminded to consult the Employee Handbook regarding gratuities, and related topics prior to traveling, to ensure the meal policy is followed accordingly.

APPROVALS, SUBSTANTIATION AND DOCUMENTATION OF EXPENSES

Prior to Travel. The employee must obtain all appropriate approval before incurring any travel expense, this includes the approval of the Department Head or Town Administrator, or under specific circumstances, the Board of Trustees.

Post Travel. All expenses must have detailed and itemized documentation such as receipts, invoices, airline tickets, brochures, that substantiate the business purpose of the expense. The Financial Officer has the right to request additional documentation regarding the travel expenses if it is reasonably required to satisfy anticipated concerns of the auditors.

The Department Head is responsible for verifying and approving all travel expenses that are related to the Town's business. The Financial Officer will review all expenses for compliance with this policy and will seek a resolution of all real or perceived discrepancies by working with the employee and the Department Head for resolution.



TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor, Mayor Pro Tem, and Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: August 16, 2022
SUBJECT: Server Upgrade for Town Hall

BACKGROUND

The Town's information technology is managed through a contract with Phoenix Technology Group. Phoenix recently reviewed the lifecycle report for the Town Hall server and noted that the server is coming up on its 6th year anniversary. The server is set to be replaced during the next fiscal year. Due to supply chain issues and concerns as to the ability of components such as computer chips, Phoenix has inquired if we are able to acquire the new server during this budget cycle.

ANALYSIS

The Town has become much more reliant on our computer systems to deal with day-to-day operations. With the direction by the Board to become more electronic savvy as well as convert to electronic storage of documents, it becomes increasingly vital to have updated computer systems. While backup systems exist, the loss of the Town Hall server would be detrimental to operations for weeks. This, combined with concerns in obtaining a replacement in the future, would indicate it appropriate to look at acquiring the server upgrade this fiscal year rather than waiting until the latter half of the next fiscal year.

STAFF RECOMMENDATION

Staff recommends the acquisition of the new server as proposed by Phoenix Technology Group for purchase and installation during the current fiscal year.

BUDGET CONSIDERATIONS

The combined costs of hardware and services for the new server has been quoted at \$10,030.00. This quote is valid for the next thirty (30) days. Phoenix has suggested that the cost will increase in the coming months, and that the Town should be expected to spend an additional 10%-15% for the same hardware if purchased next year. This is an acceleration of a known future expense and would be funded from unallocated general funds.

ATTACHMENTS

Phoenix Technology Group – Domain Server Proposal



Phoenix Technology Group



We have prepared a quote for you

Domain Server Proposal

Quote # 000166
Version 1

Prepared for:

Town of Elizabeth

Michelle Oeser
moeser@townofelizabeth.org

Hardware

Description		Price	Qty	Ext. Price
HPE ProLiant ML350 G10 4U Tower Server - 1 x Intel Xeon Silver 4208 2.10 GHz - 16 GB RAM - Serial ATA/600, 12Gb/s SAS Controller - 2 Processor Support - 1.50 TB RAM Support - Up to 16 MB Graphic Card - Gigabit Ethernet - 8 x SFF Bay(s) - Hot Swappable Bay 		\$4,424.00	1	\$4,424.00
HPE SmartMemory 16GB DDR4 SDRAM Memory Module - For Server - 16 GB (1 x 16GB) - DDR4-2933/PC4-23466 DDR4 SDRAM - 2933 MHz - CL21 - 1.20 V - Registered - 288-pin - DIMM 		\$263.00	1	\$263.00
HPE 1.20 TB Hard Drive - 2.5" Internal - SAS (12Gb/s SAS) - 10000rpm - 3 Year Warranty - 1 Pack 		\$406.00	1	\$406.00
HPE 800W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit - 800 W - 230 V AC 		\$202.00	1	\$202.00
HPE Integrated Lights-Out Advanced - Subscription License - 1 Server License - 3 Year - Standard 		\$251.00	1	\$251.00
HPE Pointnext Tech Care Essential Service - Extended Warranty - 3 Year - Warranty - 24 x 7 x 4 Hour - On-site - Maintenance - Parts & Labor		\$1,642.00	1	\$1,642.00
HPE Microsoft Windows Server 2019 Standard - License - 16 Core - Reseller Option Kit (ROK) - DVD-ROM - PC		\$892.00	1	\$892.00
			Subtotal:	\$8,080.00

Services

Service Description	Installation Cost
Domain Server Installation, Configuration, Data Migration, and Decommission	\$1,950.00
Engineer Fixed Fee	
Subtotal: \$1,950.00	



TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor, Mayor Pro Tem, and Board of Trustees
FROM: Patrick Davidson, Town Administrator / Michael DeVol, Public Works Director
DATED: August 16, 2022
SUBJECT: Water Restrictions

BACKGROUND

Through existing Town Code Section 13-20-160(e), the Town Board of Trustees retained the right to limit the use of municipal water by means of placing restrictions on the irrigation and sprinkling of lawns and landscape. On August 9, 2022, for the first time in the history of the Town, a recommendation was made to exercise this right. As such, Resolution 22R36 was passed on August 9, 2022, to allow for the limitation of watering and to implement a watering schedule.

In a further commitment to preserve the Town's water supply during this time of drought, staff has been instructed to prepare an Ordinance to Amend Section 13-2-160 to further allow restrictive measures to limit the unnecessary use of water. The revised process allows the Town Administrator, or his or her designee, to declare a water shortage or scarcity and implement water saving measures for the community. Any such declaration shall be confirmed with the Board no later than the next regularly scheduled meeting of the Board of Trustees.

ANALYSIS

The Board has directed staff to expand Town Code Section 13-20-160(e) to allow for a timelier response to any water concerns, including restrictions deemed advisable. The Board retains ultimate authority to alter or amend any restrictions imposed by the Town Administrator and/or his or her designee.

STAFF RECOMMENDATION

Staff recommends the approval of the amendment to the Ordinance for the reasons set forth herein.

BUDGET CONSIDERATIONS

There are no known budget impacts from the passage of this Amendment to the Town Code.

ATTACHMENTS

Proposed Ordinance 22-08
Proposed Resolution 22R39

ORDINANCE 22-08

AN ORDINANCE AMENDING SECTION 13-2-160, SUBSECTION (e) OF THE TOWN OF ELIZABETH MUNICIPAL CODE REGARDING THE AUTHORITY TO IMPOSE WATER RESTRICTIONS ON BEHALF OF THE TOWN

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

Section 1. Section 13-2-160, subsection (e) of the Town of Elizabeth Municipal Code is amended to read as follows:

(e) In case of water shortage or scarcity, the Town Administrator or the Town Administrator's designee shall be authorized to place any restrictions deemed necessary upon the use of water, including, but not limited to, restrictions on the use of water for irrigation or sprinkling purposes, and other restrictions deemed necessary to limit the use of water in the case of water shortage or scarcity. The Town Administrator or the Town Administrator's designee shall notify the Board of Trustees of the imposition of such restrictions no later than the next regular meeting of the Board of Trustees following the imposition of such restrictions, and shall further utilize such measures reasonably necessary to notify the Town's water users of such restrictions in advance of the effective date of such restrictions.

Section 2. Severability. If any section, paragraph clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or enforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 3. The Board of Trustees hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 4. This Ordinance shall become effective thirty (30) days after publication.

Read and approved at a meeting of the Board of Trustees of the Town of Elizabeth, Colorado, this _____ day of _____, 2022.

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

Megan Vasquez, Mayor

ATTEST

Michelle M. Oeser, Town Clerk

RESOLUTION 22R39

A RESOLUTION IMPLEMENTING WATER RESTRICTIONS PURSUANT TO SECTION 13-2-160(e) OF THE TOWN OF ELIZABETH MUNICIPAL CODE

WHEREAS, Section 13-2-160(e) of the Town of Elizabeth Municipal Code authorizes the Board of Trustees to impose any water restrictions in the event of water shortage or scarcity; and

WHEREAS, based on the drought conditions in the State of Colorado, the Board of Trustees hereby desires to impose such water restrictions within the Town of Elizabeth of Town water users.

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

Section 1. Pursuant to Section 13-2-160(e) of the Town of Elizabeth Municipal Code, the Board of Trustees hereby implements the water restrictions and watering schedule set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

Section 2. In addition, pursuant to Section 13-2-160(g) of the Town of Elizabeth Municipal Code, the Board of Trustees hereby temporarily prohibits the washing of motor vehicles except where such washing of vehicles is an authorized commercial use.

Section 3. This Resolution shall become effective immediately, and shall remain in effect until further action by the Town.

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

Megan Vasquez, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk



TOWN OF ELIZABETH

MIKE DEVOL, PUBLIC WORKS DIRECTOR

August 23, 2022

Mayor, Mayor Pro-Tem, and Elizabeth Town Board of Trustees

RE: Landscaping Contract per Board Discussion and Direction August 9th, 2022

Public Works has attached for your approval a Trade Contract Agreement between 101 Landscaping and the Town of Elizabeth in the amount not to exceed \$79,500.00. The contract includes all of the previously discussed items and materials to complete the overall project except for plants that will be installed next year. The Drip Irrigation will be complete along with all other large items.

Attachment:

Resolution 22R40

Trade Contract Agreement

Thank you,

Mike DeVol
Town of Elizabeth
Public Works Director
GCWWTP Operations
mdevol@townofelizabeth.org

RESOLUTION 22R40

A RESOLUTION APPROVING A TRADE CONTRACTOR AGREEMENT WITH 101 LANDSCAPING ELIZABETH, COLORADO FOR THE INSTALLATION AND COMPLETION OF LANDSCAPING PER DRAWINGS LOCATED AT TOWN HALL AND NOT TO EXCEED SEVENTY NINE THOUSAND FIVE HUNDRED DOLLARS (\$79,500.00)

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

The Trade Contractor Agreement with 101 Landscaping for the installation of Town Hall Landscaping per drawings that meet the Town Code Landscape criteria for a total amount not-to-exceed \$79,500.00, attached hereto, is hereby approved and the Mayor is authorized to execute same on behalf of the Town.

PASSED, APPROVED AND ADOPTED this 24th day of August, 2022 by the Board of Trustees of the Town of Elizabeth, Colorado, on the first and final reading by a vote of _____ for and _____ against.

Megan Vasquez, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk

TRADE CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of August _____, 2022, by and between the Town of Elizabeth, State of Colorado, a body politic and corporate, hereinafter referred to as the "Town" or "Owner" and Native Sun Construction, Inc., hereinafter referred to as the "Trade Contractor" (each a "Party" and together, the "Parties").

ARTICLE 1 - GENERAL PROVISIONS AND SERVICES

A. The Trade Contractor known as 101 Design Landscaping will commence and fully complete the Town of Hall landscape project, which is described in **Appendix A**, which is attached hereto and made a part hereof ("Project").

B. 101 Design Landscaping will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.

C. 101 Design Landscaping will commence the work required by the contract documents within ten (10) calendar days after the date of the notification to proceed and will complete the same on or before October 1st, 2022, unless the period for completion is extended otherwise by the contract documents. 101 Design Landscaping agrees to pay as liquidated damages, and not as a penalty, the sum of Seven Hundred and Fifty Dollars (\$750.00) for each consecutive calendar day's delay in completing this Contract after the completion dated specified herein, excluding any approved extensions of time because of unavoidable delay.

D. 101 Design Landscaping agrees to perform all of the work described in the contract documents and to comply with the terms therein for an amount not to exceed Seventy Nine Thousand Five Hundred Dollars (\$ 79,500.00) as described in Article 5 of this Agreement.

ARTICLE 2 - DEFINITIONS

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

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

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

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

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

27. Work - All labor necessary to produce the construction required by the contract documents, and all materials and equipment incorporated or to be incorporated in the project. The work and the project are used interchangeably to mean the same thing.

28. Written Notice - Any notice to any party of the Agreement relative to any part of the Agreement in writing and considered delivered and the service thereof completed when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the work.

ARTICLE 3 - DESCRIPTION OF WORK AND SERVICES

Section 1. Drawings and Specifications.

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

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

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

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

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

F. The additional drawings and instructions thus supplied will become a part of the

contract documents. The Trade Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

Section 2. Materials, Services and Facilities.

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

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

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

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

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

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

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

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

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

Section 3. Shop Drawings.

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

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

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

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

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

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

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

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

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

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

Section 4. Records, Accounts and Audits.

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

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

Section 5. Inspection and Testing.

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

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

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

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

E. The Engineer, the Owner, and their representatives will at all times have access to the work and to locations where materials or equipment are being manufactured, stored, or prepared for use under these contract documents, and they shall have full facilities for unrestricted inspection of such materials, equipment, and work including full access to purchasing and engineering information, but not including prices, to the extent of uncovering, testing, or removing portions of the finished work. The Engineer and Owner shall be furnished with such information as may be required regarding materials used and the process of manufacture for the various items

of equipment. Inspections by the Engineer and Owner of equipment or materials during its manufacture will be performed by or for the Owner solely in an effort to detect discrepancies and defects as early as possible, when they can be most readily corrected, and the work thereby expedited. No acceptance of equipment or materials will be construed to result from such shop inspections by the Engineer and Owner. Any inspections or tests or waivers thereof will not relieve the Trade Contractor of responsibility for meeting all requirements of these contract documents.

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

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

Section 6. Construction Review

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

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

C. Whenever in the drawings, plans or Contract Documents the terms "as ordered", "as directed," or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Engineer as to the work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the work for compliance with the contract documents. The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility for the project. Neither the Owner nor the Engineer will be responsible for the acts or omissions of Contractor or any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

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

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

Section 7. Surveys, Permits and Regulations.

A. The Town will furnish all land surveys as outlined herein and as necessary to complete the work. The Trade Contractor shall provide minimum 48 hrs notice to the Town when and where and for what purpose, construction staking is needed. Any additional surveying or re-surveying due to lost or destroyed stakes that had previously been set, shall be done by the Trade Contractor or by the Engineer at the Trade Contractor's expense. Benchmarks and survey stakes shall be preserved by the Trade Contractor and in case of their destruction, or removal by him, his employees, or others, they shall be replaced by the Engineer at the Trade Contractor's expense and his Sureties shall be liable therefor. The Contractor is responsible for providing an As-built set of drawings prior to final acceptance. Any surveying services necessary for the Contractor to provide the As-built drawings shall be at the cost of the Contractor.

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

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

D. The Owner will provide rights-of-way and permanent and temporary easements as shown on the plans for construction purposes. Any additional land actually needed by the Trade

Contractor for the performance of the work, proper location of his plant and equipment, or the storage of materials and supplies for the work, shall be furnished by the Trade Contractor.

Section 8. Protection of Work, Property and Persons.

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

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

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

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

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

F. The Trade Contractor shall at all times conduct and work in such a manner as to cause the least inconvenience and greatest protection to the general public. The Trade Contractor shall furnish and maintain barricades, warning signs, red flags, lights, and temporary passageways

as may be necessary to protect the work and to safeguard the public. The cost of furnishing and maintaining the above facilities shall be incidental to the contract and no extra compensation for it will be allowed.

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

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

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

Section 9. Communication with the Owner.

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

Section 10. Scope of Work.

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

Section 11. Trade Contractor's Responsibility.

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

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

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

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

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

F. Tools furnished with any equipment may be used for erection purposes when approved by the Owner and shall be turned over to the Owner after completion of the erection in a condition acceptable to the Owner. In case of rejection by the Owner, the Trade Contractor shall replace the tool or tools at no extra cost to the Owner.

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

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

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

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

Section 12. Changes in the Work.

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

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

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

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

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

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

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

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

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

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

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

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

4. A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

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

appropriate supporting data. For the purposes of this Subparagraph, actual costs shall be defined as and limited to the following:

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

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

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

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

D. MINOR CHANGES IN THE WORK.

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

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

adjustment will be authorized by change order.

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

Section 13. Contract Documents.

In case of conflict between this Agreement and the supplementary conditions, this Agreement will govern.

ARTICLE 4 – TRADE CONTRACTOR'S CONSTRUCTION SCHEDULE

Section 1. Preconstruction Conference.

A preconstruction conference shall be scheduled at the time the Notice of Award is issued. The Trade Contractor, at the preconstruction conference, shall prepare and submit for the Owner's and the Engineer's review and approval a Trade Contractor's construction schedule for the Work, in such and form and detail as the Owner may require. The schedule shall not exceed time limits under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire project to the extent required by the Contract Documents, and shall provide for the expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of the Work. The schedule shall be updated every thirty (30) days for submitted to Engineer with Trade Contractor's applications for payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such time stated in the original schedule. If any schedule submitted sets forth a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), the Trade Contractor shall submit to Engineer and Owner for their review and approval, a narrative description of the means and methods which Trade Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Trade Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Trade Contractor shall not be entitled to an adjustment in the Contract Sum or the Schedule.

Section 2. Schedule of Submittals.

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

Section 3. Conformance to Schedule.

The Contractor shall conform to the most recent schedules.

ARTICLE 5 - TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

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

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

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

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

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

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

part of any other trade contractor or supplier.

ARTICLE 6 - CONTRACT SUM

Section 1. Monthly or Progress Payments.

A. The Board of Trustees of the Town of Elizabeth has appropriated the money necessary to fund this project. The Owner shall pay the Trade Contractor in current funds for the performance of the work, subject to any additions and deletions, by written change order, the total sum not to exceed Three Million, One Hundred and Ninety Thousand, Nine Hundred Ninety Dollars and Fourteen Cents (\$3,190,990.14) (the "Original Contract Amount"). Notwithstanding anything to the contrary contained in this Agreement, no change order or other form of directive by the Owner requiring additional compensable work to be performed, which causes the aggregate amount payable under this Agreement, to exceed the amount appropriated for the Original Contract Amount, unless the Trade Contractor is given written assurance by the Town of Elizabeth that lawful appropriations have been made by the Board of Trustees of the Town of Elizabeth to cover the cost of the additional work.

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

1. Before the first application for payment, the Trade Contractor shall submit to the Engineer and Owner a schedule of values to be allocated to the various portions of the Work, which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to subcontractors, supported by such evidence of correctness as the Engineer may direct. This schedule, when approved by the Engineer, shall be used to monitor the progress of the Work and as a basis for making progress payments hereunder. Application for monthly progress payments shall be made in writing in accordance with this Agreement and shall be submitted on approved forms provided by the Owner and shall be submitted to the Owner on or before the twentieth (20th) day of each month. Applications received on time will be paid on the twentieth (20th) day of the following month, providing that the Owner approves such recommendations of the Engineer. Applications received after the twentieth (20th) day of each month shall be paid after the Owner's next pay period.
2. Progress payments to the Trade Contractor shall be subject to retention in accordance with Colo. Rev. Stat. § 24-91-103, as amended.

3. Upon receipt of written notice from the Trade Contractor that his work is ready for final inspection and acceptance by the Owner and upon receipt of final application for payment, the Owner will promptly make such final field review subject to the final payment requirements contained in Colo. Rev. Stat. § 38-26-107, as amended. If the Engineer finds that the work is acceptable under the contract documents, he will recommend to the Owner that a final certificate of payment be issued. Neither final payment nor the remaining retention shall become due until the Trade Contractor submits to the Engineer an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work, have been paid or otherwise satisfied. Likewise, final payment shall not be made until the consent of the surety to final payment has been obtained, and if required by the Owner, such other data establishing payment or satisfaction of all obligations, including releases, final lien waivers, and receipts and warranties, if any, have been provided to the Engineer for the use and benefit of the Owner. Should any subcontractor of the Trade Contractor or supplier of said Trade Contractor refuse to furnish any warranty and/or release or waiver, the Owner in its sole discretion, may refuse to certify final payment. The Trade Contractor may then furnish sufficient bonds satisfactory to the Owner to indemnify the Owner against any such liens.
4. Notwithstanding anything else to the contrary contained herein, such final payment by the Owner shall not be construed as a waiver of any claims affecting or arising from:
 - a. Unsettled liens;
 - b. Faulty or defective work appearing after substantial completion;
 - c. Failure of the work to comply with the requirements of the contract documents;
 - d. Terms of any special warranties required by the contract documents.
5. The acceptance by the Trade Contractor of final payment shall be and shall operate as a release to the Owner from all claims and all liability to the Trade Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of the work other than claims in stated amounts as may be specifically expected by the Trade Contractor with the consent of the Owner. Any payment, however, final or otherwise, will not release the Trade Contractor or his sureties from any obligations under the contract documents or the performance bond and labor and material payment bond.

ARTICLE 7 - CORRECTION OF WORK

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

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

ARTICLE 8 - TEMPORARY FACILITIES AND SERVICES

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

ARTICLE 9 - INDEMNIFICATION AND INSURANCE

Section 1. Indemnification.

The Trade Contractor agrees to indemnify and hold harmless the Owner, its officers, employees, agents, and their insurers, and the Engineer, its officers, employees, agents and insurers, from and against all liability, claims, and demands on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Trade Contractor, or of any employee of any subcontractor to the Trade Contractor.

The Trade Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Trade Contractor, or at the option of the Owner or the Engineer, agrees to pay the Owner or the Engineer or reimburse the Owner or the Engineer for defense costs incurred by the Owner or the Engineer in connection with any such liability, claims, or demands. The Trade Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false, or fraudulent.

This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6) and

shall be read as broadly as permitted to satisfy that intent. Trade Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Trade Contractor, any subcontractor of Trade Contractor, or any officer, employee, representative, or agent of Trade Contractor or of any subcontractor of Trade Contractor. If Trade Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Trade Contractor's obligation to defend, indemnify and hold harmless the Town may be determined only after Trade Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c), as amended.

Section 2. Insurance.

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

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

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

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

The limits of General Public Liability Insurance for broad form property damage (including products and completed operations) shall be not less than one million dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one accident and not less than

one million, five hundred, thousand dollars (\$1,500,000) for all damages arising out of injury to, or destruction of property, including the Owner's property during the policy period.

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

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

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

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

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

Section 3. Certificates of Insurance.

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

Director of Public Works
Town of Elizabeth
151 South Banner Street
Elizabeth, Colorado 80107

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

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

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

ARTICLE 10 - PERFORMANCE, LABOR AND MATERIAL PAYMENT BONDS

The Trade Contractor shall within ten (10) days after the receipt of a notice of award, furnish the Owner with a performance bond and a payment bond in penal sums equal to the amount of the contract price, conditioned upon the performance by the Trade Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents, and upon the prompt payment by the Trade Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bonds shall be executed by the Trade Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Trade Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, the Trade Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Trade Contractor. No further payments will be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

ARTICLE 11 – CLAIMS AND DISPUTES

A. Definition. A claim is a demand or assertion by one of the Parties seeking, as a

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

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

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

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

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

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

F. Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than seven (7) days after first observance of the conditions. Site conditions which an experienced and prudent contractor could have anticipated by visiting the site, familiarizing himself with the local conditions under which the Work is to be performed and correlating his observations with the requirements of the Contract Documents shall not be considered as claims for concealed or unknown conditions, nor shall the locations of utilities which differ from locations provided by the utility companies. The Engineer or Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor’s cost of, or the required time for, performance of any part of the Work, will

recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Engineer or Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Engineer or Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within twenty-one (21) days after the Engineer or Architect has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Engineer or Architect for initial determination, subject to further proceeding pursuant to these Contract Documents.

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

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

I. Injury or damage to person or property. Subject to the Parties' obligations and responsibilities under the Contract Documents in general and Article 9 hereof in particular, if either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ten (10) days after first observance. The notice shall provide sufficient detail to enable the other party to

investigate the matter. If a claim for additional cost or time related to this claim is to be asserted, it shall be filed as provided in Article 3, Section 12.

ARTICLE 12 - RESOLUTION OF CLAIMS AND DISPUTES

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

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

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

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

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

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

G. The Trade Contractor shall give written notice to the Owner within ten (10) days of any dispute/claim arising under this Agreement upon which the Trade Contractor seeks compensation or change of contract documents, otherwise the Trade Contractor's dispute/claim shall be deemed waived. Said ten (10) days written notice shall not be deemed to run from the date of discovery in this instance but from the date the dispute/claim has arisen.

ARTICLE 13 - TERMINATION

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

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

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

D. **Termination for Convenience:**

1. The Owner may for its own convenience terminate work under the contract in whole or in part at any time by written notice to the Trade Contractor. Such notice shall state the extent and effective date of such termination and on the effective date thereof the Trade Contractor will, as and to the extent directed, stop work under the contract and the placement of further orders or subcontracts under the contract, terminate work under order and subcontracts under the contract, and take any necessary action to protect property in the Trade Contractor's possession in which the Owner has or may acquire an interest.
2. In the event of such termination, the Owner shall pay to the Trade Contractor: (1) its direct costs (excluding overhead) for all work done in conformity with the Contract to the effective date of such termination and (2) other costs pertaining to the work which the Trade Contractor may incur as a result of such termination, all as approved by the Owner plus ten percent (10%) of such costs (excluding costs under (2) above) for overhead and

profit, provided, however, that in no event shall the total amount to be paid under this Article 13, Section D.(2) plus payments previously made, exceed the lesser of (a) the total aggregate contract price specified in the Trade Contract; or (b) that proportion of the aggregate total contract price specified in the date of termination bears to the entire work to be performed hereunder. Any payment under this Article 13, Section D.(2) shall be made upon the expiration of the period within which liens may be filed under the laws of the state of Colorado, subject, however, to withholding by the Owner for the reasons and in the manner provided in those provisions pertaining to withholding of payments for liens.

E. Termination for Default:

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

implementing the work, and the damage incurred through the Trade Contractor's default, shall be approved by the Owner.

3. The provisions of this Article 13, Section D.(2) shall not apply in the event of default of the Trade Contractor; provided, however, that the provisions of Article 13, Section D.(2) shall apply in the event of substantial failure by the Owner to fulfill its obligations under this Agreement.

ARTICLE 14 - SIMULTANEOUS WORK BY OTHERS

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

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

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

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

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

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

ARTICLE 15 - SUBCONTRACTING

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

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

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

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

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

ARTICLE 16 - GUARANTY

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

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

ARTICLE 17 – WORKERS WITHOUT AUTHORIZATION; LOCAL LABOR

A. Certification. By entering into this Agreement, Trade Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker

without authorization who will perform work under this Agreement and that Trade Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

B. Prohibited Acts. Trade Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Trade Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

C. Verification.

1. If Trade Contractor has employees, Trade Contractor has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.
2. Trade Contractor shall not use the E-Verify or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
3. If Trade Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization who is performing work under this Agreement, Trade Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection a hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under this Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under this Agreement.

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

E. Affidavits. If Trade Contractor does not have employees, Trade Contractor shall sign the attached "No Employee Affidavit." If Contractor wishes to verify the lawful presence of

newly hired employees who perform work under the Contract via the Department Program, Trade Contractor shall sign the "Department Program Affidavit" attached hereto.

F. Keep Jobs In Colorado Act. Pursuant to the Keep Jobs in Colorado Act, C.R.S. § 8-17-101, et seq. (the "Act"), and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules"), Trade Contractor shall employ Colorado labor to perform at least 80% of the work under this Agreement and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section, "Colorado labor" means a person who is a resident of the state of Colorado at the time of this Agreement, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide qualification. A resident of the state of Colorado is a person with a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last 30 days. Trade Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed \$500,000 in the aggregate for any fiscal year.

ARTICLE 18 - SALES TAX

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

ARTICLE 19 - MISCELLANEOUS PROVISIONS

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

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

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

D. In the event any provision of this Agreement is held invalid and unenforceable, the

remaining provisions shall be valid and binding upon the Parties.

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

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

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

ARTICLE 20 - ATTACHMENTS, SCHEDULES AND SIGNATURES

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

IN WITNESS WHEREOF the Parties each herewith subscribe the same in triplicate.

TOWN OF ELIZABETH, COLORADO

By: _____
 , Mayor

ATTEST:

 , Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Town Attorney



August 23, 2022

Management Team Updates

Community Development – Pam Cherry

- A letter has been sent to the Countryside Village owner regarding construction noncompliance with the approved site plan.
- The Historic Advisory Board has been working with Zach and Corey on amendments to Chapter 16, Article 11, Historic Preservation, that will be presented for approval at a future meeting.
- We continue to work on amendments to the code and double checking all suggestions for any conflicts in other sections of the code.
- We are anticipating the comments from referral agencies on the resubmittal of Elizabeth West to be submitted by the end of this week.
- Planning is underway for Wine in the Pines and the Mayor's Tree Lighting.

Town Clerk – Michelle Oeser

- A jury trial is currently scheduled for September 27th.
- Staff has all finished up training on passport processing and is moving onto the next step for approval into the system.
- Included with my report is the application for the student chosen by Elizabeth High School as your new student liaison. Karli is going to review her schedule (as you will see she is very busy) and attend a Board meeting as soon as she can.
- The Elizabeth Chamber of Commerce Harvest Festival/Trick-or-Treat Street will be on October 29th from 11 a.m. to 3 p.m. Would the Board like me to reserve a spot?

Police – Chief Melvin Berghahn

 See attached Stats

Public Works and Utilities – Mike DeVol

 See attached Report

A. Identification:

Name Pronske Karli Kay

Last First Middle

Address [REDACTED]

City Elizabeth Zip Code 80107

Home Phone [REDACTED] Cell Phone: [REDACTED]

E-Mail Address [REDACTED]

B. Involvement in School and Community:

School Involvement:

- * Captain of Varsity Volleyball Team
- * President of FBLA
- * President of NHS
- * Member of Flight Crew
- * Track and Field

Community Involvement:

- * Volunteer at Encompass Church
- * Internship in Governors Office of
Constituent Services
- * Occasional volunteer at Elizabeth
Presbyterian Church

Awards and any other accomplishments:

- * Selected to attend CASB Conference
- * STARS Award
- * Principals Honor Roll / Junior Escort
- * Academic All State First Team Volleyball
- * All Conference Honorable Mention Volleyball

C. Transcript

D. Two Letters of Recommendation (one from a teacher/ school administration and one nonfamily reference)

E. Essay

All applications must include an essay with minimum of 250 words in which the applicant explains why he or she wishes to serve as the Student Liaison.

VERIFICATION BY APPLICANT

I hereby certify that all statements made in this application are true and correct.

Karl Pronske

Signature

7/11/22

Date

My name is Karli Pronske and I'm interested in fulfilling the Student Liaison Position for the 2022-2023 school year.

My family has been in Elizabeth for such a long time—in fact, my mom and her siblings all went to Elizabeth High School as well, and I'm actually growing up in the little ranch house that my mom was raised in and my grandparents had lived in since 1956. Because of that, I've always felt really connected to the town and the people who live here. My grandma, Margie Musgrave, seems to know practically everyone in Elizabeth, and it's so much fun being able to learn a little bit about the town history from her.

I also became interested in government over the past year, and I even managed to get an internship in the Governor's Office of Constituent Services, thanks to Mrs. Cook! It was an incredible learning experience and the knowledge I gained from seeing how government works firsthand will last me a lifetime.

My last reason would simply have to be how much I love my school. I am genuinely so happy I grew up in the Elizabeth School District. A lot of my friends have been in the district since elementary school, and after these past 12 years, I can definitely call them family. Bella Valentine, who graduated this past year, is also one of my best friends and she told me what an amazing experience being the Student Liaison was, and I really hope I can be a part of it as well.



July 12th, 2022

Recommendation for Karli Pronske

With great pleasure, I am writing to recommend Karli Pronske in support of her application for the position of Elizabeth High School Student Liaison.

I'm currently her Varsity Volleyball Coach, and I can say that she is a young lady of high character and would be a perfect representative for Elizabeth High School. She was chosen by her teammates and coaches as one of the team captains last season. She is a leader among her teammates and received an (All Conference Team) Second Team selection! Karli gives 100 percent in practices and games and I consider her my "go to" for all things Elizabeth High School. She is positive and encouraging to those around her and is helping to raise the volleyball program to one of the most admired programs on campus.

She displays amazing time management as a student, balancing academics, work responsibilities, volleyball, and NHS. I'm super proud and honored to know such a talented person as Karli!

I, therefore, highly recommend Karli Pronske for the position of Elizabeth High School Student Liaison.

Sincerely,

Tracy Wait
Head Coach – Elizabeth Volleyball

July 11, 2022

To Whom It May Concern:

I am very happy to write this letter of recommendation for Miss Karli Pronske. She would be a fantastic Student Liaison for Elizabeth High School. You couldn't find a more deserving candidate for this position.

Karli is very involved in high school. She is the captain of the Varsity volleyball team, President of FBLA (Future Business Leaders of America), President of National Honor Society, and a member of the Flight Crew. She also runs track and volunteers at Encompass Church. She does all this while holding a GPA of 4.06 weighted.

Miss Pronske puts her all into everything she signs up for. She is extremely talented in using a computer to do graphics, and is very well spoken when she talks in front of her peers or adults. Her many talents would be a great asset for the Student Liaison position. She is a friendly, kind person who helps others and puts others before herself.

I would not even hesitate to recommend Karli because she will do such a great job in representing EHS. If you have any questions, please do not hesitate to contact me at 719-649-3767.

Sincerely,

Lori McCain
Teacher
llmccoin@yahoo.com



TOWN OF ELIZABETH

POLICE DEPARTMENT
MELVIN BERGHAHN, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

07/31/2022 to 08/13/2022



ELIZABETH POLICE DEPARTMENT'S MISSION STATEMENT:

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

The following is an informational breakdown of EPD police activity from 07/31/2022 at 12:01 a.m. to 08/13/2022 at 11:59 p.m. This information is compiled from our Records Management System (RMS), identified as New World (NW), as well as Douglas County Regional Dispatch (DRDC) records.

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

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



TOWN OF ELIZABETH

POLICE DEPARTMENT
 MELVIN BERGHANN, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

07/31/2022 to 08/13/2022

Total Calls for Service:

332

Traffic Stops:

Total Stops:	Penalty Assessments:	Written Warnings:	Verbal Warnings:	Assisting Other Agencies
45	27	9	9	0

Parking Violations:

Total Parking Violations:	Parking Citations:	Parking Written Warnings:	Parking Verbal Warnings:
3	0	1	2

Other Calls for Service:

Call Type:	Number of Calls:
Alarm-Business Burglary	5
Animal Complaint	3
Business Check	17
Citizen Assist	9
Citizen Contact	5
Civil	1
Crime Prevention	10
Criminal Mischief	1
Disturbance	2
Domestic Violence	1
Driving Under the Influence	1
Fight	1



TOWN OF ELIZABETH

POLICE DEPARTMENT
MELVIN BERGHANN, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

07/31/2022 to 08/13/2022

Fireworks	3
Follow Up	18
Found Person	1
Found Property	1
Fraud	1
Increased Patrol	119
Livestock Complaint	3
Medical Assist	3
Motorist Assist	1
Municipal Ordinance Violation	18
Motor Vehicle Accident-Property Damage	1
Motor Vehicle Accident-Unknown Injuries	1
Park Check	3
Parking Complaint	3
Report Every Drunk Driver Immediately (REDDI)	2
Repossession	1
Restraining Order Violation	1
School Education	11
Sexual Assault	1
Special Assignment	2
Suspicious Circumstance	1
Suspicious Vehicle	14
Traffic Complaint	5
Traffic Hazard	5
Traffic Stop	45
Unknown Trouble	2
Vehicle Trespass	1
VIN Verification	3
Welfare Check	2
Wildlife	1



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Elizabeth Police Department Activity Statistics Report

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Open and Active Investigations:

Case/Incident Number:	Call Type:	Details:
22-4519	Sex Assault	Investigation of a sex assault.
22-3061	Harassment	Investigation of a harassment at a local business.
22-5309	Fireworks	Investigation of a repeated fireworks offender.
22-4713	Fraud	Investigation of check fraud

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:
22-5094	Disturbance	EPD responded to a local business on report of a disturbance. Upon investigation, no crime had occurred.
22-5202	Municipal Ordinance Violation -Signs	Signs were located in the Town's right of way. The owner requested EPD dispose of the signs.
22-4760	Municipal Ordinance Violation -Weeds	A property was located in Town with overgrown weeds. The owner came into compliance with Town Ordinance.
22-5246	Vehicle Trespass	A vehicle trespass was reported. After investigation, no crime had occurred.
22-5178	Criminal Mischief	An abandoned vehicle in Town was graffitied. No suspects were identified.



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22-5243	Restraining Order Violation	EPD responded to a possible restraining order violation. After investigation, no crime occurred within the Town of Elizabeth.
22-5300	Welfare Check	EPD responded to check the welfare of a citizen, who was found to be okay.
22-5280	Sex Assault	EPD received an anonymous report of a sex assault that had taken place several years ago. After investigation, there was insufficient information to support that the crime had occurred within the Town of Elizabeth.
22-5252	Motor Vehicle Accident	EPD responded to an unknown injury crash. Upon arrival a vehicle was located in a ditch. There were no injuries. The at fault driver was issued a municipal summons for a traffic offense.
22-5098	Disturbing the Peace	EPD responded to a reported fight. After investigation, two (2) suspects were issued municipal summons. There were no injuries.
22-5173	Municipal Ordinance Violation -Weeds	A property was located in Town with overgrown weeds. The owner came into compliance with Town Ordinance.
22-3992	Sex Offense	EPD concluded an investigation into a sex offense due to lack of information to support the investigation.
22-5093	Criminal Mischief	EPD responded to a local business on an anonymous report of a suspect tampering with food. After investigation, no crime had occurred.
22-5298	Driving Under the Influence	EPD responded to a local business on report of an intoxicated subject. After investigation, it was discovered the suspect had driven, and was in possession of a firearm. the suspect was arrested and booked into the Elbert County Jail.
22-4781	Municipal Ordinance Violation -Weeds	A property was located in Town with overgrown weeds. The owner came into compliance with Town Ordinance.



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22-5037	Found Person	A child was located in a Town park. The child was returned to their parents. The Department of Human Services was notified.
22-4830	Traffic Stop	An EPD Officer conducted a traffic stop for a traffic offense. It was discovered the license plates on the vehicle were fictitious. The motorist was issued a county summons for several traffic violations.
22-4742	Municipal Ordinance Violation -Signs	A sign was located in the Town's right of way. The sign was discarded.
22-4419	Municipal Ordinance Violation -Weeds	A property was located in Town with overgrown weeds. The owner came into compliance with Town Ordinance.
22-4394	Motor Vehicle Accident	EPD responded to a motor vehicle crash. The at fault driver was issued a municipal summons for a traffic offense.
22-4364	Disturbance	EPD responded to a disturbance with possibly intoxicated minors. After investigation, there was insufficient evidence to proceed with charges.
22-4333	Criminal Mischief	EPD concluded an investigation in a graffiti case. A juvenile suspect was issued a municipal summons.
22-4839	Warrant Arrest	EPD responded to a suspicious vehicle. After investigation, the occupant was found to have a warrant for their arrest. The suspect was booked into the Elbert County Jail.
22-4870	Traffic Stop	EPD voided a penalty assessment that was issued to a motorist for a traffic offense.
22-4894	Disturbance	EPD responded to a local business on report of a disturbance. After investigation, the matter was found to be civil in nature.
22-4852	Disturbance	EPD responded to a local business on report of a disturbance between two males. The case was closed based on the lack of information to support charges.
22-4946	Municipal Ordinance Violation -Weeds	A property was located in Town with overgrown weeds. The owner came into compliance with Town Ordinance.



TOWN OF ELIZABETH

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22-4948	Motor Vehicle Accident	EPD responded to a vehicle vs. a deer crash. The deer was unable to be located and there were no injuries to the motorist.
22-5029	Municipal Ordinance Violation -Signs	A sign was located in the Town's right of way. The sign was picked up by the owner.
22-5032	Informational Report	EPD took a report of a lost cat. The cat was later reported to be found by the owner.
22-5053	Municipal Ordinance Violation -Weeds	A property was located in Town with overgrown weeds. The owner came into compliance with Town Ordinance.
22-5097	Traffic Stop	EPD responded to a FLOCK camera hit. Probable cause was found for the traffic stop. After investigation, no crime had occurred.
22-5144	Found Property	While patrolling a Town park, an EPD Officer located a pair of sunglasses. An owner was unable to be located and the sunglasses were placed in found property for safekeeping.
22-5060	Traffic Stop	An EPD Officer contacted a motorist for a traffic offense. Upon clearing the motorist, they were found to have a cancelled license. The motorist was issued a municipal summons for a traffic offense.
22-5057	Animal Complaint	EPD responded to two (2) dogs at large. The owner had been previously warned regarding their dogs. A municipal summons was issued.
22-5304	Disturbance	EPD responded to a verbal neighbor dispute. After investigation, no crime had occurred.



TOWN OF ELIZABETH

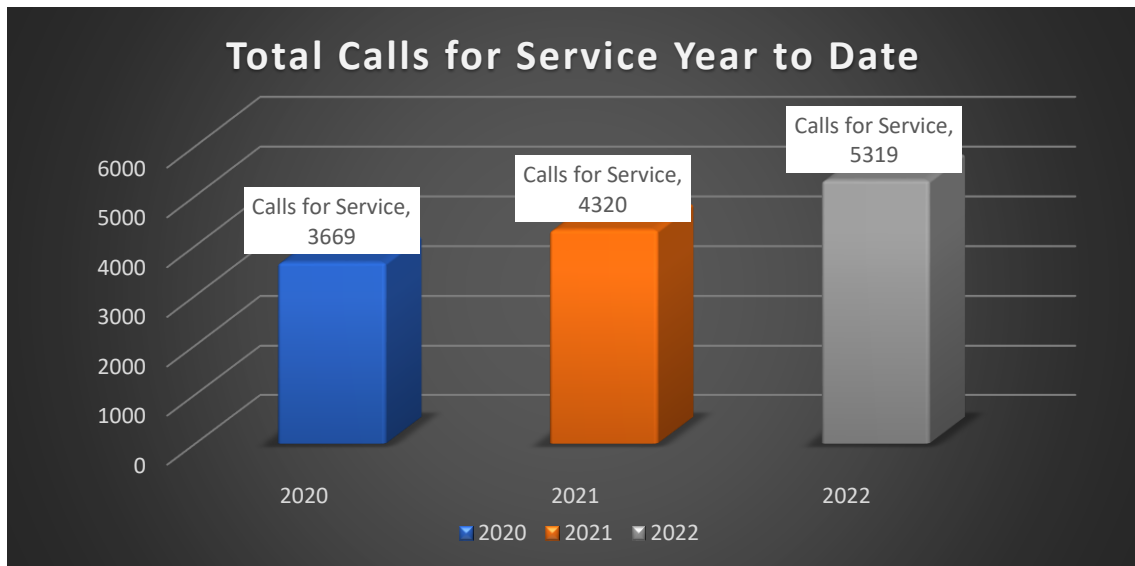
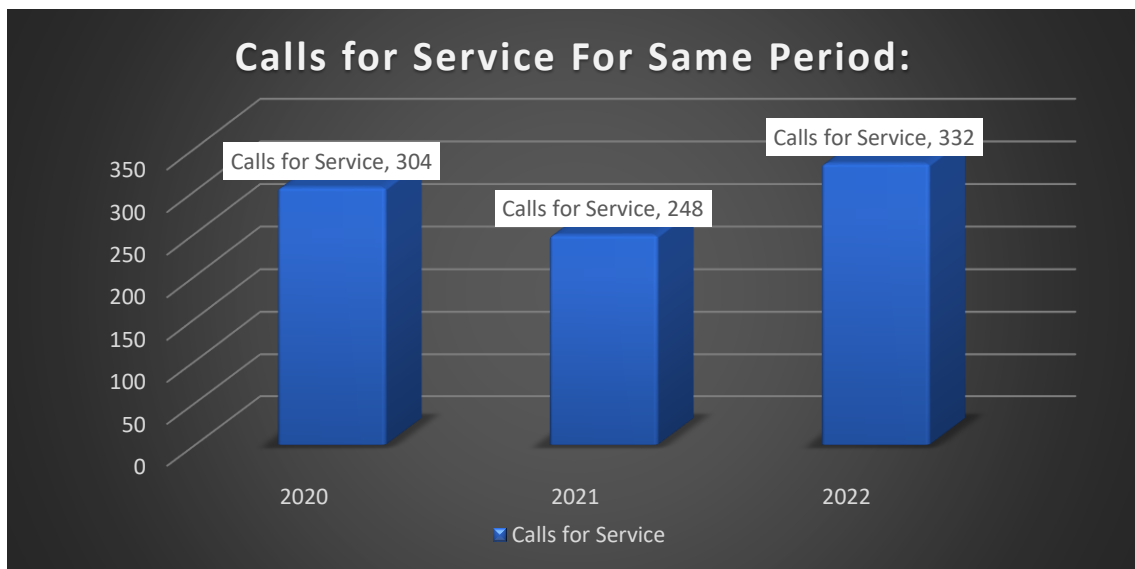
POLICE DEPARTMENT
MELVIN BERGHANN, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

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Historical Data:

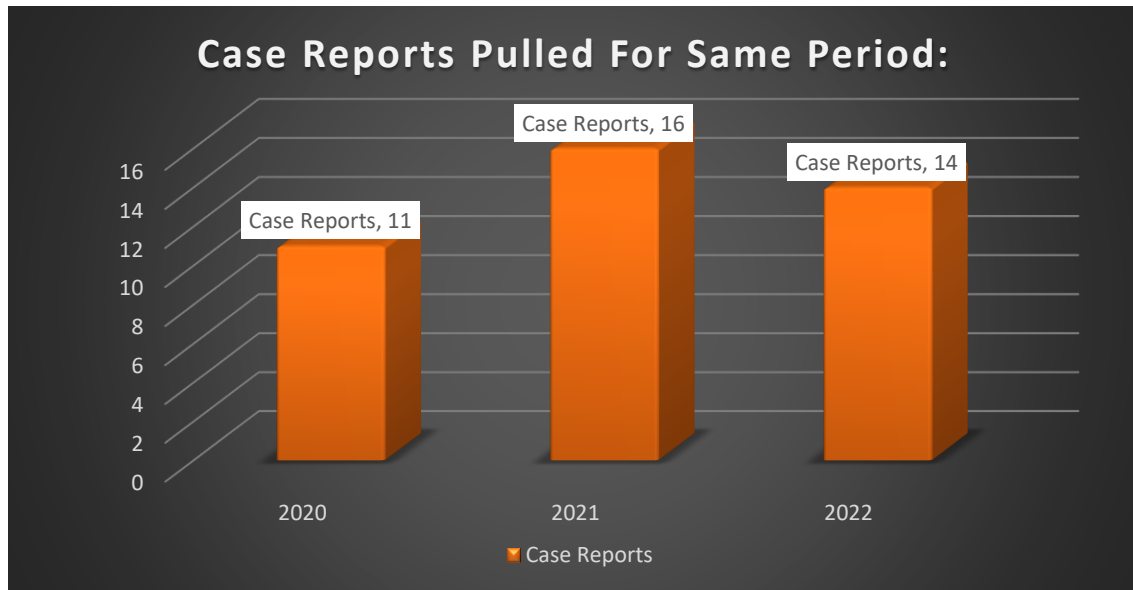




Elizabeth Police Department Activity Statistics Report

Reporting Period:

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TOWN OF ELIZABETH

POLICE DEPARTMENT
MELVIN BERGHAHN, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

07/31/2022 to 08/13/2022

Chief of Police's Advisements:

If you have any questions, please let me know!

Respectfully,

Chief Melvin Berghahn

Chief of Police



TOWN OF ELIZABETH

MICHAEL DEVOL, PUBLIC WORKS DIRECTOR

TO: Honorable Mayor and Town Board of Trustees
FROM: Mike DeVol, Public Works Director
DATE: August 23, 2022
SUBJECT: Public Works Monitoring Report

*Town Street Paving Improvements Project:

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

*Town Main St. Decorations:

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

*Town Wells, Tanks and Effluent:

1. See attached.

* Town Water Line Emergency Repair:

1. Pending scheduled repair at 349 Elm St. for week of Aug. 22nd/minimal public impact/1 home.

*Town Hall Landscaping Plan:

1. Please see attached in Board Packet.

*Town Walkway Repairs:

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

* Town Snow Plowing and Street Sweeping:

1. N/A

*Town New Wells at Ritoro/Gold Creek Valley:

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

*Town Trail Project:



TOWN OF ELIZABETH

MICHAEL DEVOL, PUBLIC WORKS DIRECTOR

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

*Gold Creek Lift Station Improvements:

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

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

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

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

*Town Public Works Road Extension:

1. Public Works has received numerous phone calls from town and out of town residents extending their Gratitude for the paving of County Rd 13/ Pine Ridge St to the Town's Water Tanks. PW has received Concerns of excessive speeds, vehicles passing, wildlife encounters and pedestrian safety. PW has assured them that with new signage, striping and law enforcement presence traffic will slow down and safer for pedestrians, wildlife and drivers.
2. PW will continue to mitigate line of sight by removing small trees at Gold Creek Drive looking South for Traffic safety concerns within Town Right of Way.

*Town Farmers Market:

Event Park Name is Running Creek Park (RCP).

1. N/A



TOWN OF ELIZABETH

MICHAEL DEVOL, PUBLIC WORKS DIRECTOR

*Town Parks and Right of Way (ROW):

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

Upcoming Projects:

1. Legacy Village Pre-Construction meeting was held January 10th on-site to begin preparations for Excavation. Inspections of Water and Sewer lines are completed with punch list of items to be repaired. Legacy Village has completed their High Chlorine Residual tests as well as Bacteriological testing. Pressure testing of Water and Sewer lines has been completed and accepted.
1. McDonalds project has begun installation of Water and Sanitary Sewer lines.
2. Pine Ridge Apartments has begun installing Storm, Water and Sanitary Sewer lines for the project.
3. Ziggis Coffee has installed Sanitary Sewer line and tie-in to Town's existing sewer main.

Mail Kiosk:

1. Mail Kiosk are installed.

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

Wells/ Tanks/ Effluent/ Bulk Water Usage (58.34%) Date: 8-15-2022

Totals Readings for 7/1 /22 thru 7/31/22

Denver Well (DN1) usage – $45913 \times 100 = 4,591,300$ gallons.

Dawson Well (DW2) usage – $33481 \times 100 = 3,348,100$ gallons.

Arapahoe Well (A2) usage – $57472 \times 100 = 5,742,200$ gallons.

DN1 + DW2 + A2 = Wells usage Total = $124877 \times 100 = 13,681,600$ gallons.

Denver Well (DN1)/ January to date usage – N/A gallons. (54%)

(DN1 Well 150 ac.ft. = 48,877,650 gallons yearly)

Dawson Well (DW2)/ January to date usage – N/A gallons. (100%)

(DW2 Well 50 ac. ft. = 16,292,550 gallons yearly)

Arapahoe (A2)/ January to date usage – N/A gallons. (52%)

(A2 Well 132 ac.ft. = 43,012,332 gallons yearly) (with 826 Ac.ft. Banked)

(269,152,926 gallons in reserve)

New Arapahoe and Denver Wells have been banking Water for 2 years since drilled. (awaiting clarification for positive banking amount in ac.ft.)

Water Storage Tanks Meter Tracking Usage = 13,090,912 gallons.

Water Tanks elevation and gallons in storage – 25.42 ft. = 1,271,000 gallons.

GCWWTP Gold Creek Wastewater Treatment Plant Effluent = 4,755,242 gallons.

Bulk Water Billing Usage will be calculated in July of 2022 and billable at \$20.20 per 1,000 gallons.

Not Billable Bulk Water Usage (Town of Elizabeth Public Works or Elizabeth Fire Protection District)

Public Works Water Truck (Dust Suppression/Main Line Flushing) 13 Loads @ 2,000 gal/each = 36,000 gallons. EFPD – Structure Fire 0 gallons EFPD- Exercises – 30,000 gallons



**MAIN STREET BOARD OF DIRECTORS – RECORD OF PROCEEDINGS
JUNE 9, 2022**

CALL TO ORDER

The Regular Meeting of the Main Street Board of Directors was called to order on Thursday, June 9, 2022, at 8:38 AM by President Tedd Lipka.

ROLL CALL

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

Also present were Town Administrator Patrick Davidson, Planner/Project Manager Zach Higgins, and Town Clerk Michelle Oeser.

AGENDA CHANGES

No agenda changes by staff or Board.

MINUTES

Regular Minutes of May 12, 2022

Motion by Mr. Hussey, seconded by Vice President Bulmer, to approve the minutes from May 12, 2022.

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

NEW BUSINESS

Discussion regarding Prickly Pear Antiques located at 341 Main Street

Grace Erickson with Providence Consulting provided information on plans for The Prickly Pear, LLC.

Discussion regarding Main Street Streetscape and June 30th meeting

Manny Nuno, Mark Wilcox, and Mr. Higgins provided an update regarding the Main Street Streetscape project and the June 30th meeting.



TOWN OF ELIZABETH

Discussion regarding Networking event with Main Street Businesses and Organization

The Board discussed holding a networking event with Main Street Businesses and residents.

Discussion regarding Quarterly reporting to the Board of Trustees

Discussion on who would present the Main Street Board of Directors report at the July 12th Board meeting.

STAFF REPORTS

- Mr. Higgins informed the Board that the Town’s Municipal Code has been updated to reflect the addition of the two additional seats on the Main Street Board of Directors.
- Mr. Higgins stated that the next Streetscape meeting will be on June 30th at 6:00 PM.
- Mr. Higgins stated that the flowers purchased from Dutch Gardens have been put up along Main Street.
- Mr. Higgins informed the Board that the Town did not receive the revitalizing Main Street Grant from CDOT.
- The Board discussed looking into grants through private entities.

BOARD REPORTS

- Vice President Bulmer let the Board know that she was grateful for the opportunity to attend the Main Street Conference.
- President Tedd Lipka told the Board that it was a well put together conference.
- President Lipka discussed small town social media.

ADJOURNMENT

Motion by Mr. Struthers, seconded by Vice President Bulmer, to adjourn meeting at 10:35 AM.

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

President Tedd Lipka

Town Clerk Michelle Oeser

