TOWN OF ELIZABETH
WORKSHOP WITH THE HISTORIC ADVISORY BOARD 6:00 PM-6:30 PM
WORKSHOP WITH THE MAINSTREET BOARD OF DIRECTORS 6:30 PM – 7:00 PM

BOARD OF TRUSTEES REGULAR MEETING UPDATED 4/22/24
Tuesday, April 23, 2024 at 7:00 PM
Town Hall, 151 S. Banner Street

Conferencing Access Information: This is viewing-only access.
https://us02web.zoom.us/j/84444853648?pwd=NDhvS3FnZ053SThyUTJtTzVmc2RNdz09
Join via phone at 1 669 900 9128 **Meeting ID:** 844 4485 3648
Meeting Passcode: 216434

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

UNSCHEDULED PUBLIC COMMENT

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

AGENDA CHANGES

CONSENT AGENDA

1. Minutes of the Regular Meeting of April 9, 2024, at 7:00 p.m.

PROCLAMATION

2. 55th Annual Professional Municipal Clerks Week Proclamation - Mayor Payne

PUBLIC HEARING

3. Meat-In Customer Appreciation BBQ Special Event Liquor License Application – Michelle Oeser

NEW BUSINESS

4. Discussion and possible action on approval of the Meat-In Customer Appreciation BBQ Special Event Liquor License application – Michelle Oeser

PRESENTATIONS

5. Casey Westbrook, Colorado Parks, and Wildlife

PUBLIC HEARING

6. Elizabeth Street Plaza Second Amendment to Final Plat and Site Plan Approval– Zach Higgins

NEW BUSINESS

7. Discussion and possible action on Resolution 24R24, a Resolution approving the Second Amendment to the Final Plat and approving the Site Plan for Lot 2 Elizabeth Street Plaza, Town of Elizabeth, County of Elbert, State of Colorado – Zach Higgins
8. Discussion and possible action on Resolution 24R22, a Resolution approving the Intergovernmental Agreement between the Town and the Elbert County Clerk and Recorder – Michelle Oeser
9. Discussion and possible action on Resolution 24R23, a Resolution authorizing the Town Administrator to enter into an agreement with Allyant for Digital Accessibility Services – Allison Ritter
10. Discussion and possible action on Resolution 24R25, a Resolution approving the Town of Elizabeth Façade Grant Program Funding – Zach Higgins
11. Discussion and possible action on Resolution 24R26, a Resolution repealing Resolution 23R34 regarding the prior approval of the Main Street Cross Sections pursuant to Elizabeth Municipal Code Section 16-3-140, and establishing and approving a revised Main Street Cross Section – Zach Higgins
12. Discussion and possible action on Resolution 24R16, a Resolution dividing the Town of Elizabeth into three Wards and, therein, changing the Board of Trustees from At-Large Positions to Election by Ward – Patrick Davidson
13. Discussion and possible action on Ordinance 24-03, an Ordinance dividing the Town into three Wards for purposes of Electing Members to the Board of trustees, with two Trustees representing each Ward and a Mayor representing the Town At-Large - Patrick Davidson
14. Discussion on Holding an Election to approve the Division of the Town into Wards – Patrick Davidson
15. Discussion on Publishing Ordnances 24-04, an Ordinance to submit a Ballot Question on whether the Town should be permitted to Publish Ordinances by Title only and fixing the Ballot Title for said referred Measure – Patrick Davidson, Michelle Oeser
16. Discussion and possible action on Resolution 24R27, a Resolution amending Town of Elizabeth Resolution 23R27 and authorizing the Town Administrator and /or his designee to execute change orders – Patrick Davidson

MANAGEMENT MONITORING REPORTS

17. Management Monitoring Reports

STUDENT LIAISON REPORT

18. Student Liaison report – Shaye Lovato

BOARD OF TRUSTEES REPORTS

19. Board reports

ADJOURNMENT

MEETING PROTOCOL AND STANDARDS OF CONDUCT

Public Participation

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

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

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

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

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

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

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

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

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

Board of Trustees – Record of Proceedings

April 9, 2024

CALL TO ORDER
The Regular Meeting of the Board of Trustees of the Town of Elizabeth was called to order on Tuesday, April 9, 2024, at 7:05 p.m. by Mayor Tammy Payne.

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

Also present were Town Administrator Patrick Davidson, Town Clerk Michelle Oeser, Community Development Director Zach Higgins, Public Works Director Mike DeVol, Assistant Public Works Director James McErnie, Planner/Project Manager Alex Cramer, Police Chief Jeff Engel, Town Attorney Corey Hoffmann, and Student Liaison Shaye Lovato.

PLEDGE OF ALLEGIANCE
Mayor Payne led the Board in the Pledge of Allegiance.

UNSCHEDULED PUBLIC COMMENT
Paul Schwarzkopf – Town of Elizabeth Resident
Kay Seifried – Town of Elizabeth Resident
Amy Schmidt – Town of Elizabeth Resident

AGENDA CHANGES
No agenda changes from the Administration.

No agenda changes from the Board.

Agenda set.

CONSENT AGENDA
1. Minutes of the Regular Meeting of March 26, 2024

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

2. Swear in Officer Michael Sammauro

Chief Engel gave an overview of Officer Sammauro's work experience. Officer Sammauro introduced himself to the Board.
Town Clerk Michelle Oeser swore Michael Sammauro in as an Elizabeth Police Officer.

Mayor Payne opened the Public Hearing at 7:21 p.m.

PUBLIC HEARING

3. Legacy Village Subdivision Filing 1 Amendment 1

Ms. Cramer provided a Staff report.
Mayor Payne opened the hearing to public comment. There was no public comment.

Mayor Payne closed the Public Hearing at 7:29 p.m. and returned to the regular meeting.

NEW BUSINESS

4. Discussion and possible action regarding Resolution 24R17, a Resolution approving the First Amendment to the Final Plat for the Legacy Village Subdivision Filing NO. 1 within the Town of Elizabeth, Block 2, Lots 1 through 9

Motion by Trustee Belongia, seconded by Trustee Mayer-Opl, to approve Resolution24R17, a Resolution approving the First Amendment to the Final Plat for the Legacy Village Subdivision Filing NO. 1 within the Town of Elizabeth, Block 2, Lots 1 through 9.
By a roll call vote, the vote of those Trustees present was 7 in favor and 0 opposed. The motion passed unanimously.

Mayor Payne closed the regular meeting at 7:30 p.m. and went into the Public Hearing

PUBLIC HEARING

5. Legacy Village Subdivision Filing 1 Amendment 2

Ms. Cramer provided a Staff report.
Mayor Payne opened the hearing to public comment. There was no public comment.

Mayor Payne closed the Public Hearing at 7:40 p.m. and returned to the regular meeting.

NEW BUSINESS

6. Discussion and possible action regarding Resolution 24R18, a Resolution approving the Second Amendment to the Final Plat for the Legacy Village Subdivision Filing NO. 1 within the Town of Elizabeth, Block 5, Lots 8 and 9, and Block 4, Lot 46

Motion by Trustee Belongia, seconded by Trustee Schroder, to approve Resolution 24R18, a Resolution approving the Second Amendment to the Final Plat for the Legacy Village Subdivision Filing NO. 1 within the Town of Elizabeth, Block 5, Lots 8 and 9, and Block 4, Lot 46. By a roll call vote, the vote of those Trustees present was 7 in favor and 0 opposed. The motion passed unanimously.

Mayor Payne closed the regular meeting at 7:42 p.m. and went into the Public Hearing.

PUBLIC HEARING

7. Ordinance 24-02.

Ms. Cramer provided a Staff report.

Mayor Payne opened the hearing to public comment.
Paul Schwarzkopf – Town of Elizabeth Resident
Susanne Moore – Elbert County Resident
Board discussion followed.

Mayor Payne closed the Public Hearing at 8:05 p.m. and returned to the regular meeting.

NEW BUSINESS

8. Discussion and possible action regarding Ordinance 24-02, an Ordinance amending various provisions of Chapter 16 of the Town of Elizabeth Municipal Code, updating the Town's land Use and Development Code

Motion by Mayor Payne, seconded by Trustee Einspahr, to approve Ordinance 24-02, an Ordinance amending various provisions of Chapter 16 of the Town of Elizabeth Municipal Code, updating the Town's Land Use and Development Code.
By a roll call vote, the vote of those Trustees present was 7 in favor and 0 opposed. The motion passed unanimously.

9. Discussion and possible action on approval of a Liquor License Transfer for Jac's Pizza

Ms. Oeser provided a Staff report.

Motion by Trustee Belongia, seconded by Trustee McGinn, to approve the Liquor License Transfer for Jac's Pizza.
The vote of those Trustees present was 7 in favor and 0 opposed. The motion passed unanimously.

10. Discussion and possible action on Resolution 24R16, a Resolution dividing the Town of Elizabeth into three Wards and, therein, changing the Board of Trustees from At-Large Positions to Election by Ward

Mr. Davidson provided a Staff report. Discussion by the Board followed.

Motion by Trustee McGinn, seconded by Trustee Mayer-Opl, to delay conversation on items 10 and 11.
By a roll call vote, the vote of those Trustees present was 7 in favor and 0 opposed. The motion passed unanimously.

11. Discussion and possible action on Ordinance 24-03, an Ordinance dividing the Town into three Wards for purposes of Electing Members to the Board of trustees, with two Trustees representing each Ward and a Mayor representing the Town At-Large - Patrick Davidson

This agenda item is Postponed.

12. Discussion and possible action regarding Resolution 24R19, a Resolution approving the amended and restated Subdivision Agreement for the Winchester Estates Subdivision, and approving the assignment of all obligations related thereto

Mr. Higgins provided a Staff report.
Susanne Moore represented RKM Homes LLC, as the applicant.

Motion by Trustee Belongia, seconded by Trustee Einspahr, to approve Resolution 24R19, a Resolution approving the amended and restated Subdivision Agreement for the Winchester Estates Subdivision, and approving the assignment of all obligations related thereto.
The vote of those Trustees present was 7 in favor and 0 opposed. The motion passed unanimously.

13. Discussion on Publishing Ordinances by Title Only

Mr. Davidson provided a Staff report. Mr. Hoffman provided information to the Board. The Board directed Staff to move forward with this Ordinance.

14. Discussion and possible action on Resolution 24R20, a Resolution authorizing the Town Administrator and/or his designee to expend American Rescue Plan ACT (ARPA) Funds in the manner set forth herein

Mr. Davidson provided a Staff report.

Motion by Trustee McGinn, seconded by Mayor Pro Tem Secrist, to approve Resolution 24R20, a Resolution authorizing the Town Administrator and/or his designee to expend American Rescue Plan ACT (ARPA) Funds in the manner set forth herein by replacing the Protectors of Elizabeth with the two foodbanks located in Elizabeth.
The vote of those Trustees present was 7 in favor and 0 opposed. The motion passed unanimously.

15. Discussion and possible action on Resolution 24R21, a resolution authorizing the Mayor of Elizabeth to execute change order 3 with Core Engineering in furtherance of the Main Street Streetscape Project

Motion by Trustee Belongia, seconded by Mayor Pro Tem Secrist, Resolution 24R21, a resolution authorizing the Mayor of Elizabeth to execute change order 3 with Core Engineering in furtherance of the Main Street Streetscape Project.
The vote of those Trustees present was 7 in favor and 0 opposed. The motion passed unanimously.

MANAGEMENT REPORTS

- Town Administrator Patrick Davidson.
- Mr. Davidson let the Board know that Gold Creek has hired a new HOA Management group.
- Mr. Davidson let the Board know that Pine Ridge Apartments has received a temporary certificate of occupancy.
- Mr. Davidson had a quarterly meeting with CORE Electric.
- The Town will receive $69,247.00 as backfill from House Bill 22-238.
- Mayor Payne asked if the new HOA Management company would be used by Legacy Village.
- Chief of Police Jeff Engel
- Officer Hunter is in his second phase of field training.
- Officer Sammauro will start his FTO training with Sergeant Bigler this week.
- Corporal Allen is working on the background investigation for the newest police officer candidate.

- Officer Lamas completed his Field Training Officer (FTO) instruction and is now a certified FTO.
- Reserve Officer William Tannenbaum was the lead instructor for Officer driver training.
- Elizabeth Police Department has adopted a restrictive pursuit policy.
- Elizabeth Police Department will host a Practical Search and Seizure class at the end of May.
- Officer Steven Herbel will be attending OODA Loop training.
- Elizabeth PD participated in a simulated fatal DUI crash at Elizabeth High School.
- New patches have been ordered for the Police Department.
- Elizabeth School District recognized Officers Herbel and Burnley at the School Board meeting.
- Interviews will soon take place for the open Sergeant position.

- Public Works Director Mike DeVol.
  - Mr. DeVol let the Board know that a new employee will be starting in Public Works tomorrow.
  - Public Works employee Vince Pemberton just celebrated 10 years with the Town.
  - Trustee Schroder asked about activity down on the trail.
  - Community Development Director Zach Higgins.
  - Mr. Higgins discussed the Volunteer program launch event.
  - Mr. Higgins told the Board that Staff put together 2 Citizen Guide Brochures.
  - Trustee Einspahr said that the Volunteer program is a good addition.
  - Trustee Einspahr stated that the planned Block Parties will be great for the community.
- Town Clerk Michelle Oeser.
  - Ms. Oeser did not have anything to add to the written manager's report.

STUDENT LIAISON REPORT

- Shaye Lovato.
  - Ms. Lovato said the discussion on wards was very informative.
  - Ms. Lovato discussed the start of Red Ribbon Week at Elizabeth High School.
  - Ms. Lovato stated that the High School Prom will be on April 12th. The theme is Race to the Stars.
  - The National Honor Society is hosting a blood drive.
  - Red Ribbon Week schedule is as follows:
    - Monday – Live Drug-Free Day (wear red)

- Tuesday – Sock it to Drugs (crazy sock day)
- Wednesday – Give Drugs a Boot (Country Day)
- Thursday – Double Up Against Drugs (twin day)
- Friday – No school

BOARD OF TRUSTEE REPORTS

- Trustee Mayer-Opl
  - Talked with young people from the Spring Fling.
  - Visited with new Legacy Village residents.
  - Attended the STARS Banquet. It was wonderful.
- Trustee McGinn
  - Attended the STARS Banquet. It was amazing.
- Mayor Payne
  - Had a marvelous night at the STARS Banquet.

MINUTES

19. Minutes of the Historic Advisory Board Meeting of March 4, 2024
20. Minutes of the Main Street Board of Directors Meeting of March 11, 2024
21. Minutes of the Planning Commission Meeting of March 19, 2024

ADJOURNMENT

Motion by Trustee Belongia, seconded by Mayor Pro Tem Secrist, to adjourn the meeting at 9:55 p.m.
The vote of those Trustees present was unanimously in favor. Motion carried.

_____ _____

Town Clerk Michelle Oeser Mayor Tammy Payne

Proclamation

55th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK
May 5 - 11, 2024

***Whereas**, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and*

***Whereas**, The Office of the Professional Municipal Clerk is the oldest among public servants, and*

***Whereas**, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels, and*

***Whereas**, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.*

***Whereas**, The Professional Municipal Clerk serves as the information center on functions of local government and community.*

***Whereas**, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.*

***Whereas**, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.*

***Now, Therefore, I**, Tammy Payne, Mayor of Elizabeth, do recognize the week of May 5 through 11, 2024, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerks, Michelle Oeser, Harmony Malakowski, and Allison Ritter to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.*

Dated this 23rd day of April 2024

Mayor *Attest: _____*

HISTORY OF THE MUNICIPAL CLERK

EARLY BEGINNINGS

The Municipal Clerk is the oldest of public servants in local government, along with the tax collector. The profession traces back before Biblical times. For example, the modern Hebrew translation of Town Clerk is "Mazkir Ha'ir" which literally translated, means city or town "Reminder:' The early keepers of archives were often called "Remembrancers:' and before writing came into use, their memory served
as the public record.

Ancient Greece had a city secretary who read official documents publicly. At the opening of a meeting, one of his first duties was to decree a curse upon anyone who should seek to deceive the people.

St. Paul and his followers during his missionary work in Persia (now Western Turkey) owed their safety to the action of a town clerk. As related in Acts 19:22-41, written in A.D. 58, the artisans of Ephesus who made the idols of the time, feared the effect of Paul's missionary work on their trade. They incited a mob to seize two of Paul's followers. The town clerk, however, spoke out against this action and insisted that charges laid against these men had to be settled in the proper manner and before the proper authorities. There was no justification for riotous conduct. With that, he dispersed the crowd.

Reportedly, the regency line of France descends from the office of the Clerk! According to James Bryce in his book "The Holy Roman Empire," there is a direct link between the position of Mayor of the Palace, a clerical post created by the Merovingian Kings of France, and all subsequent Kings of France.

In the eighth century, the Frankish Kings of France depended on the Mayor of the Palace to perform all manner of clerical and administrative tasks for the King including collecting taxes and fees, publishing documents, keeping state records and assisting in the enforcement of the King's justice.

In 751, the Merovingian King, Childeric, was deposed and his assistant, Pippin, the Mayor of the Palace, became not only the monarch of France but was simultaneously created a Patrician of Rome by Pope Gregory the Third. Pippin was, in turn, father of the great Charlemagne, the first Holy Roman Emperor and founder of the Carolingian Dynasty of Europe on High, which in successive generations, produced the Kings of France, as well as the Emperors of Germany and Austria.

DEVELOPMENT IN ENGLAND

The title "Clerk" as we know it developed from the Latin clericus. During the Middle Ages, when scholarship and writing were limited to the clergy, clerk came to mean a scholar, especially one who could read, write, and thus serve as notary, secretary, accountant and recorder.

In ancient England, the township (surrounded by its hedge or "tun") and the borough (an outpost fortified with a wall) developed a strong system of democratic local government. And one of the first officials these freemen elected was the "Clarke."'

The beginning of the office of city clerk in England can be traced back to 1272 A.D. in the history of the Corporation of Old London. The "Remembrancer" was called upon to remind the councilors (members of the council) what had transpired at their previous meetings, since the meeting of the early councils were not recorded in written minutes.

In 1354, the Mayor of Nottingham appointed the Clarke and provided for his remuneration. In 1439, Symkyn Birches was awarded the office of "Toun Clerk" in another community for the rest of his life. In 1477 Thomas Carton, a town clerk, was the first English printer, and served as diplomat for the King. In 1485, Nicholas Lancaster, the Clarke, became
Mayor of York.

In the 1500's in England, there were not only the 'Town Clarke" but also the "Clerc Comptroller of the King's Honorable Household. In 1603, there was a "Clarke General of the Armie." Indeed, King Henry the Eighth had a "Clarke of the Spicery" and King Charles had his "Clarke of the Robes."

Perhaps the strongest statement of the unique position occupied by the Municipal Clerk is by an English Court in the Middle Ages ruling in the case, Hurle-Hobbs ex parte Riley and another. Concerning this case, Chief Justice Lord Caldecote, observed:

"The office of town clerk is an important part of the machinery of local government. He may be said to stand between the local Council and the ratepayers. He is there to assist by his advice and action the conduct of public affairs in the borough and, if there is a disposition on the part of the council, still more on the part of any member of the council, to ride roughshod over his opinions, the question must at once arise as to whether it is not his duty forthwith to resign his office or, at any rate, to do what he thinks right and await the consequences."

COLONIAL DEVELOPMENT

When the early colonists came to America they set up forms of local government to which they had been accustomed, and the office of clerk was one of the first to be established. When the colonists first settled in Plymouth, Massachusetts, they quickly appointed a person to act as recorder. That person kept all the vital records for birth, marriages and deaths for the church, as well as various other records of appointments, deeds, meetings, and the election of officers at the annual town meeting.

Indeed, in Massachusetts, the town clerk was one of the earliest offices established in colonial towns. The settlers were well aware of the importance of keeping accurate written records of their agreements and actions including grants of land, regulations governing animals, the collection of taxes and the expenditure of town funds.

The person given the responsibility for recording these orders was also often given other duties, such as sweeping the meeting-house and selling the seats, ringing the bell, and paying the bounty for jays and blackbirds whose heads were presented to him by the citizens. By the middle of the

17th century, the title town clerk appears in town records and this title has continued to the present.

One of the earliest statutory duties imposed by the Massachusetts General Court on town clerks was recording births, deaths and marriages. Since that time, the General Court has formalized by statute many of the duties first delegated by vote of the town and has added others. By 1692, the town clerk was required to enter and record divisions of land and orders of the selectmen as well as all town votes, orders and grants. Warrants directed to the constable for the collection of taxes were to be signed by the assessors or the town clerk. Between 1742 and 1756, the General Court made the town clerk responsible for maintaining a list showing each inhabitant's property value and for producing it, if necessary, to subtantiate a person's voting rights. The town clerk was required to administer and record the oath of office taken by town officials. By 1776, the town clerk was empowered to call town meetings to elect selectmen if a majority of the selectmen had moved from the town or were absent in the se8vice of the country.

The office of town clerk of Wethersfield, Connecticut, was established in 1639 and that person was to "keep a record of every man's house and land," and to present "a fairly written" copy of such to every General Court to be recorded by the secretary of the colony. In the first municipal election in New York City in 1689, the offices of Sheriff, Mayor and City Clerk were on the ballot.

The Puritan town of Woodstock, Massachusetts, appointed a town clerk in 1693 to record deeds and mortgages and to record the books. Because the town's people wanted to keep him on a permanent basis, he was given 20 acres of land and a fee of 12 pence for each town meeting plus 6 pence for each grant filed. The Town Clerk of Middleboro, Mass., on the other hand was compensated with "one load of fish taken at the herring-weir and delivered to his house." Three centuries later, one of his seventh-great-grandchildren is serving as City Recorder of the city of Newport, Oregon.

SUMMARY

Over the years, Municipal Clerks have become the hub of government, the direct link between the inhabitants of their community and their government. The Clerk is the historian of the community, for the entire recorded history of the town (city) and its people is in his or her care.

The eminent political scientist, Professor William Bennett Munro, writing in one of the first textbooks on municipal administration (1934), stated:

"No other office in municipal service has so many contracts. It serves the mayor, the city council, the city manager (when there is one), and all administrative departments without exception. All of them call upon it, almost daily, for some service or information. Its work is not spectacular, but it demands versatility, alertness, accuracy, and no end of patience. The public does not realize how many loose ends of city administration this office pulls together."

These words, written more than 80 years ago, are even more appropriate today.

TO: Honorable Mayor and Board of Trustees
FROM: Michelle M. Oeser, Town Clerk
DATE: April 23, 2024
SUBJECT: Dads of Elbert County Special Event Liquor License Application

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SUMMARY

On March 19, 2024, the Dads of Elbert County applied for a Special Event Liquor License for the 4th Annual Meat In Event. Posting has been provided at 366 Grant Street.
Justin Hundley will be the event manager for the Meat In Event. Both Mr. Hundley and Mr. Decker will be present at the Board meeting to answer any questions the Board has.
The map that is included depicts where the licensed area is located and the general mapping for the event.

The Elizabeth Police Department does not have any issues that would affect the approval of this license application.

STAFF RECOMMENDATION

Staff recommends approval of the Dads of Elbert County Special Event License.

ATTACHMENTS

Special Event Application

Application for a Special Events Permit

Town of Elizabeth

Departmental Use Only

RECEIVED
MAR 19 2024
Town of Elizabeth

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

- ☐ Social
- ☐ Fraternal
- ☐ Patriotic
- ☐ Political
- ☐ Athletic
- ☐ Chartered Branch, Lodge or Chapter
- ☐ National Organization or Society
- ☐ Religious Institution
- ☐ Philanthropic Institution
- ☐ Political Candidate
- ☐ Municipality Owned Arts Facilities

LIAB	Type of Special Event Applicant is Applying for:	
2110	☐ Malt, Vinous And Spirituous Liquor	$100.00 Per Application
2170	☐ Fermented Malt Beverage	$100.00 Per Application

DO NOT WRITE IN THIS SPACE

Liquor Permit Number

1. Name of Applicant Organization or Political Candidate
Dads of Elbert County

State Sales Tax Number (Required) [redacted]

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP)
[redacted]
Elizabeth, CO 80107

3. Address of Place to Have Special Event (include street, city/town and ZIP)

4. Authorized Representative of Qualifying Organization or Political Candidate
Cint Decker

Date of Birth [redacted]

Phone Number [redacted]

Authorized Representative's Mailing Address (if different than address provided in Question 2.)
[redacted] Elizabeth, CO 80107

5. Event Manager
Justin Hundley

Date of Birth [redacted]

Phone Number [redacted]

Event Manager Home Address (Street, City, State, ZIP)
[redacted] Elizabeth, CO 80107

Email Address of Event Manager
Justin@elizabethlocker.com

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year?
☒ No ☐ Yes How many days? _____

7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?
☒ No ☐ Yes License Number ☐ _____

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

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

Date 05/04/2024 Hours From 12.00 p.m. To 6:00 P.m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.

Oath of Applicant

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

Signature [signature] Title President Date 03/19/2024

Report and Approval of Local Licensing Authority (City or County)

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

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County) ☐ City ☐ County

Telephone Number of City/County Clerk

Signature

Title

Date

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information

License Account Number	Liability Date	State	Total

(Instructions on Reverse Side)

ELIZABETH
EST. 1944 LOCKER PLANT

Michael D. Hundley
President

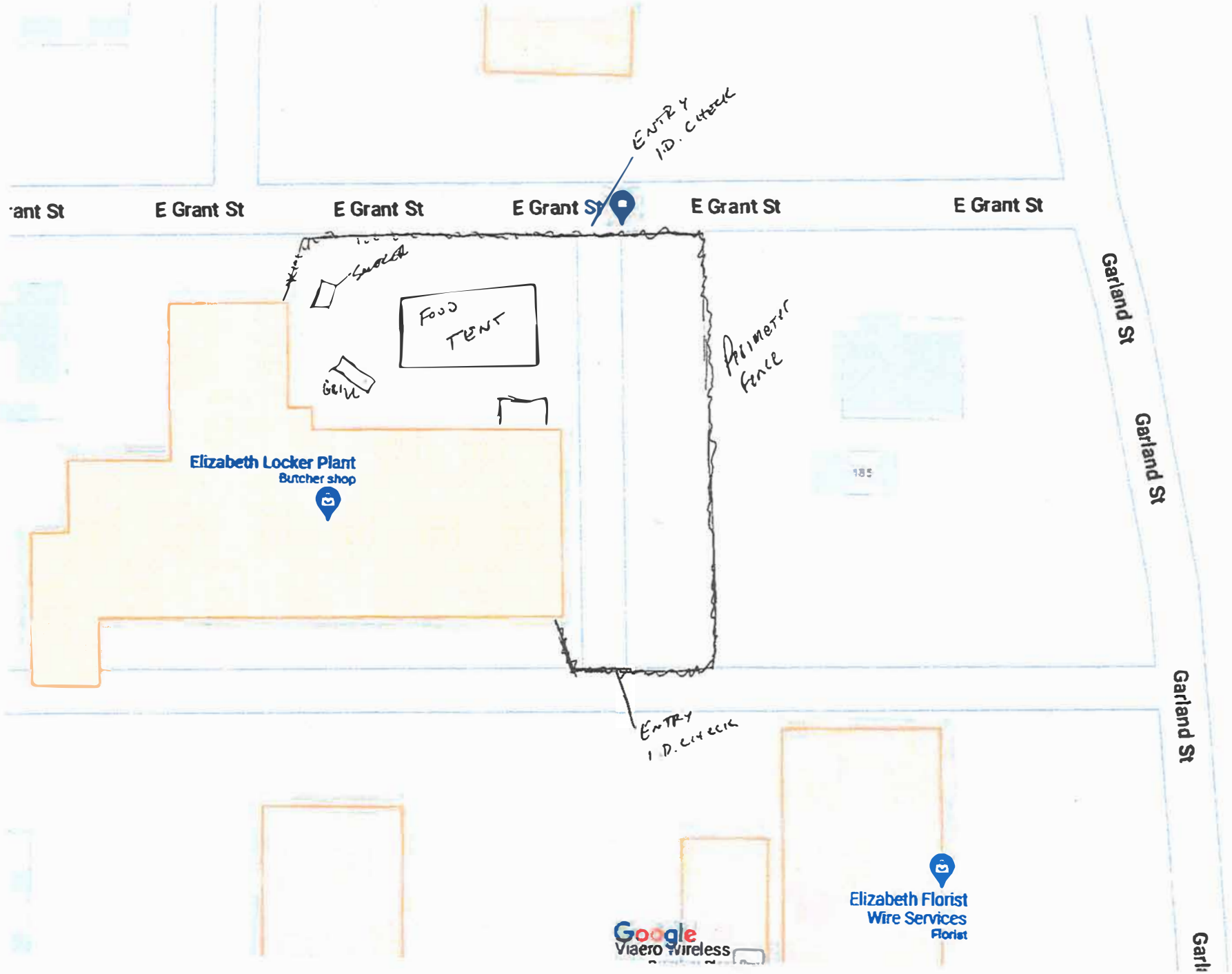
Justin N. Hundley
Vice-President

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

This letter is to confirm that the Elizabeth Locker Plant has given Dad's of Elbert County (DOEC) permission to use the property located at 366 Grant St. in Elizabeth, CO. for an event on May 4th 2024. The event is a fundraising event for the local community. We understand that there will be alcohol on the premises under controlled conditions. This event will take place from 12:00pm and end at 5:00pm with allotted time to setup and cleanup after. If there are any questions please feel free to contact Justin Hundley V.P. of Elizabeth Locker Plant.

Respectfully,

Justin Hundley
Vice President
303-324-8591 C
303-646-4020 O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SMOKER
FOOD TENT
GRILL
PERIMETER FENCE
Garland St
Garland St
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Butcher shop
185
ENTRY
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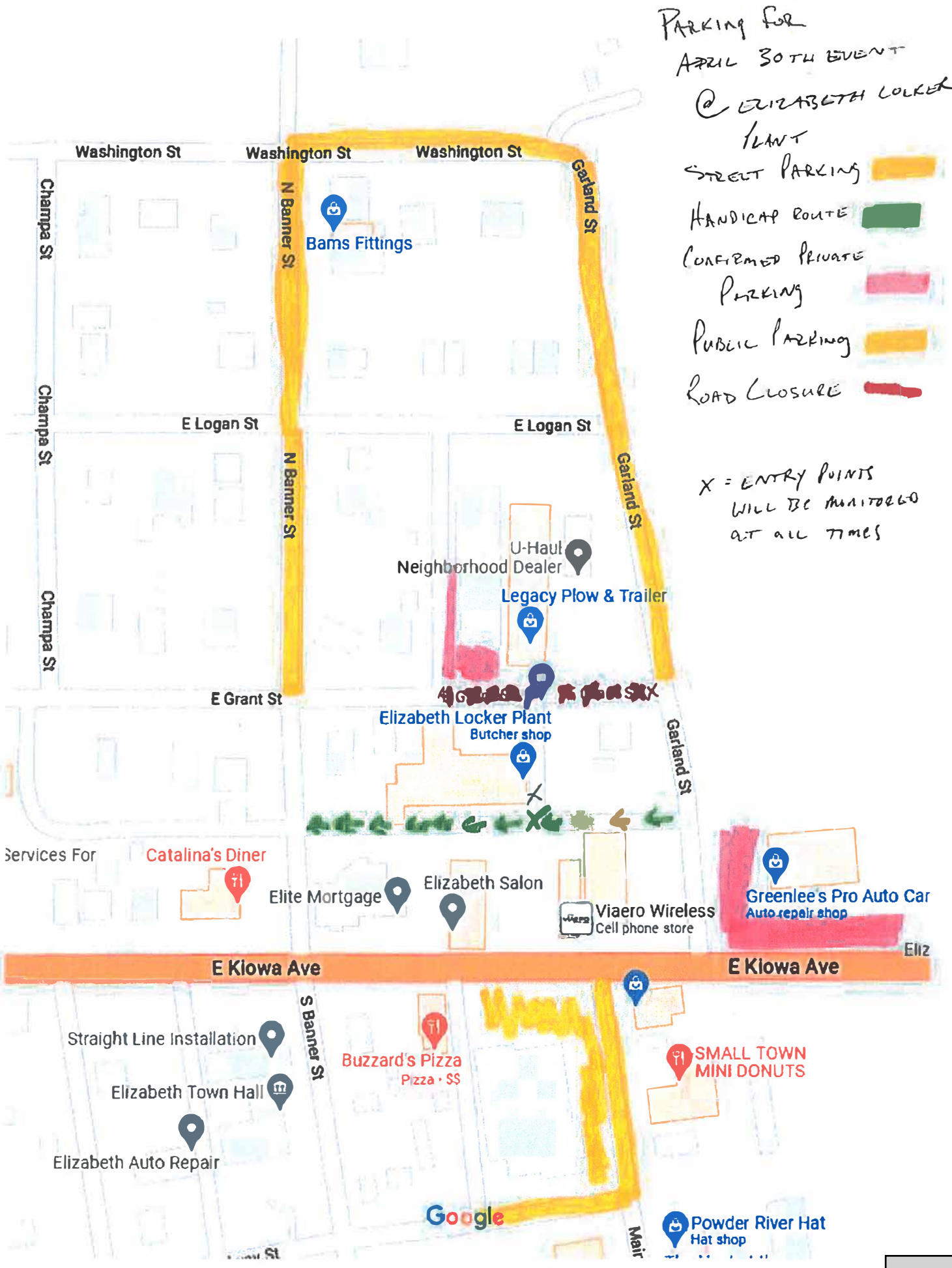
PARKING FOR
APRIL 30TH EVENT
@ ELIZABETH LOCKER
PLANT
STREET PARKING
HANDICAP ROUTE
CONFIRMED PRIVATE
PARKING
PUBLIC PARKING
ROAD CLOSURE
X = ENTRY POINTS
WILL BE MONITORED
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Washington St
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Services For
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Elite Mortgage
Elizabeth Salon
Viaero Wireless
Cell phone store
Greenlee's Pro Auto Car
Auto repair shop
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S Banner St
Straight Line Installation
Elizabeth Town Hall
Elizabeth Auto Repair
Buzzard's Pizza
Pizza · $$
SMALL TOWN
MINI DONUTS
Google
Powder River Hat
Hat shop

Town of Elizabeth Deer Management Program

Background Summary

From 2006 through 2013 the Town of Elizabeth fielded an increase in concerns from Town residents related to conflicts with the local deer population. These conflicts ranged from damage to personal property to safety issues associated with vehicle accidents. Initial discussions with the Colorado Division of Wildlife (now Colorado Parks and Wildlife (CPW)) included investigation of education and non lethal mitigation techniques. From those early conversations the issue of unlawful deer feeding was identified and the Town adopted an ordinance to address this due to the State's limited fine structure. As conflicts continued the Town further explored the viability of techniques for managing a deer herd. Among the topics reviewed were trap and transplant, sterilization, education, and various means of lethal control. Considering the goals of the Town, the cost / benefit of the different techniques, and the practicality of each option available the Town has continued to explore the option of lethal control as defined in this document.

Management Options

The following are summaries of other management alternatives that have been used to address similar urban deer issues. The discussed pros and cons are not all inclusive but demonstrate many considerations regarding each technique. The view of public acceptance in this document is based upon proposals and actions in other communities involved with deer management. Literature citations regarding fiscal costs and other pertinent information stated herein are included at the end of this document. It should be noted that none of the options discussed result in a "one time" fix. All of the options available require an ongoing or maintenance approach resulting from the renewability of the wildlife resource.

Education / Mitigation – This alternative has been utilized for years by the Town and Colorado Parks and Wildlife. It is recommended that educational materials continue to be available and referenced regarding deer living in and around the Town. This approach is publicly acceptable, offers citizens options for resolving their individual issues and with modern technology (i.e. the internet) costs of this approach can be minimized. The limitations in resolving urban issues via education alone is that this approach requires 100% citizen participation and compliance regarding interactions with wildlife (such as not feeding deer), education does not affect deer population growth patterns, and the effectiveness of the message is limited by the interest and receptiveness of the public.

Trap and Transplant – This alternative typically is attractive to the public as problem animals are removed from sight and attention. Activities related to trapping can be localized limiting liability and visible impact within the community. The implementation of this method is limited by issues such as costs (approximately $400-$800 per animal to be borne by the Town), biological factors such as disease transfer, low survival rates of transplanted animals, limited transplant locations of a similar habitat type. Due to biological considerations the trap and transplant option is not considered viable or acceptable by Colorado Parks and Wildlife.

Fertility Control – This alternative typically holds some public support. There are varying techniques of applying fertility control within a deer herd. Currently, there is not a fertility control drug that is approved for the use in Mule Deer so physical sterilization techniques would be the most likely method used in this case. This method allows for specific targeting of animals chosen to be sterilized and the location of this option is moderately controllable. The costs typically associated with deer fertility control programs varies from approximately $300 - $1000+ per animal. The necessity to use

immobilizing and tranquilizing drugs necessitate exploration of the impacts of chemically altered animals later being consumed as part of the food chain. Given the current state of this management technique this is not a viable option to manage mule deer in Colorado.

Professional Culling – This option can be highly effective in controlling population numbers. Typically this option involves the hiring of outside contractors and /or dedication of Town staff and resources to conduct these operations. The ability to selectively harvest the desired animals in desired locations exists. The animals taken may be put to use for human consumption in most cases. These programs have approximate costs of $150 - $400 per animal to be borne by the Town. Selection of a culling agent and associated liability with culling activities would be the responsibility of the Town. The State does not currently have a State-wide standard for application and implementation of a contract or municipal culling program, one would likely need to be developed prior to applying for such a program and its implementation.

Public Harvest Program – This option can also be highly effective in controlling population numbers. The pros and cons of this option rely heavily upon the method in which it would be implemented. Town staff time would be necessary but may be augmented via oversight provided by a volunteer program coordinator(s). There would be little or no fiscal impact to the Town provided that participants are required to purchase their own license, provide their own equipment and volunteer their time. Harvested animals are legally required to be made ready for human consumption. Mechanisms for licensure allowing animal harvest already exist via regulation by Colorado Parks and Wildlife. For these reasons this document expands upon an implementation description of this option as a preferred alternative for the Town.

<u>Public Harvest Program Description and Overview</u>
The deer management program will be implemented to regulate and control the deer population within the Town of Elizabeth. This program is directed toward population management not extirpation of the deer population. The intent of this program is to reduce conflicts with deer, maintain deer herd health, and provide a benefit to those in need via a supplemental food source through a safe and effective deer harvest. This program has been developed in conjunction with numerous parties to ensure the appropriate level of technical expertise has been provided.

Implementation of the deer management program (the program) will require involvement of Town staff, community volunteers, and State Wildlife Agency personnel. The role of each of these positions is listed below:

- Town Staff
    - Town Administrator
        - Assist in the development of the program.
        - Request licenses from CPW and distribute licenses to program participants as needed to facilitate implementation of the program.
        - Presentation of the program to the Town Board and facilitation of public input processes.
        - Facilitation of any necessary regulatory changes within Town ordinances.
        - Oversight of the program and program coordinator during implementation.
    - Chief of Police
        - Assist in the development of the program and advise the Town related to any changes in Town ordinances to ensure public safety is addressed.

- Provide oversight of the program and assist with enforcement of legal issues that arise during implementation of the program.

- Volunteer Positions
  - Program Coordinator(s) / Assistant Coordinator(s)
    - Administer the approved program.
    - Oversee all program activities and operate as the point person in directing the activities of the program participants. This includes but is not limited to:
      - Obtaining permission from landowners where necessary.
      - Contacting landowners adjacent to designated activity areas where necessary.
      - Designation of program activity areas.
      - Program participant selection as outlined in this document.
      - Holding program participants accountable during implementation as outlined in this document.
      -Maintain a record of shots taken and harvest of all participants through out the program.
      -Maintain a record of disposition of harvested animals.
    - Act as the liaison between the Town and the program participants.
  - Program Participants
    - Conduct harvest in compliance with the program rules as stated in this document by demonstrating proficiency in the harvest of deer.
    - Conduct themselves in a professional and appropriate manner as representatives of the program.
- State Wildlife Agency
  - Provide Technical advice during program development and presentations related to the program.
  - Provide Technical advice regarding other management options.
  - Provide advice regarding education and outreach efforts.
  - Provide information regarding the deer population via population counts and harvest data.
  - Program participant selection as outlined in this document.
  - Provide a mechanism to license program participants.
  - Provide assistance and oversight to the program coordinator and program participants.
  - Enforce State laws and regulations related to hunting and hunter harassment.

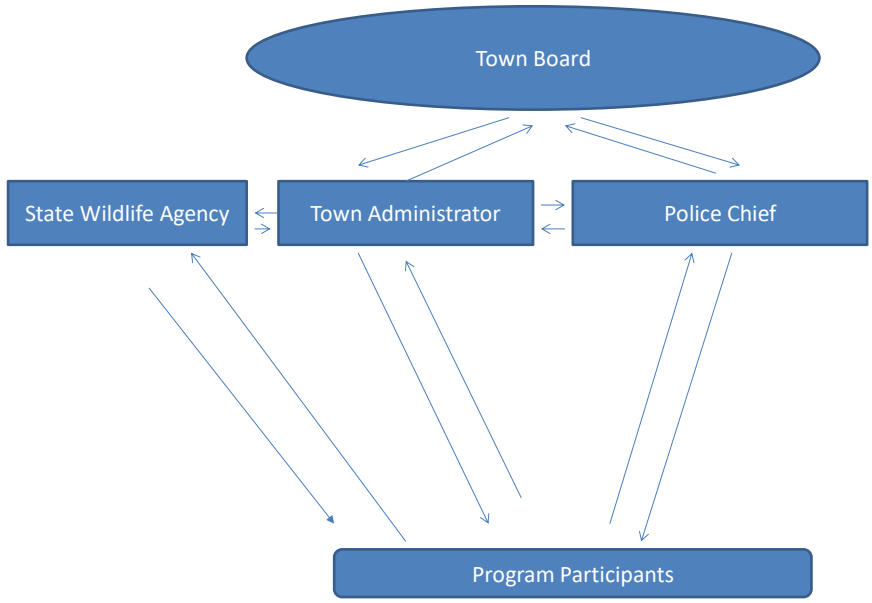
The program involves identifying appropriate locations within the Town where animals may be harvested with archery equipment in a safe and effective manner. This program required an amendment to Article 8 of Chapter 10 of the Town of Elizabeth Municipal Code. The State of Colorado does not relinquish its statutory authority related to the oversight and management of wildlife in working with the Town, however this is a cooperative management effort. To provide the necessary control the program has multiple layers of accountability, a communication plan, is restricted to specified locations, and utilizes permitted individuals vetted to be proficient with their equipment.

Communication Plan
- External Communication
  - Public information regarding the development, implementation and monitoring of this program will be primarily provided via public meetings as the program is presented to the Town Board. The program outline will be included on the Town website as part of the Board Packet. It

is also likely that local media outlets will have a desire to report upon the program and further the dissemination of information.

- As this program is approved to go forward, general information about the program will be posted on the Town's web site for public access.
- As the program is implemented, periodic reports will be provided to the Board of Trustees in a public meeting over the course of the program, and these reports will be available to the public.
- As the program is implemented, a detailed analysis of the effectiveness of the program will be conducted at the conclusion of each implementation season. This analysis will include any lessons learned during the course of the program, and recommendations as to whether the program should be continued as well as any recommended improvements to the program should it continue. This after action report will be available to the public.
- As an ongoing key component of the program, animal counts will be conducted each year as specified in this program. Those animal counts will allow the program to be fine-tuned over time to meet specific population goals and will allow the public to monitor the effectiveness of program over time, as the program is approved and continued.

- Internal Communication
  - During program implementation the flow of information will be as illustrated Town Board Town Administrator Police Chief State Wildlife Agency Program Coordinator Program Participants



<u>Participant Selection</u>

Participants will be required annually to demonstrate their marksmanship proficiency prior to being permitted by the Town to actively participate in this management program. In order to be invited to the proficiency test participants must meet the following minimum criteria:

- Archery and cross bows equipment only
- Shooting a minimum draw weight of 55 pounds with arrows weighing a minimum of 380 grains (points included)

- Previously licensed to hunt in Colorado. Those with more than 5 years prior big game hunting experience in Colorado are preferred.
- Possessing or able to obtain a bowhunter education card.
- Shall have no big game hunting related violations in Colorado in the five years prior to applying and have never been suspended from hunting in Colorado to participate in the program.
- Physically able to lift a 100lb sack to a height of 3 feet high and/or drag dead weight of 100-130lb a distance of 50 yards.

The Town will solicit applicants meeting the above criteria to participate in the deer management program and if necessary implement a random drawing to narrow the pool of applicants to approximately 50 individuals who will be invited to a marksmanship proficiency test.

Proficiency Test

Invitees will arrive at the testing area prepared as though they are going on a hunt in December. Using only the equipment they bring with them they will be required to shoot Brodhead tipped arrows from multiple shooting positions to simulate expected field conditions at targets placed up to 30 yards away. Preferably 3-D targets will be available for use and a standardized scoring template and system will be used to evaluate shooting accuracy. In addition to 3D targets participants must place 4 out of 5 arrows in a 3 inch diameter circle from distances out to 30 yards to be considered for program participation. Actual shot distances will not be provided but participants may use any equipment they bring to help determine this. Participants may also be asked to conduct memory tasks to further test their mental focus and simulate the additional pressures associated with the implementation of this program. The number of selected archers will be determined by their accuracy, demonstrated safety, and other attributes shown during the testing process. Additional archers may be selected as "on call or back up" participants should members of the core group become unavailable. If an insufficient number of archers of the original 50 invitees pass the test then the Town will decide if there is a need to hold a second test for an additional 50 applicants.

Program Participation Policy /Rules

Participants will read and sign a statement acknowledging their understanding of, and desire to adhere to the rules of the program. The following rules will be implemented:

- **General Program Policy / Rules**
    - Participants may be required to sign a waiver releasing the Town of any liability for their personal injury or damage to their personal property used in the execution of the program. The Town, however will insure the participants as agents of the Town against liability for any property damages that may occur while participating in acts associated with the program.
    - All participant activities will be directed by and subject to the discretion of the Town or Town designee.
    - Program activities will only occur in areas delineated within the program as relayed by the Town or Colorado Parks and Wildlife.
    - No participant shall engage anyone who is harassing them related to or during the activities of this program. Any such harassment shall be reported to the Town or Colorado Parks and Wildlife.
    - Participants will abide by all State hunting rules and regulations.

- Participants shall have on their person an appropriate hunting license while participating in the program. However participants shall avoid the harvest of more animals than can be effectively handled in one session.
- Whenever possible a support crew of program participants will be available to assist any program participant that harvests an animal. This is intended to facilitate and expedite animal removal, care, and any necessary follow up.
- Maximum shooting distance will be 30 yards, shots over 30 yards may be allowed only to recover a wounded animal or to expedite the expiration of a previously arrowed animal. Throughout the program participants may be required to demonstrate their proficiency via practice sessions where their effectiveness at this range maybe re-evaluated for continued participation.
- When feasible stands elevated at least 5 feet off the ground may be implemented. Use of stands will be determined in advance based upon activity location, back stop, etc… Use of all standard safety equipment while in an elevated stand is required. In situations where stands are not feasible ground blinds may be used to determine shooting location, shooting lanes, etc…
- No shots will be taken at moving (walking or running) animals.
- No shots will be taken at animals that are leaving the delineated management area.
- Deer shall not be driven to the delineated hunting area to provide shot opportunities.
- Shots will be limited to either broadside or slightly quartering angles.
- Time periods for harvest may exclude days when there is snow cover on the ground. Harvest activities shall be appropriately mitigated when it is likely that area youth will be exposed to program activities.
- 51% of harvested game animals shall be donated for human consumption to aid those in need. Remaining animals may be retained by the participant for their use.

- **Program Participant Accountability Policy**
  - Each participant will be assigned a program ID badge and number. The badge shall be with the participant at all times while conducting program related functions within the Town. This may include a vehicle badge to be placed in view inside the vehicle while actively participating in the program. This badge should not be on display outside of active participation times.
  - Participation in this program is a privilege not a right and participants are subject to removal from the program at the discretion of the Town Police Chief or his designee, and / or the Town Administrator or his designee.
  - Participants will report to Colorado Parks and Wildlife any violations they observe of either program rules or other hunting laws and regulations and, if necessary, provide written statements regarding the incident.
  - Each participant will provide one dozen of their arrows to be crested with a Hi-Viz style cresting that will be marked sequentially 1-12 and each will be marked with the participants ID number. These arrows shall be submitted for inspection upon demand. Any lost or missing arrows that have not been reported may be cause for removal from the program.
  - Animal recovery is mandatory and any wounded or lost animal may be cause for removal from the program upon review of the circumstances surrounding the incident. Participants are expected to assist with animal recovery if a fellow participant needs help.

- No posting of photographs, articles, or comments related to this program in any media will be allowed. If a participant is approached by media regarding the program they will direct the media outlet to the Town Administrator or Colorado Parks and Wildlife.
- Prior to each outing a participant will communicate via text or similar media with the Town or CPW the date, time, and location of where they will be conducting management activities. This information may also be required to be entered on a shared calendar.
- All shots taken will be documented by the program participant via a text or other media to the Town or CPW within 15 minutes of the shot being taken. All harvest will be documented within 24 hours of such harvest. This documentation will be provided to CPW at the end of the season and may be provided in summary to the Town at the conclusion of the program.

- New participants are required to be mentored by participants who have been previously involved in the program prior to hunting solo. Previous participants are expected to make themselves available as mentors to allow new participants opportunity to fulfill this requirement.

- **Leave No Trace Policy** – This policy is designed to respect the values of individuals within the community who may be sensitive to or impacted by elements inherent to the Deer Management Program.

- Participants will move to and from hunting locations wearing “street clothing” with their bow either cased or disguised so as not to be recognizable. This requirement may be waived in the event that a specific ingress/egress to the management area has been designated that provides an adequate level of discretion.
- Upon entering the Stand or Blind location the participant shall adorn such camouflage as is appropriate to minimize or eliminate detection and impact to the public. Use of florescent orange may be required by law depending on the hunting license being used, in such cases compliance with the law will override the requirements of this document.
- Use of an area by the participant is subject to use by other members of the community. If other people are in the vicinity of the Stand/Blind area the participant shall abandon the management action until such time as others are sufficiently clear of the area.
- All attempts will be made to remove any sign (such as blood trails) of the management activity from areas of public access. To facilitate this, Stand locations on or near publicly used areas may be equipped with a 5 gallon bucket of water and a scrub brush either at the participant’s vehicle, the stand/blind site, or other convenient location.
- All harvested animals will be field dressed off site in a time suitable to provide for the human consumption of the animal.
- All harvested animals will be concealed during transport both from the field and while in a vehicle. Field transport may be facilitated by use of a covered wheel barrow or something similar.

<u>Management Activity Areas</u>

To closely monitor and control this management program areas of primary consideration for implementation of the Deer Management Program are:

- Public Works Shop Area
- Wastewater Treatment Facility Area
- South 40 Ac Town owned parcel

The Town Manager in consultation with the Police chief, and Colorado Parks and Wildlife may approve additional areas for program use. This may entail seeking permission on properties other than those owned by the Town but within or adjacent to Town limits.

Deer Population Monitoring

Given the methods used by the State to estimate deer populations relatively little data has been available regarding the deer that specifically and directly affect the Town. The State has conducted ground based population surveys since 2014. Attached to this plan are documents regarding the survey protocol. These counts in the winter months are the norm for survey methods and will remain an annual part of the program into the future upon approval of the Deer Management Plan. Future management harvest recommendations will be based upon the information obtained via ongoing counts and agreed upon Town and CPW goals.

To maintain a conservative approach the harvest goals for this population were based upon the following:

Assumptions:

- Not all yearlings are female
- Not all available does get bred
- Typical fawn mortality on the Eastern Plains of Colorado is estimated around 20%.
- 16% adult mortality
- Population count estimates are all inclusive (Doe, Yearling, Buck)

Recommended Harvest for 2023

Given the above conditions, and biological assumptions the recommended harvest goal for 2023 is 7-10 antlerless deer.

Measures of Success

The implementation of the program is designed to address many areas of concern; some of these concerns have been brought forth proactively and may be difficult to measure. At minimum measures of success for the program include:

- No human safety issues arise due to program implementation.
- Motor vehicle accidents involving deer decline. The baseline measure of these accidents is primarily anecdotal so this may be a measure of perception post implementation vs. pre implementation.
- Density dependant diseases are limited or nonexistent within the local deer herd.
- Trend over the long term toward maintenance of a deer population at a level that balances the needs of the community and a healthy deer herd.
- Wounding or loss of deer is less than 10% of animals harvested.
- Venison from harvested deer is utilized for human consumption and a benefit those in need.
- Financial costs to the Town are minimal.

Authority

Colorado Parks and Wildlife has the authority to license and regulate the harvest of wildlife as defined in Colorado Revised Statutes. The Town of Elizabeth holds the authority to regulate the discharge of weapons including archery equipment as defined by Town of Elizabeth Municipal Code. These entities are working in conjunction within their respective scopes of authority to implement the Public Harvest Program as described above.

Literature Citations:

[1] DeNicola, A.J., VerCauteren, K. C., Curtis, P. D., and Hygnstrom, S. E. 2000. Cornell Cooperative Extension Office. *Managing White-Tailed Deer in Suburban Environments, A Technical Guide*. Cornell University, Media and Technology Services Resource Center.

[2] Schaefer, C. M. 2007. College of Natural Resources, University of Wisconsin. *Development of a Community Education Plan for Urban White-Tailed Deer Management.* Masters of Science in Natural Resources (Environmental Education and Interpretation) Thesis.

[3] Ginett, T. F. PHD. University of Wisconsin, Stevens Point. *http://www.uwsp.edu/wildlife/deer/Deer305.pdf,* Control Methods Publication.

[4] Colorado Division of Wildlife, State of Colorado. http://wildlife.state.co.us/NR/rdonlyres/D43D5CEB-6310-433C-BCFF-E510FA64D2CF/0/2009HuntingIncidentReport.pdf, 2009 Hunting Incident Report. Hunter Education.

[5] Colorado Revised Statutes. State of Colorado Legislative Resources Revised 2010. http://www.state.co.us/gov_dir/leg_dir/olls/colorado_revised_statutes.htm

Executive Summary 2023 Elizabeth Deer Management Plan:

Program History:

This program was developed in direct response to a long-term history of ongoing human safety, conflict, and deer herd health concerns in Town. Prior to 2014 the Town and Colorado Parks and Wildlife (CPW) had taken an education only approach toward deer management. In approximately 2011 the Town found it necessary to institute an ordinance to prohibit the intentional feeding of deer. Human safety issues resulting from deer, mostly traffic accidents continued to occur as did nuisance conflicts. CPW also began to assess the health of the herd based upon population counts, reproductive rates, animal size / weights, and overall appearance.

Given the trends seen this Deer Management Program was developed in 2014 and has been in place annually ever since. The past decade of active deer management has shown improvements in the metrics used to monitor the program and have generally been seen as a positive for the community.

2023:

Harvest objective for 2023 was 7 deer after showing a slight increase in the deer population over the past several years.

- Actual harvest in 2023 in Town was three deer.

No safety issues or conflicts within the community

New recruits participating in the program resulted in a “learning curve” for 2023:

- 3 of 6 program participants were new to the program
- Changes in deer movement patterns challenged participants

2024:

Recommend to continue the program to meet population maintenance and herd health goals.

Proposed harvest of 7 animals in 2023.

STAFF REPORT

Resolution 24R24

Elizabeth Street Plaza Replat and Site Plan Application

Applicant: EO Investments LLC/Aperio Property Consultants

Location: Northwest corner of Beverly Street and Elizabeth Street, Lots 2A, 2B, 2C and 2D

Zoning: RC, Regional Commercial District

Exhibit A: Applicant's submittal documents and proposed plans

Exhibit B: Referral agency compiled comments letters and redlines

Exhibit C: Public Notice

Applicant Request

The Applicant, EO Investments LLC, represented by Shane Roth, request the approval of the Board of Trustees for a replat of Lots 2A, 2B, 2C and 2D in Elizabeth Street Plaza First Amendment, and a site plan application for four new commercial buildings on a site known as Elizabeth Street Plaza, which is located at the northwest corner of Beverly Street and Elizabeth Street in the Town of Elizabeth, CO.

In accordance with the Elizabeth Municipal Code (EMC), Sec. 16-3-80 (c)(2), a replat for an adjustment or vacation of a lot line or easement shall be processed in accordance with the final plat process in Sec. 16-3-60 and shall undergo a formal public hearing. From the final plat process, the Board of Trustees shall approve, approve with conditions, continue to obtain additional information, or deny the final plat.

In accordance with the Elizabeth Municipal Code (EMC), Sec. 16-2-20(a), an approved site plan shall be required prior to the commencement of any site or building improvements or construction activities. In accordance with Sec. 16-2-40(h), the Board of Trustees shall approve, approve with conditions, continue to obtain additional information, or deny the site plan.

General Project Location

Proposal/Background:

The Elizabeth Street Plaza project, overseen by Shane Roth of EO Investments, LLC, is located at the northwest corner of Elizabeth Street and Beverly Street within the RC, Regional Commercial District. The subject site comprises a presently vacant parcel spanning 3.33 acres. In 2004, the Town approved a final plat application, delineating the subject property as Lot 2 within the Elizabeth Street Plaza Final Plat. The land currently housing the Elizabeth Pines and Plains Library to the west was also platted under this approval, identified as Lot 1. Concurrently, the dedication of Beverly Street occurred within the same application process. Subsequently, in 2007, the subject property, previously designated as Lot 2, underwent replatting, resulting in the creation of four distinct lots recognized as Lot 2A, 2B, 2C, and 2D. This replatting initiative is officially referred to as the Elizabeth Street Plaza First Amendment.

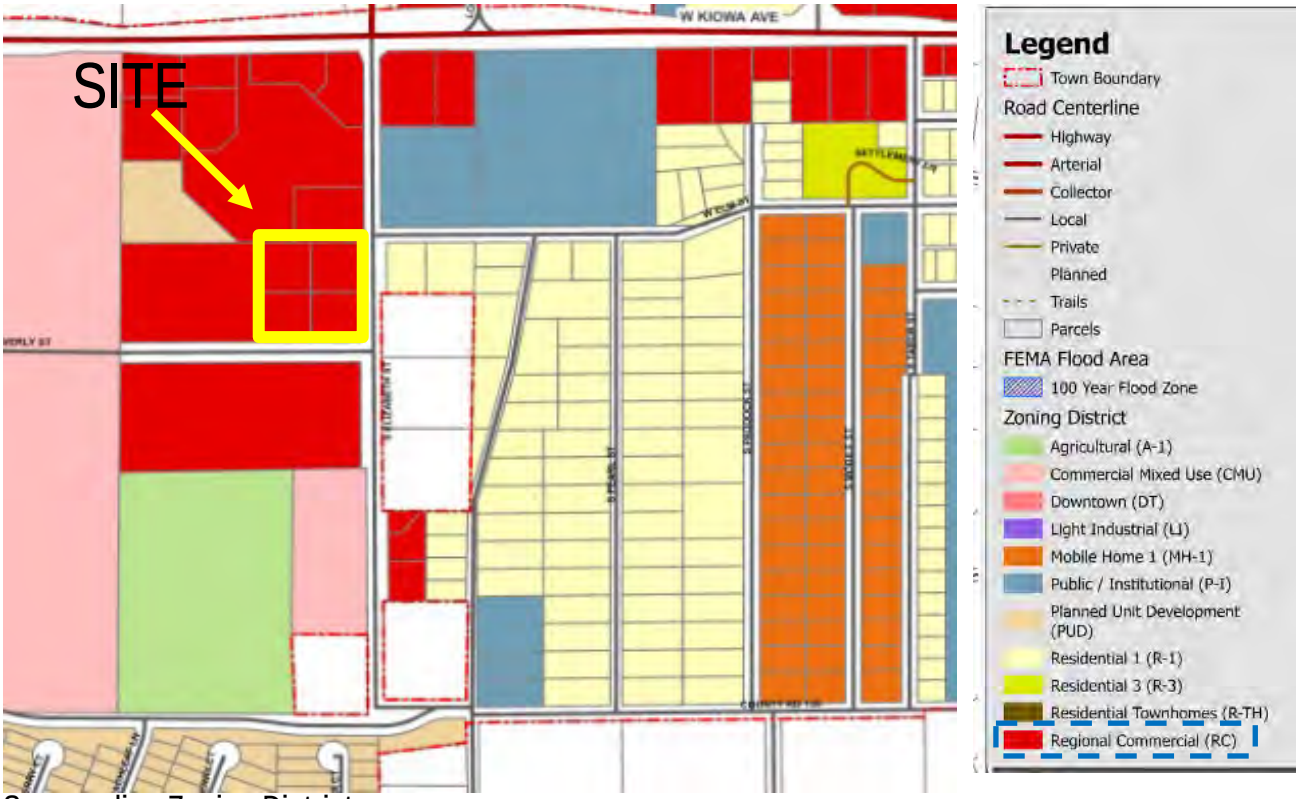
The applicant is proposing to reconfigure lots 2A, 2B, 2C and 2D in a final plat application known as Elizabeth Street Plaza Second Amendment. The proposal includes a replatting process aimed at reconfiguring the lots, assigning necessary public ROW and easements, and vacate unused and/or conflicting easements.

Furthermore, the applicant has submitted a site plan outlining the construction of four commercial buildings. Each replatted lot will accommodate a commercial structure; Lot 1 will feature a building area of 10,200 square feet, Lot 2 will accommodate 4,200 square feet, while Lots 3 and 4 will each have a building area of 8,700 square feet. These buildings will be complemented by dedicated parking lots, storm drainage system, and enhanced landscaping. Adhering to zoning regulations detailed in Table 16-5 of the EMC, the proposed land uses for each new lot will align with the permitted activities within the RC zone district. These potential uses encompass retail, daycare facilities, automotive services, office spaces, and food and beverage establishments. Access to the site will be facilitated through two designated points as depicted in the proposed site plan, interconnected by a common drive. One access point will be located along Elizabeth Street approximately 250 feet north of the Elizabeth-Beverly intersection, while the other will be accessible from Beverly Street, situated approximately 225 feet west of the same junction. These access points are engineered to efficiently accommodate commercial traffic, ensuring seamless ingress and egress for future patrons and occupants. All major utilities are in the vicinity of the project site.

Current Vacant Site – looking west from Elizabeth Street

Current Vacant Site – looking north from Beverly Street

Zoning Map (2023)



Surrounding Zoning Districts:

North: RC, Regional Commercial District

South: RC, Regional Commercial District

East: R-1, Single-Family Residence District

West: RC, Regional Commercial District

Surrounding Land Uses:

North: Retail/Commercial (Safeway Plaza)

South: Retail/Commercial (Big R Stores)

East: Low Density Residential (Elizabeth Acres Subdivision & Unincorporated Elbert County)

West: Institutional (Elizabeth Pines & Plains Libraries)

Approval Criteria:

The Land Use and Development code, Article III and Sec. 16-3-80, does not stipulate criteria for approval of a replat application; therefore, staff has established a set of criteria for the Planning Commission to consider when providing a recommendation to the Board of Trustees. The list of recommendations includes a review against all applicable standards as found in the EMC Land Use and Development code, and the Elizabeth Comprehensive Plan.

Section 16-2-40 of the EMC includes criteria for the Planning Commission to consider for site plans in order to offer a favorable recommendation for approval to the Board of Trustees. This includes review against all applicable standards as found in the EMC Land Use and Development code, the Elizabeth Comprehensive Plan, and the Town of Elizabeth Design Guidelines.

Case Analysis

Replat Submittal:

Elizabeth Municipal Code (EMC):

The proposed replat of Lots 2A-2D, of Elizabeth Street Plaza First Amendment, was reviewed against all appropriate standards and regulations of the EMC. For your considerations, the following topics outline the specific analysis applied to the proposal:

- Bulk Standards:
  As proposed, the lots comply with the lot size and width standards of the RC District.
- Drainage:
  There is a 30 feet drainage easement proposed on the north side of the site. The drainage plan has been approved by CORE Engineering.
- Floodplain:
  The floodplain does not impact the site.
- Right-of-Way (ROW):
  An additional 5 feet of public ROW is proposed to be dedicated along both Elizabeth Street and Beverly Street with this project, as requested by the Town. The final plat reflects these proposed dedications.
- Landscaping:
  The proposed landscape plan was submitted with the site plan application and has been approved.

Elizabeth Comprehensive Plan (2019):

Staff has found that the proposal is in compliance with the Town's adopted Comprehensive Plan.

- Future Land Use and Development – Goal 2: *The development of new projects in Elizabeth should focus on areas closer to the Town's core as priority, and avoid the "urban sprawl" of Elizabeth into the surrounding countryside.*
  - The project is an enhancement to an undeveloped area in the center of Town that is surrounded by retail/commercial uses to the north, south and west.

Site Plan Submittal:

Staff finds that the proposed building and site development plan displays general conformance with the applicable provisions of the EMC, the Elizabeth Comprehensive Plan, and the Town of Elizabeth Design Guidelines. Town staff has provided suggested findings and a recommendation at the end of this report.

Elizabeth Municipal Code (EMC):

The proposed commercial buildings align with the permitted uses in the Regional Commercial (RC) district per Table 16-5 of the EMC. The following topics outline the specific analysis applied to the proposal in the context of the district's requirements.

- Bulk Standards:
  As proposed, the structures comply with the setback, height and lot coverage standards of the RC District.

- Drainage:
  The drainage plan has been reviewed by CORE Engineering and has been approved.
- Floodplain:
  The floodplain does not impact the site.
- Traffic and Access:
  Site access is proposed from Elizabeth Street and Beverly Street. Both accesses will be commonly shared. Per the Town's traffic consultant recommendation, access to the site from Elizabeth Street will be right in and right out only.
- Lighting:
  The applicant is proposing eight (8) pole mounted parking lot/streetlights and thirty-nine (39) building exterior light fixtures. The proposed light fixtures abide by the requirements set forth in Section 16-8-20 in the EMC.
- Parking:
  The current parking requirements established by the EMC, Section 16-6-10 requires 1 parking space per 200 sq./ft of office space, 1 parking space per 50 sq./ft of eating and drinking places, and 1 parking space per 500 sq./ft of uses not specifically mentioned in Section 16-6-10. The required total parking for the site is 133 spaces and the applicant has provided 142 parking spaces along with 7 accessible spaces to abide by ADA standards.
- Right-of-Way (ROW):
  An additional 5 feet of public ROW is proposed to be dedicated along both Elizabeth Street and Beverly Street with this project, as requested by the Town. The site plan reflects these proposed dedications.
- Landscaping:
  The proposed landscape for the overall site meets the required 15% of the total site area with a proposed 30% of landscaped area. The applicant is proposing a mixture of evergreen and deciduous trees and plantings that will ensure year-round interest throughout the site.

The Town of Elizabeth Design Standards and Guidelines:

The applicant has ensured consistency and efficiency when designing their buildings to adhere to the Town of Elizabeth's Design Standards and Guidelines.

- Building Mass & Scale:
  The proposed buildings' mass and scale are proportionate and complimentary to the surrounding buildings and their uses continue to provide the small town feel that is consistently seen throughout the Town of Elizabeth.

- Building Materials:
  The exterior façades utilize design, materials (such as metal and masonry finishes), and colors that promote compatibility with the surrounding buildings and uses in the area.
- Architectural Style:
  The proposed buildings achieve a four-sided architecture and balanced proportion of windows to walls as outlined in the Towns Design Standards and Guidelines. The building forms are also readily understood and devoid of confusing, cluttered or unnecessarily complex arrangement of shapes.

Elizabeth Comprehensive Plan (2019):

Staff has found that the proposed site plan complies the Town's adopted Comprehensive Plan. The future land use map depicts the site as commercial/retail development described as the following:

> *"Commercial/Retail" areas depict locations where neighborhood or regional-level commercial centers could be located in the Elizabeth area over the next two decades. These areas include key intersections along Highway 86, to the east and west of the current Town.*

- Future Land Use and Development – Goal 1: *Maintain a sustainable balance in land uses between residential, commercial, office / business park, industrial, and park / open space land uses.*
  - The project is an enhancement to an undeveloped area helping to promote further development and balance of land uses in town and contributing to growth of the Town.
- Economic Development and Tourism – Goal 2: *Actively promote Elizabeth as a great place for investment and employment.*
  - This project positively supports reinvestment into the Town of Elizabeth's existing businesses perpetuating owner pride and upkeep of the community presence.

Referrals

The following agencies provided comments during the referral period. All comments have been addressed by the applicant.

Referral Agency / Consultant	Discipline
Town of Elizabeth Community Development Dept.	Planning & Zoning

CORE Engineering	Town Engineer
Town of Elizabeth Public Works Dept.	Public Works – Water & Sewer
Stolfus & Associates	Transportation
CORE Electric	Utility Provider
Black Hills Energy	Utility Provider
Elizabeth Fire Protection District	Fire
Elizabeth Police Dept.	Public Safety
Elbert County Community Development	Community Development
Elizabeth School District	Public Education

Findings and Staff Recommendation:

The replat and site plan applications have been reviewed and approved by the development review team and staff in accordance with Section 16-3-80 and Section 16-2-40 of the EMC.

Findings:

1. The proposal has been found to substantially comply with the standards for development as found in Chapter 16 of the Elizabeth Municipal Code.
    a. The proposed replat is a simple reconfiguration of the lot lines and easements that exist.
    b. The proposed development fulfills the purpose of the RC zone district by providing the expansion of general commercial activities.
    c. The applicant has provided landscaping covering > 15% of the site.
    d. Summary finding of the architecture compatibility.
    e. A drainage plan has been provided and approved by Town engineers.
    f. No floodplain issues are present.
    g. There are no traffic or access concerns.
2. The replat and site plan applications have been found to substantially comply with the adopted Comprehensive Plan.
3. The site plan has been found to substantially comply with the Town of Elizabeth Design Standards and Guidelines.
4. The development will be served by adequate water supply and waste disposal systems.

Staff Recommendation:

Based on the analysis above, staff believes that the replat and site plan applications meet the criteria for a Final Plat and Site Plan as set forth in Chapter 16 of the Elizabeth Municipal Code. Staff recommends the Board of Trustees approve Resolution 24R24 with no further conditions.

Planning Commission Recommendation:

At the April 2nd, 2024, Planning Commission meeting, the Commission provided a favorable recommendation of approval for the replat and site plan, for consideration by the Board of Trustees. The Commission did not recommend any conditions of approval.

RESOLUTION 24R24

A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE FINAL PLAT AND APPROVING THE SITE PLAN FOR LOT 2 ELIZABETH STREET PLAZA, TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO.

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

Section 1. The Plat for the Second Amendment to the Elizabeth Street Plaza, which is attached hereto as **Exhibit 1**, and incorporated herein by this reference, is hereby approved.

Section 2. The Site Plan for Lot 2 of the Elizabeth Street Plaza, attached hereto as **Exhibit 2**, and incorporated herein by this reference, is hereby approved pursuant to Section 16-2-40 of the Town of Elizabeth Municipal Code.

Section 3. The Site Development Agreement attached hereto as **Exhibit 3**, is hereby approved, and the Mayor is authorized to execute the same on behalf of the Town.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2024, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

_____
Tammy Payne, Mayor

ATTEST

_____
Michelle M. Oeser, Town Clerk

EXHIBIT A

TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

LAND USE APPLICATION

DATE: 05-20-2022

NAME OF PROJECT: Elizabeth Street Plaza

NAME OF APPLICANT: EO Investments LLC

ADDRESS AND LEGAL DESCRIPTION OF PROJECT: 621, 625, 631 and 635 Beverly St., Lots 2A-2D Elizabeth St. Plaza, 1st Amendment

Please check the appropriate item(s):

____REZONE	____PLAT	____USE BY SPECIAL REVIEW
____PUD (planned unit development)	X MINOR PLAT/REPLAT	____ANNEXATION
____VARIANCE	____SUBDIVISON	____MINOR SUBDIVISION
X SITE PLAN	____OTHER	

PRESENT ZONING: RC

AREA IN ACRES: 3.33

PROPOSED ZONING: RC

PRESENT USE: VACANT

PROPOSED # OF LOTS (if applicable): N/A

PROPOSED GROSS FLOOR AREA (if applicable): 31,800

***PROPERTY OWNER**

NAME: EO INVESTMENTS LLC - SHANE ROTH

ADDRESS: [redacted]

TELEPHONE #: 303-471-5788

EMAIL: [redacted]

SIGNATURE OF OWNER

SIGNATURE OF OWNER

APPLICANT REPRESENTATIVE

NAME: APERIO PROPERTY CONSULTANTS - AARON THOMPSON

ADDRESS: [redacted]

TELEPHONE #: [redacted]

EMAIL: [redacted]

SIGNATURE OF APPLICANT

SIGNATURE OF APPLICANT

KARI J. GEORGE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184002416
MY COMMISSION EXPIRES JANUARY 16, 2026

***(OWNERS SIGNATURE NEEDS TO BE NOTARIZED)**

Subscribed and sworn to be before me this 2nd day of August, 20 23

My commission expires 1-16-2026

Kari J George
Notary

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August 1, 2023

Alexandra Cramer
Town of Elizabeth
Community Development Department
151 S. Banner Street
Elizabeth, CO 80107

RE: **Elizabeth Street Plaza**
Site Plan and Replat
Letter of Authorization

Ms. Cramer,

I, Shane Roth as Manager of EO Investments LLC, hereby certify and affirm that I am the owner of the property described below:

LOTS 2A-2D, ELIZABETH STREET PLAZA, 1ST AMENDMENT

We hereby certify that no other party's consent is required to file and process any applications to the city.

DESIGNATION OF AUTHORIZED REPRESENTATIVE

We hereby designate Aaron Thompson of Aperio Property Consultants, LLC (Authorized Representative) to act as our representative in any manner and all respects regarding land use applications, to answer questions from and communicate with Town staff regarding applications, and to represent us at any meeting and/or public hearing which may be held with applications.

We understand that the Town will send all correspondence to the Authorized Representative identified above. It will be the Authorized Representative's responsibility to keep the owners adequately informed as to the status of the applications.

Owner:

Shane Roth as Manager, EO Investments, LLC

8/2/2023
Date

Cc: Aaron Thompson, Aperio Property Consultants LLC

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August 1, 2023

Alexandra Cramer
Town of Elizabeth
Community Development Department
151 S. Banner St.
Elizabeth, CO 80107

RE: Elizabeth St. Plaza
Site Plan
Narrative

Ms. Cramer,

Following is a Project Narrative for the proposed Elizabeth St. Plaza project located at the NW corner of Elizabeth Street and Beverly Street, proposed to be developed by Shane Roth of EO Investments, LLC, 8160 Blakeland Dr., Unit B, Littleton, CO 80125. The project consists of four previously platted lots as the Elizabeth Street Plaza, First Amendment, lots 2A-2D totaling approximately 3.33 acres. A replat of these lots is proposed as part of the application to reconfigure the four lots, dedicate required public Right-of-Way and easements, and vacate unused and/or conflicting easements.

The property is zoned Regional Commercial (RC) and is suitable for the development plan of the site, therefore no rezoning is proposed. Land uses will be per the allowed uses in the zone district as noted in Table 16-5 of the Town Municipal Code, and may include a mix of retail, daycare, automotive services, office and eating/drinking establishment to name a few.

The project will be phased according to market demand for each particular lot. At present, the site is being overlot graded with imported fill. Necessary common drives, landscaping, parking, utility and storm drainage systems will be constructed such that pad sites are prepared for construction as dictated by the need to construct one or more individual buildings for occupancy.

Existing topography is primarily from SE to NW. Significant fill has been brought in to the site (as part of the existing GESC permit) so that proposed buildings will be single-story with a common access connecting Elizabeth Street to Beverly Street. Architectural materials have been selected comparable to other projects in the area with a mixture of metal and masonry finishes as depicted on the building elevation sheets in the plan set.

Site access will be from two locations as shown on the proposed site plan, connected via the common drive. One access will be from Elizabeth St. approximately 250’ north of the

intersection of Elizabeth St. at Beverly St. and the other will be from Beverly St., the first being approximately 225' west of the intersection. Both access points are commonly shared and sufficient for commercial traffic.

An additional 5' of public Right-of-Way is proposed to be dedicated along both Elizabeth and Beverly Streets with this project, as requested by the Town. The site plan reflects these proposed dedications.

Fire access will be accommodated via the proposed access points and common through-drive. A fire apparatus turning plan has been prepared in conjunction with this application. Existing and proposed fire hydrants are noted on the plans and depict sufficient coverage for fire protection requirements.

All major utilities are in the vicinity of the project site. A water main extension is proposed with this project to provide onsite fire protection and domestic services. Sanitary sewer will be extended from Beverly St. into the project for service connection to all four lots. Electric and gas service will likewise be tapped for service to each building. Existing storm sewer adjacent to the site will be extended along a portion of the north property line and further utilized for site drainage in addition to the existing drainage swale along the north property line that will be further enhanced for site drainage conveyance. The site detention and water quality requirements are met in the existing pond west of the project site, with the addition of an offsite drainage ditch for conveyance to the existing pond.

We look forward to working with the Town for a successful project. If you should have any questions, please don't hesitate to call me at [redacted] or email me at [redacted]

Sincerely,

Aaron Thompson
Aperio Property Consultants, LLC

Cc: Shane Roth, EO Investments, LLC
Mike Humphrey, Pilatus Management
Greg Howes, R3 Design
Greg Kelly, Kelly Development Services

EXHIBIT 1

ELIZABETH STREET PLAZA SECOND AMENDMENT

BEING A REPLAT OF LOT 2A, 2B, 2C, 2D, ELIZABETH STREET PLAZA FIRST AMENDMENT, LYING IN THE NE 1/4 OF THE NE 1/4 OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M., TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO. TOTAL 3.246 ACRES MORE OR LESS AND 4 LOTS.
SHEET 1 OF 2

DEDICATION CERTIFICATE

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

_____
BY: ELAINE R. CAIN, EO INVESTMENTS LLC, A COLORADO LIMITED LIABILITY COMPANY

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____ 20____ A.D. BY _____. WITNESS MY OFFICIAL HAND AND SEAL

_____
NOTARY PUBLIC

MY COMMISSIONS EXPIRES: _____

SIGNATURES OF OFFICERS SIGNING FOR A CORPORATION SHALL BE ACKNOWLEDGED AS FOLLOWS:

_____ AS PRESIDENT/VICE PRESIDENT AND _____
(PRINT NAME) (PRINT NAME)
AS SECRETARY/TREASURER, OF _____, A _____
CORPORATION (NAME OF CORPORATION) (STATE)

NOTES

1. THIS PLAT WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT BY STEWART TITLE GUARANTEE COMPANY COMMITMENT NUMBER 1713462, DATED AUGUST 29, 2023 AT 8:00 A.M.; AND NO TITLE SEARCH WAS CONDUCTED BY ME TO DETERMINE OWNERS OR EASEMENTS RECORDED OR UNRECORDED.

2. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT, IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

3. BASIS OF BEARINGS: THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF ELIZABETH STREET PLAZA FIRST AMENDMENT, BEING SHOWN TO BEAR N00°02'32"E AS SHOWN HEREON AND MONUMENTED AS SHOWN HEREON.

4. MAINTENANCE OF THE HEREON DEPICTED NON-EXCLUSIVE OPEN SPACE, UTILITY & DRAINAGE EASEMENT (1.088 AC), SHALL BE THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNERS.

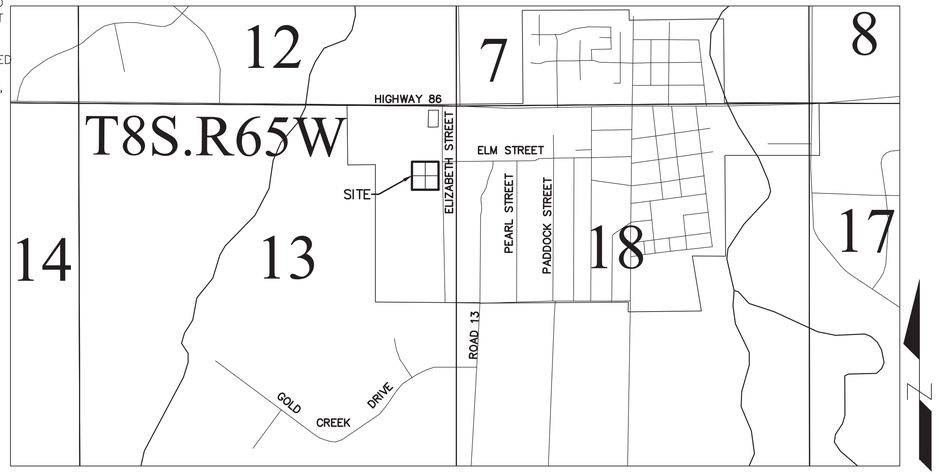
5. TOTAL ACRES IS 3.246 MORE OR LESS.

TITLE VERIFICATION

WE, STEWART TITLE GUARANTEE COMPANY, A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON, AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

_____
(NOTARIZED SIGNATURE)

_____ _____
DATE COMPANY NAME



VICINITY MAP
SCALE 1" = 1000'

SURVEYOR'S CERTIFICATE

I, RAYMOND W. BAYER, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON MAY 1, 2023, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS.

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

_____
COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR

RAYMOND W. BAYER

SURVEYOR #6973

LEGAL DESCRIPTION

LOTS 2A, 2B, 2C, AND 2D, ELIZABETH STREET PLAZA FIRST AMENDMENT, TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO AS RECORDED IN BOOK 12 PAGE 108.

BOARD OF TRUSTEES APPROVAL

THIS PLAT WAS APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO, ON THE _____ DAY OF _____, 20_____, FOR FILING. THE DEDICATIONS ARE HEREBY ACCEPTED. THE STREETS AND ROADS, LOTS, TRACTS, PARCELS AND THE 60' ACCESS AND UTILITY EASEMENT (ALL THE OTHER EASEMENTS SHALL REMAIN) AS SHOWN ON THE PLAT OF ELIZABETH STREET PLAZA FIRST AMENDMENT, RECORDED IN THE OFFICE OF THE ELBERT COUNTY CLERK AND RECORDER, RECEPTION #456830 ARE HEREBY VACATED.
ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, CURBS, GUTTER, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE TOWN OF ELIZABETH. THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE ROADWAY IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED, AND AFTER THE WARRANTY PERIOD, IN ACCORDANCE WITH TOWN REGULATIONS. THIS ACCEPTANCE DOES NOT GUARANTEE THAT THE SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUNDWATER CONDITIONS OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED.

_____
MAYOR, TOWN OF ELIZABETH

ATTEST: _____
TOWN CLERK

PLANNING COMMISSION APPROVAL

THE PRELIMINARY PLAN FOR THIS PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON _____ (DATE).

_____
CHAIR, PLANNING COMMISSION

CLERK AND RECORDER

STATE OF COLORADO)
) SS
COUNTY OF ELBERT)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____20___ A.D., AT _____ A.M./P.M., AND WAS RECORDED AT RECEPTION NUMBER _____.

_____
COUNTY CLERK AND RECORDER

OWNER/APPLICANT:
EO INVESTMENTS, LLC
8160 BLAKELAND DR, UNIT B
LITTLETON, CO 80125

PREPARED BY:

R.W. BAYER & ASSOCIATES, INC.
12170 TEJON STREET, UNIT 700
WESTMINSTER, COLORADO 80234
(303)452-4433
RWBSURVEYING@HOTMAIL.COM
CAD FILE: 23064/23064.DWG
PAGE 1 OF 2
DATE PREPARED: MAY 01, 2023

ELIZABETH STREET PLAZA
SECOND AMENDMENT

BEING A REPLAT OF LOT 2A, 2B, 2C, 2D, ELIZABETH STREET PLAZA FIRST AMENDMENT, LYING IN THE NE 1/4 OF THE NE 1/4 OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M., TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO.
TOTAL 3.246 ACRES MORE OR LESS AND 4 LOTS.
SHEET 2 OF 2

N
W E
S

0 30 60 Feet

SCALE 1'' = 30'

ELIZABETH TOWN CENTER

NON-EXCLUSIVE OPEN SPACE UTILITY AND DRAINAGE EASEMENT PER PREVIOUS PLAT (TO REMAIN) BOOK 12 PAGE 108

S89°53'57"E 371.00'
S89°53'57"E 106.64'
S89°53'57"E 259.36'

S00°05'02"W 53.68'

S89°55'53"E 40.15'
S89°56'15"E 88.02'

15.0' UTILITY EASEMENT (BY THIS PLAT)

30.0' DRAINAGE AND UTILITY EASEMENT BOOK 12 PAGE 108 (TO REMAIN)

N89°57'28"W 18.45'
S89°57'28"E 43.40'
18.4' UTILITY EASEMENT
N00°02'32"E 25.00'
N00°02'32"E 25.00'
S89°56'13"W 18.45'

25.0' ACCESS AND UTILITY EASEMENT

LOT 4
0.682 ACRES ±
29,707 SQUARE FEET ±

LOT 1
0.928 ACRES ±
40,441 SQUARE FEET ±

LOT LINE LOTS 2A, 2B HEREBY VACATED

10.0' UTILITY EASEMENT BY THIS PLAT

N00°02'32"E 209.56'
N00°02'32"E 113.53'
S00°02'32"E 71.00'
S00°02'32"W 121.16'
S00°03'07"E 85.00'
S00°03'07"E 89.15'
N00°03'07"W 112.16'
S00°02'28"E 87.18'
S00°02'32"W 174.42'

Δ=90°01'38" R=10.00' L=15.72' Chb=N44°58'53"E Ch=14.15'
Δ=89°57'22" R=10.00' L=15.70' Chb=S45°01'07"E Ch=14.14'
S89°57'28"E 8.31'

Δ=90°01'13" R=5.00' L=7.86' Chb=S45°03'38"W Ch=7.07'
Δ=89°58'16" R=5.00' L=7.85' Chb=N44°58'37"W Ch=7.07'
N89°56'15"W 25.01'
25.0'
33.0'

UTILITY EASEMENT

S00°02'32"W 3.84'
Δ=90°05'46" R=15.00' L=23.57' Chb=S44°59'55"E Ch=21.22'
S00°02'22"W 6.43'
S89°59'48"E 121.01'
10.0'

Δ=89°56'31" R=5.00' L=7.85' Chb=N45°02'46"E Ch=7.07'
Δ=44°20'03" R=10.00' L=7.74' Chb=S67°43'27"E Ch=7.55'
S89°59'48"E 36.15'
S00°01'12"W 12.89'
N89°59'48"W 219.34'
N89°59'48"W 186.54'
10.0'
20.0'

N40°37'25"W 20.52'
S89°59'46"E 32.80'
S00°00'00"E 34.52'
LOT LINE OF 2A AND 2C HEREBY VACATED
Δ=45°42'27" R=15.00' L=11.97' Chb=N22°48'11"W Ch=11.65'
LOT LINE OF 2B AND 2D HEREBY VACATED
S89°59'48"E 76.75'
Δ=89°58'52" R=15.00' L=23.56' Chb=S45°00'48"E Ch=21.21'
S89°59'48"E 22.28'
391.21'

LOT 1
ELIZABETH STREET PLAZA

BASIS OF BEARINGS
ELIZABETH STREET PLAZA FIRST AMENDMENT
WEST LINE OF LOT 1

N00°02'32"E 391.59'
S89°57'28"E 13.65'
S90°00'00"W 179.49'
Δ=89°57'30" R=15.00' L=23.55' Chb=S45°03'47"W Ch=21.21'
Δ=89°57'28" R=10.00' L=15.70' Chb=N44°58'44"W Ch=14.14'
Δ=91°48'11" R=15.01' L=24.05' Chb=S45°55'19"W Ch=21.56'
Δ=90°01'08" R=10.00' L=15.71' Chb=N44°59'14"W Ch=14.14'
30.0' ACCESS, FIRE LANE AND UTILITY EASEMENT BY THIS PLAT
S00°02'32"W
15.0'
37.3'
5.0' ROW DEDICATED TO THE TOWN OF ELIZABETH BY THIS PLAT

ELIZABETH STREET (80' ROW)

LOT 2
0.906 ACRES ±
39,478 SQUARE FEET ±

LOT 3
0.730 ACRES ±
31,795 SQUARE FEET ±

S00°02'52"W 177.01'
N00°05'02"E 104.70'
S00°02'00"E 177.14'
S00°07'07"W 105.69'
N00°07'07"E 119.72'
S00°07'00"E 211.66'
N00°07'19"E 115.71'
S00°01'19"W 145.79'
N00°02'32"E 211.79'
60.0' ACCESS AND UTILITY EASEMENT (VACATED BY THIS PLAT) BOOK 12 PAGE 108

LOT LINE LOTS 2C, 2D HEREBY VACATED

30.0'
22.0'
8.0'
25.0' ACCESS AND UTILITY EASEMENT
25.0' ACCESS EASEMENT (PER THIS PLAT)

Δ=90°05'02" R=5.00' L=7.86' Chb=N45°02'31"E Ch=7.08'
Δ=89°54'42" R=15.00' L=23.54' Chb=S44°57'21"E Ch=21.20'
Δ=90°03'58" R=10.00' L=15.72' Chb=N45°03'19"E Ch=14.15'
N89°54'42"W 78.72'
9.93'
Δ=90°05'18" R=15.00' L=23.59' Chb=S45°02'39"W Ch=21.23'
S89°54'42"E 111.67'
80.0'
20.0' UTILITY EASEMENT REC. NO. 456830 (TO REMAIN)
10.0'
N89°54'58"W 18.82'
N89°54'58"W 48.89'
25.0'
N00°05'02"E 21.07'
15.0' UTILITY EASEMENT BY THIS PLAT
31.1'
15.0'
N00°02'27"E 8.13'
N89°57'33"W 179.62'
S89°57'23"E 186.38'
Δ=89°54'58" R=15.00' L=23.54' Chb=N44°57'28"W Ch=21.20'
8.0'
22.5'
5.0' ROW DEDICATED TO THE TOWN OF ELIZABETH BY THIS PLAT
N89°57'28"W 371.00'
40.0'
80.0'

BEVERLY STREET
(80' ROW)

ELIZABETH STREET PLAZA FIRST AMENDMENT

ELIZABETH ACRES FIRST FILING

NE COR SEC. 13, T 8S., R 65W
(MONUMENT NOT FOUND-CALCULATED)

N01°20'36"E 2636.48'
786.96'

ELM STREET
(30' ROW)
351.0'

426.3'

EAST LINE OF THE NORTHEAST 1/4 SEC. 13, T 8S., R 65W

E 1/4 COR SEC. 13, T 8S., R 65W
(FOUND 2 1/2" ALUMINUM CAP)

LEGEND

- SECTION CORNER AS DESCRIBED
- FOUND NO. 5 REBAR AND NO CAP
- FOUND NO. 5 REBAR AND 1.25 INCH ORANGE CAP PLS 29052
- SET 18" LONG #5 REBAR WITH 1.25" YELLOW CAP STAMPED PLS 6973
- BOUNDARY LINE
- EASEMENT LINE
- EASEMENT DEDICATED BY THIS PLAT
- LOT LINE
- SECTION LINE
- RIGHT OF WAY LINE (TO BE DEDICATED)
- HATCH FOR EXISTING EASEMENT VACATED BY THIS PLAT
- WATER VALVE

OWNER/APPLICANT:
EO INVESTMENTS, LLC
8160 BLAKELAND DR, UNIT B
LITTLETON, CO 80125

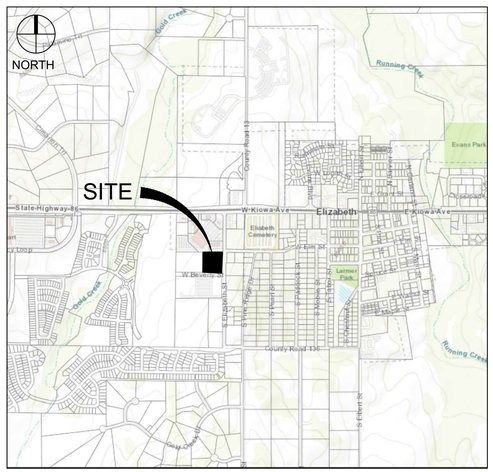
PREPARED BY:

R.W. BAYER & ASSOCIATES, INC.
12170 TEJON STREET, UNIT 700
WESTMINSTER, COLORADO 80234
(303)452-4433
RWBSURVEYING@HOTMAIL.COM
CAD FILE: 23064/23064.DWG
PAGE 2 OF 2
DATE PREPARED: MAY 01, 2023

EXHIBIT 2

ELIZABETH ST. PLAZA
SITE DEVELOPMENT PLAN

LOTS 1-4, ELIZABETH STREET PLAZA, SECOND AMENDMENT
LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO



VICINITY MAP
1"=3000'

SITE DATA

TOTAL GROSS PROPERTY AREA	3.33 AC (145,207 SF)
R.O.W. DEDICATION (ELIZABETH ST.)	0.04 AC (1,956 SF)
R.O.W. DEDICATION (BEVERLY ST.)	0.04 AC (1,830 SF)
LOT 1 AREA	0.93 AC (40,444 SF)
LOT 2 AREA	0.91 AC (39,479 SF)
LOT 3 AREA	0.730 AC (31,793 SF)
LOT 4 AREA	0.682 AC (29,708 SF)
NET PROPERTY AREA	3.25 AC (141,424 SF)
ZONING CLASSIFICATION	REGIONAL COMMERCIAL (RC)

	AREA	BUILDING AREA (COVERAGE)	HARD SURFACE AREA	LANDSCAPE AREA	PROPOSED USES
LOT 1	40,444 SF	10,200 SF (25.2%)	16,630 SF (41.1%)	13,123 SF (33.7%)	OFFICE/RETAIL/ BUSINESS SERVICES
LOT 2	39,479 SF	4,200 SF (10.6%)	22,217 SF (56.3%)	13,062 SF (33.1%)	RESTAURANT
LOT 3	31,793 SF	8,700 SF (27.4%)	13,429 SF (42.2%)	6,870 SF (30.4%)	OFFICE/RETAIL/ BUSINESS SERVICES
LOT 4	29,708 SF	8,700 SF (29.3%)	14,291 SF (48.1%)	9,999 SF (22.6%)	AUTO REPAIR GARAGE
TOTALS	141,421 SF	31,800 SF (22.5%)	66,567 SF (47.1%)	43,054 SF (30.4%)	

PARKING	REQUIRED		PROVIDED	ADA SPACES
LOT 1 - 10,200 SF OFFICE/RETAIL (7,100 SF) BUSINESS SERVICES (2,000 SF)	(1 SP/200 SF) = 36 (1 SP/500 SF) = 4	= 40	46	(2 REQ. / 2 PROV.)
LOT 2 - 4,200 SF RESTAURANT - 2,200 SF DINING KITCHEN/SERVICE AREA (1,800 SF) OFFICE (200 SF)	(1 SP/50 SF) = 44 (1 SP/500 SF) = 4 (1 SP/200 SF OFFICE) = 1	= 49	50	(2 REQ. / 2 PROV.)
LOT 3 - 8,700 SF OFFICE/RETAIL (2,400 SF) AUTO REPAIR GARAGE (6,300 SF)	(1 SP/200 SF) = 12 (1 SP/500 SF) = 13	= 26	35	(2 REQ. / 2 PROV.)
LOT 4 - 8,700 SF AUTO REPAIR GARAGE	(1 SP/500 SF) = 18	= 18	18	(1 REQ. / 1 PROV.)
TOTAL SPACES		133	149	(7 REQ. / 7 PROV.)

BUILDING HEIGHTS	MAX. HEIGHT	
LOT 1	30'	
LOT 2	30'	
LOT 3	30'	
LOT 4	30'	

LEGAL DESCRIPTION:

LOT 1-4, ELIZABETH STREET PLAZA, 2ND AMENDMENT

BENCHMARK:

TOWN OF ELIZABETH #216, ELEVATION = 6603.719 (NAVD88). SITE BENCHMARK MONUMENT OF THE SW CORNER OF LOT 2C, ELEVATION=6557.76.

BASIS OF BEARINGS:

BEARINGS ARE BASED ON THE NORTH LINE OF ELIZABETH STREET PLAZA 1ST AMENDMENT, WHICH BEARS S89°53'57"E.

OWNERSHIP CERTIFICATION

THE UNDERSIGNED ARE ALL THE OWNERS OF CERTAIN LANDS IN THE TOWN OF ELIZABETH, COUNTY OF ELBERT AND STATE OF COLORADO DESCRIBED HEREIN.

PARKING
EO INVESTMENTS, LLC

SIGNED THIS _____ DAY OF _____, 20_____

NOTARY BLOCK

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____,
20_____ BY _____ AS _____ OF EO INVESTMENTS, LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

_____ _____ MY COMMISSION EXPIRES: _____.

NOTARY PUBLIC

RECORDER'S CERTIFICATE

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF _____ COUNTY, COLORADO AT _____ O'CLOCK _____ M, THIS _____ DAY OF _____ AD, __ _____ .

CLERK AND RECORDER: _____ DEPUTY: _____

SHEET INDEX

1 COVER SHEET
2 SITE PLAN
3 GENERAL GRADING PLAN
4 GENERAL UTILITIES PLAN
5 LANDSCAPE PLAN
6 LANDSCAPE NOTES AND DETAILS
7 SITE LIGHTING AND PHOTOMETRIC PLAN
8 LIGHTING DETAILS
9 SITE DETAILS
10 EXTERIOR BUILDING ELEVATIONS - LOT 1
11 EXTERIOR BUILDING ELEVATIONS - LOT 3
12 EXTERIOR BUILDING ELEVATIONS - LOT 4

PROJECT CONTACTS:

APPLICANT/OWNER
EO INVESTMENTS, LLC
8160 BLAKELAND DR., UNIT B
LITTLETON, CO 80125
CONTACT: SHANE ROTH
PHONE: (303) 471-5788
shaneroth@frontrangewindow.com

PLANNER
APERIO PROPERTY CONSULTANTS
4032 DEFOE ST.
STRASBURG, CO 80136
CONTACT: AARON THOMPSON
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aaron@aperiopc.com

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R3 DESIGN ARCHITECTURE
555 BELLAIRE COURT
BROOMFIELD, CO 80020
CONTACT: GREG HOWES
PHONE: (303) 439-0822
howes@r3design.net

CIVIL ENGINEER
KELLY DEVELOPMENT SERVICES
9301 SCRUB OAK LANE
LONE TREE, CO 80124
CONTACT: GREG KELLY
PHONE: (303) 888-6338
greg@kellydev.com

LANDSCAPE ARCHITECT
SACRED SOIL DESIGN
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CONTACT: RON ATCHISON
PHONE: (303) 335-7980
sacredsoil@msn.com

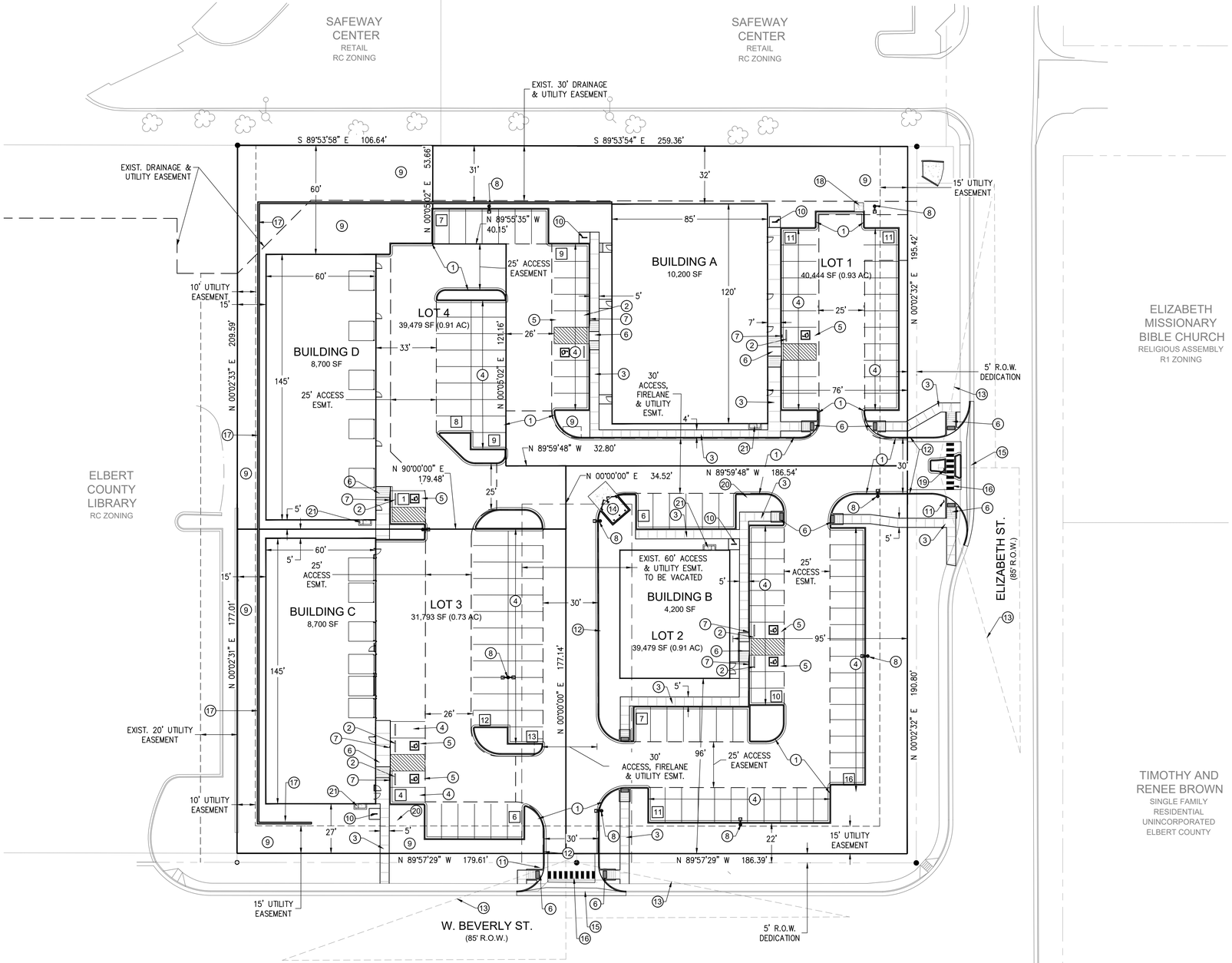
SURVEYOR
WLR SERVICES
13609 COUNTY RD. 94
ELBERT, CO 80105
CONTACT: GARRY ROHLEDER
PHONE: (303) 648-9755

Aperio
Property Consultants, llc
4032 DEFOE ST.
STRASBURG, CO 80136
PHONE 303.317.3000

FEBRUARY 7, 2024
COVER SHEET
1

ELIZABETH ST. PLAZA
SITE DEVELOPMENT PLAN

LOTS 1-4, ELIZABETH STREET PLAZA, SECOND AMENDMENT
LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO



SITE PLAN KEYNOTES

1. 6" CURB AND GUTTER
2. CONCRETE CURB STOP
3. SIDEWALK
4. 9' x 19' STANDARD PARKING STALL
5. 9' x 19' ADA PARKING STALL
6. HANDICAP ACCESSIBLE RAMP
7. HANDICAP VAN ACCESSIBLE POLE-MOUNTED SIGN
8. SITE POLE MOUNTED LIGHT
9. LANDSCAPE AREA
10. BIKE RACK
11. STOP SIGN
12. FIRE LANE - NO PARKING SIGN
13. SIGHT DISTANCE TRIANGLE (155')
14. TRASH ENCLOSURE
15. 8' CONCRETE CROSSPAN
16. PAINTED CROSSWALK
17. RETAINING WALL (SEE SHEET 3)
18. CONCRETE RUNDOWN
19. "NO LEFT TURN" SIGN
20. TRANSFORMER LOCATION
21. EUSERC CABINET

[3] STALL COUNT

NORTH

GRAPHIC SCALE
30 0 15 30
1 INCH = 30 FEET

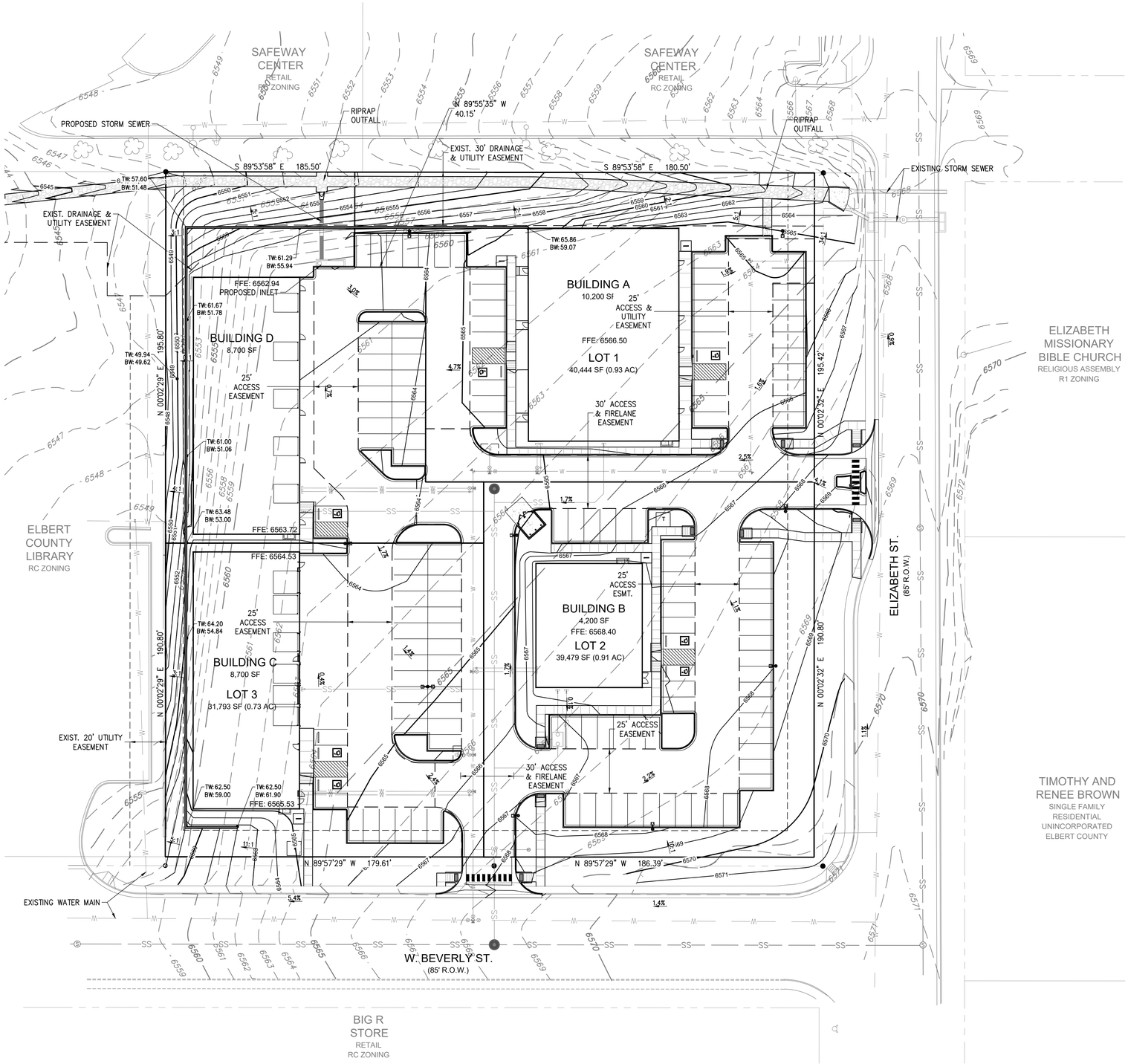
Aperio
Property Consultants, llc
4032 DEFOE ST.
STRASBURG, CO 80136
PHONE 303.317.3000

FEBRUARY 7, 2024

SITE PLAN 2

ELIZABETH ST. PLAZA
SITE DEVELOPMENT PLAN

LOTS 1-4, ELIZABETH STREET PLAZA, SECOND AMENDMENT
LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO



NOTE:
This plan is provided for general reference purposes and is not to be used for construction. A separate set of detailed plans have been prepared for approval by the Town of Elizabeth, and are on file with the Town.

LEGEND

PROPOSED		EXISTING
	PROPERTY LINE	
	R.O.W. LINE	
	EASEMENT	
	SIGHT TRIANGLE	
	SECTION LINE	
GAS	GAS LINE	GAS
UGT	UNDERGROUND TELEPHONE	UGT
FO	FIBER OPTIC	FO
CTV	UNDERGROUND CABLE	CTV
	FIRE HYDRANT	
W	WATER MAIN	W
	WATER METER	
W	WATER SERVICE	W
	WATER VALVE	
IR	IRRIGATION PIPE	IR
T	TRANSFORMER	T
UGE	UNDERGROUND ELECTRIC	UGE
OHE	OVERHEAD ELECTRIC	OHE
	LIGHTPOLE	
	POWER POLE	
SS	SANITARY MAIN	SS
	SANITARY CLEANOUT	
	SANITARY MANHOLE	
SS	SANITARY SERVICE	SS
	STORM INLET	
	STORM MANHOLE	
	STORM PIPE	
	BACK OF CURB	
	CONCRETE HATCH	
	EDGE OF PAVEMENT / PAN	
	FLOWLINE	
	SIDEWALK	
	SIDEWALK HATCH	
	PAVEMENT MARKING	
	TRAFFIC SIGN	
	BOLLARD	
	LIGHT POLE	
	MONUMENT SIGN	
6480	MAJOR CONTOUR	6480
6481	MINOR CONTOUR	6481
1.0%	SLOPE/GRADE	

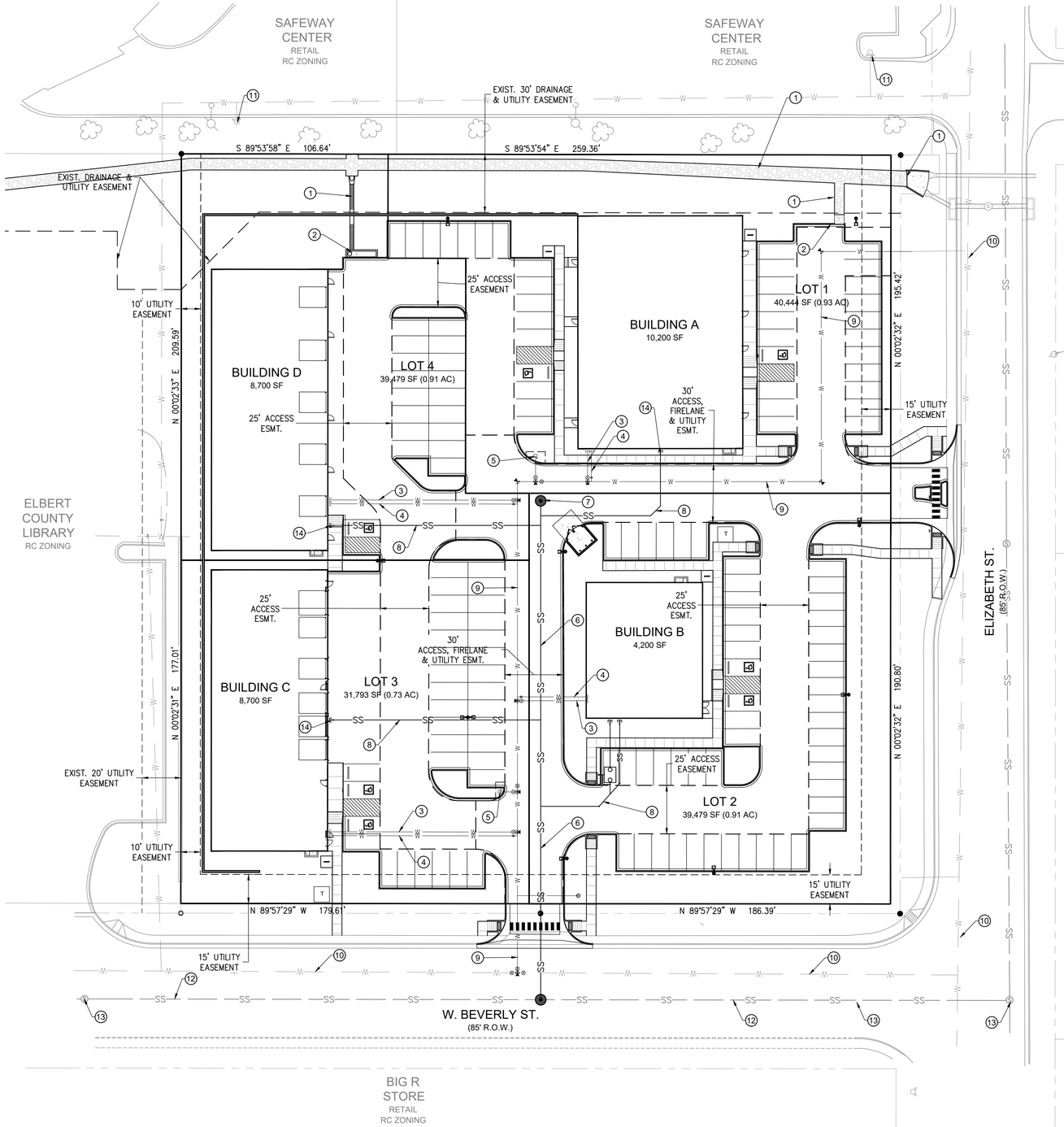
NORTH
GRAPHIC SCALE
30 0 15 30
1 INCH = 30 FEET

KELLY DEVELOPMENT SERVICES, LLC
9301 SCRUB OAK DR
LONE TREE, CO 80124
303-888-6338
greg@kellydev.com

FEBRUARY 7, 2024
GENERAL GRADING PLAN
3

ELIZABETH ST. PLAZA
SITE DEVELOPMENT PLAN

LOTS 1-4, ELIZABETH STREET PLAZA, SECOND AMENDMENT
LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO



UTILITY PLAN KEY NOTES

1. PROPOSED STORM SEWER
2. PROPOSED TYPE R INLET
3. PROPOSED FIRE SPRINKLER LINE
4. PROPOSED WATER SERVICE WITH INSIDE METER SET
5. PROPOSED FIRE HYDRANT
6. PROPOSED 8" PVC SANITARY SEWER MAIN
7. PROPOSED SANITARY SEWER MANHOLE
8. PROPOSED SANITARY SEWER SERVICE
9. PROPOSED 8" PVC WATER MAIN
10. EXISTING WATER MAIN
11. EXISTING FIRE HYDRANT
12. EXISTING SANITARY SEWER MAIN
13. EXISTING SANITARY SEWER MANHOLE
14. PROPOSED SANITARY SEWER 2-WAY CLEANOUT

NOTE:
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LEGEND

PROPOSED		EXISTING
	PROPERTY LINE	
	R.O.W. LINE	
	EASEMENT	
	SECTION LINE	
	SECTION CORNER	
UGT	UNDERGROUND TELEPHONE	UGT
FO	FIBER OPTIC	FO
CTV	UNDERGROUND CABLE	CTV
F	FIRE LINE	F
W	WATER MAIN	W
WM	WATER METER	WM
OHE	OVERHEAD ELECTRIC	OHE
	POWER POLE	
	GUYWIRE	
	SANITARY CLEANOUT	
SS	SANITARY MAIN	SS
SS	SANITARY MANHOLE	SS
SS	SANITARY SERVICE	SS
	STORM INLET	
	ROAD CENTERLINE	
	STORM PIPE	
	BOLLARD	
	LIGHT POLE	
	RETAINING WALL	
	MONUMENT SIGN	
	SLOPE/GRADE	

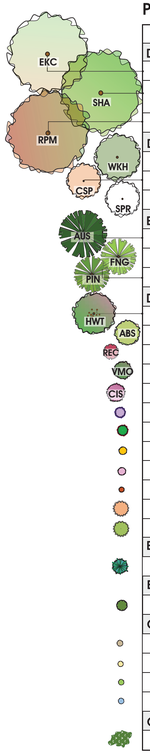
NORTH
GRAPHIC SCALE
30 0 15 30
1 INCH = 30 FEET

KELLY DEVELOPMENT SERVICES, LLC
9301 SCRUB OAK DR
LONE TREE, CO 80124
303-888-6338
greg@kellydev.com

FEBRUARY 7, 2024
GENERAL UTILITY PLAN
4

ELIZABETH ST. PLAZA
SITE DEVELOPMENT PLAN

LOTS 1-4, ELIZABETH STREET PLAZA, SECOND AMENDMENT
LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO



PLANT LIST (SYMBOL NEXT TO PLANT REPRESENTS SPECIFIC PLANT AND ITS LOCATION ON PLAN)

Key	Quantity	Common Name	Botanical Name	Height	Width	installed size
Deciduous Shade Trees						
EKC	5	Espresso Kentucky Coffeetree	Gymnocladus dioicus 'Espress-JFS'	50'	35'	2" cal.
SHA	4	Shademaster Locust	Gleditsia triacanthos inermis 'Shademaster'	50'	35'	2" cal.
PRM	4	Redpointe Maple	Acer rubrum 'Frank Jr.' PP16769	40'	35'	2" cal.
Deciduous Ornamental Trees						
WKH	6	Winter King Hawthorn	Crataegus viridis 'Winter King'	30'	20'	2" cal.
CSP	6	Chanticleer Pear	Pyrus calleryana	35'	15'	2" cal.
SPR	9	Spring Snow Crab	Malus x 'Spring Snow'	20'	15'	2" cal.
Evergreen Trees						
AUS	7	Austrian Pine	Pinus nigra	50'	20'	8'
FNG	5	Bristlecone Pine	Pinus aristata	30'	15'	7'
PIN	3	Pinyon Pine	Pinus edulis	25'	15'	6'
Deciduous Shrubs						
HWT	7	Hot Wings Maple	Acer tataricum 'Garann'	25'	20'	5-6' clump
ABS	10	Autumn Brilliance Serviceberry	Amelanchier x grandiflora (clump)	15-20'	10'	15 gal./clump
REC	9	Red Chokeberry	Aronia arbutifolia 'Brilliantissima'	7'	6'	5 gal.
VMO	15	Mohican Viburnum	Viburnum lantana 'Mohican'	7-8'	6-8'	7 gal.
CIS	9	Purple Leaf Sand Cherry	Prunus x cistena	8'	6'	7 gal.
LBD	21	Dark Purple Bloomerang Lilac	Syringa x 'SMSJBP7' PP26549	4'	4'	5 gal.
AFD	16	Arctic Fire Dogwood	Cornus stolonifera 'Farrow" PP18523	4'	4'	5 gal.
GBA	10	Golden Barberry	Berberis thunbergia 'Aurea'	3'	3'	5 gal.
NFS	17	Neon Flash Spirea	Spirea japonica 'Neon Flash'	3'	3'	5 gal.
BAD	11	Admiration Barberry	Berberis thunbergia 'Admiration'	2'	2'	5 gal.
SAA	24	Autumn Amber Sumac	Rhus trilobata 'Autumn Amber'	18"	6-8'	5 gal.
PBS	24	Pawnee Buttes Sand Cherry	Prunus besseyi 'Pawnee Buttes'	15-18"	6'	5 gal.
Evergreen Shrubs						
BCH	28	Blue Chip Juniper	Juniperus horizontalis 'Blue Chip'	10"	6'	5 gal.
Broadleaf Evergreens						
MPA	11	Panchito Manzanita	Arctostaphylos 'Panchito'	2'	4'	5 gal.
Ornamental Grasses						
RSG	15	Red Switch Grass	Panicum virgatum 'Shenandoah'	3-4'	24-30"	1 gal.
BLO	16	Blonde Ambition Blue Grama	Bouteloua gracillis 'Blonde Ambition'	30-36"	30-36"	1 gal.
HFG	17	Dwarf Hardy Fountain Grass	Pennisetum alopecuroides 'Hameln'	2-3'	2'	1 gal.
AVG	15	Blue Avena Grass	Helictotrichon sempevirens	2-3'	2-3'	1 gal.
Groundcovers						
ECO	12	Purpleleaf Wintercreeper	Euonymus fortune 'Coloratus'	12"	spread	1 gal.

IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN GRAPHIC AND THE LANDSCAPE PLANT LIST, MATERIAL QUANTITY AS DETERMINED BY THE PLAN GRAPHIC SHALL TAKE PRECEDENCE.

SHRUBS SHALL BE HEALTHY & WELL-ESTABLISHED IN CONTAINERS. NUMBER OF CANES SHALL BE PER ANSI Z60.1-2014

PLANT IMAGES (SHOWN IN SAME ORDER AS ABOVE PLANT LIST)

Espresso Kentucky Coffeetree | Shademaster Locust | Redpointe Maple | Winter King Hawthorn | Chanticleer Pear | Spring Snow Crab

Austrian Pine | Bristlecone Pine | Pinyon Pine | Hot Wings Maple | Autumn Brilliance Serviceberry | Red Chokeberry | Mohican Viburnum

Purple Leaf Sand Cherry | Dark Purple Bloomerang Lilac | Arctic Fire Dogwood | Golden Barberry | Neon Flash Spirea | Admiration Barberry

Autumn Amber Sumac | Pawnee Buttes Sand Cherry | Blue Chip Juniper | Panchito Manzanita | Red Switch Grass | Blonde Ambition Blue Grama | Dwarf Fountain Grass | Blue Avena Grass | Purpleleaf Wintercreeper

IRRIGATED SOD

PRODUCT: Enviroturf

SUPPLIER: Turf Master

DRYLAND SEED MIX (non-irrigated)

COMMON NAME	BOTANIC NAME	% of MIX	# P.L.S. per ACRE
Common Wheatgrass	Triticum aestivum	20%	5.0
Slender Wheatgrass	Elymus trachycaulus	15%	3.75
Meadow Fescue	Festuca pratensis	10%	2.5
Pubescent Wheatgrass	Elymus smithii	10%	2.5
Hard Fescue	Festuca ovina	10%	2.5
Canada Wheatgrass	Poa compressa	10%	2.5
Indian Grass	Sorghastrum nutans	8%	2.0
Siseoats Grama	Bouteloua curtipendula	7%	1.75
Blue Grama	Bouteloua gracilis	5%	1.25
Switchgrass	Panicum virgatum	5%	1.25
	TOTAL LBS. PER ACRE		25.0

GRAPHIC LEGEND

EXISTING PINE TREE

EXISTING PINE TREE

DRYLAND GRASS SEED MIX

ROLLED TOP METAL EDGING

¾" - 1¼" CRUSHED GRANITE

IRRIGATED SOD

MATERIALS

¾" - 1¼" CRUSHED GRANITE

LANDSCAPE DATA & REQUIREMENTS

ZONING- REGIONAL COMMERCIAL

SITE TOTAL:	145,094 SF (3.331 AC.)
HARDSCAPE:	68,591 SF
BUILDING COVER:	33,550 SF
LANDSCAPE AREA	
PRIVATE:	40,997 SF
R.O.W.:	11,740 SF
TOTAL:	52,737 SF

PLANTS REQUIRED	Priv. Area	Required / Provided	
SITE TREES (1 tree per 1500 SF)	40,997 SF	27	19 + street trees
SITE SHRUBS (5 tree per 1500 SF)	7,225 SF	48	230*

* GREATER THAN 75% LIVE PLANT COVERAGE

STREET TREES

	Length	Required / Provided
Beverly Street	371	9 / 9
Elizabeth Street	391	10 / 10

NORTH

0 10 20 30 40 50 100

SCALE : 1" = 30'-0"

SACRED SOIL DESIGNS
P O BOX 1226
LITTLETON, CO 80160
303.335.7980
sacredsoil@msn.com

FEBRUARY 7, 2024

LANDSCAPE PLAN

ELIZABETH ST. PLAZA
SITE DEVELOPMENT PLAN
LOTS 2A-2D, ELIZABETH STREET PLAZA, FIRST AMENDMENT
LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M., TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO

GENERAL LANDSCAPE NOTES

Specific materials and process may vary. Owner/owner's representative should discuss details with landscape contractor.

1. Proposed trees in the ROW shall be pre-approved by the City Forester's office and shall be a minimum of 20' from property corners at intersections, 25' from street lights, and 10' from edge of driveways.

2. All proposed landscaping in the ROW shall be per the Town of Elizabeth Streetscape Design Manual.

3. **UTILITIES:** Contractor shall determine location of underground utilities, including TV and phone cables, and perform work in a manner that will avoid possible damage. Hand dig planting pits for trees and large B&B shrubs to avoid buried utilities.

4. **PROTECTION OF EXISTING TREES:** Avoid direct injury to existing trees. Prominently mark protected areas with erect barricades around designated existing trees. Avoid vehicular traffic or parking areas in restricted areas. Prohibit material storage, grading, and dumping of waste or other materials in restricted areas. Avoid compacting soil around trees, soil fills over and removing soil at existing root grade, trenching within 8' of tree trunks whenever possible. During summer construction, trees require adequate water, enough to saturate the soil, every one (1) to two (2) weeks. Barricades should extend beyond dripline; for each one (1) inch of diameter of tree's truck, add extend the protection area an additional on (1) foot. Examine trees and barricades at least once a week during construction. Prune trees as necessary before construction and if damage occurs during construction.
Go to : www.ext.colostate.edu/pubs/garden/07420.pdf for more information on protection of existing trees.

5. **PLANT MATERIAL:** Shall meet or exceed current issue of American Standard for Nursery Stock ANSI Z60.1 and the Colorado Nursery Act and accompanying Rules and Regulations. Plant material to be provided in quantities as illustrated on the plan. Incase of discrepancies between the plan and contract, the plan shall dictate.

6. **PLANTING REQUIREMENTS:**
   - **A**. No plant material with mature growth greater than three (3) feet in height shall be placed within potable water, sanitary sewer, or non-potable irrigation easements.
   - **B**. No shrubs shall be planted within five (5) or trees within ten (10) feet of potable and non-potable water meters, fire hydrants, sanitary sewer manholes, or potable water, sanitary sewer, and non-potable irrigation mains and services.

5. **IRRIGATION SYSTEM STANDARDS (DESIGN BUILD):** Irrigation system for the landscaping should incorporate high efficiency design practices and products with an emphasis on public safety, water conservation and reduced maintenance costs.
(See additional irrigation notes on this sheet).

6. **ROOF DOWNSPOUTS:** 3" corrugated pipe shall extend beyond foundation backfill below grade, and shall be day lighted to insure proper water flow.

7. **SOIL PREPARATION:** Prior to the installation of turf grass and/or other plant materials in areas that have been compacted or disturbed by construction activity, such areas shall be thoroughly loosened, and organic industry-accepted, certified weed-free soil amendment (compost) shall be thoroughly incorporated into the soil of such areas at a rate of at least four (4) cubic yards of soil amendment per one thousand (1,000) square feet of turf grass and/or area to be planted to a depth of at least six (6) inches. In addition, prior to installation of any turf grass and/or other planted area, all foreign waste materials, including concrete, plastic, wire and the like, along with rocks larger than three (3) inches, shall be removed from the top six (6) inches of soil. In the case of new development, the developer shall affirm and certify, in writing, that the turf grass and/or planted areas that have been completed or disturbed by construction activity have been installed according to these standards or that legally binding commitments have been made to install such soil amendment prior to installation of such turf grass and/or other plant materials. **Required soil remediation when removing hardscape/concrete/asphalt/pavers/etc. to plant trees:**
   Soil analysis, bulk density testing and remediation required when removing hardscape to plant trees; including but not limited to concrete, asphalt, pavers, and brick.
   1. Deep 24" soil analysis required from credited, local soil analysis laboratory with experience in local urban soils
      a. analysis must determine soil texture and type, pH balance, free lime, soil salinity, organic matter (OM) content, and plant available nutrients
      b. Soil remediation required based on soil analysis
   1. Add soil amendments per soil analysis result and till to depth of 18"
   2. Add organic matter to ensure a minimum of at least 3% for native soil

   Soil bulk density testing required from credited, local soil analysis laboratory with experience in local urban soils. Remediation may be required as determined by soil type.

7. **PLANTING PIT/HOLE BACKFILL:** Thoroughly blend 2/3 existing soil and 1/3 compost when backfilling new plantings.

8. **BED / LAWN EDGING:** Shall be 4" galvanized steel with rolled top edging. Edging shall be installed between bedding areas and sod. Provide gaps in edging near drainage swales and downspouts. Set top of edging 1/2" above finish grade. Bend edging if corners or angles are needed and allow overlap on straight runs to avoid ends of edging pieces to touch.

9. **SHRUB and TREE PLANTINGS:** Shall be kept out of the bottom of drainage swales.

11. **SOD: <u>If shown on plan</u>** - Shall be drought tolerant blend of Kentucky Bluegrass.

12. **WARRANTY - PLANT MATERIALS:** Contractor shall guarantee all plant material for a period of one (1) full year, from date of owner's/owner representative's acceptance of planting.

13. **WARRANTY - IRRIGATION SYSTEM:** Contractor shall insure the satisfactory operation of the irrigation system and workmanship for a period of one (1) full year from the date of owner's/owner representative's acceptance.

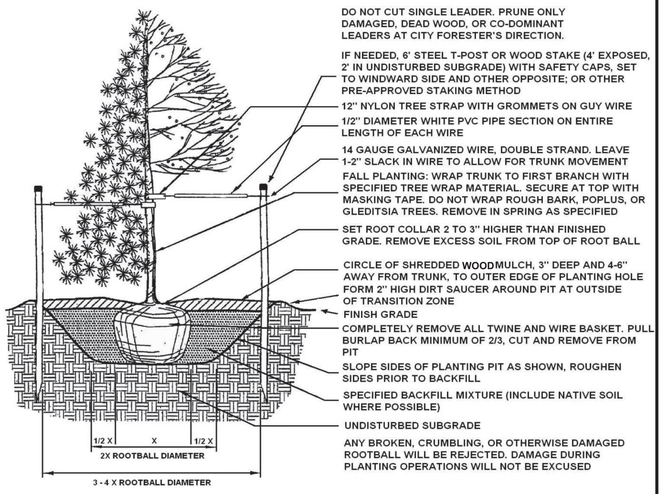
14. **WARRANTY - SOD:** Contractor shall guarantee sod for one (1) full year after date of owner's/owner representative's acceptance.

GENERAL IRRIGATION NOTES

1. Contractor shall install an automatic, underground irrigation system that provides 100% coverage to new trees and shrubs. Irrigation water will be provided by domestic supply lines.
2. Controller shall have variable day cycle options with "A" and "B" programs. Coordinate controller location with owner's/owner's representative.
3. All piping and valve assemblies shall be located in shrub bed areas. Locations shown are diagrammatic and are for clarity purposes only.
4. Shrub and groundcover beds shall be irrigated by drip and/or micro emitters as appropriate.
5. Main irrigation lines, valve boxes, and drains shall be located at least five feet from building foundation walls. Lateral valves for turf shall be installed in adjacent shrub beds or within 2 feet of walkways and curbs or in turf areas not controlled by valve in question.
6. Align valve boxes neat and orderly, square with other boxes and with pavement edges and bed lines. Locate valve boxes within bedding areas if possible.
7. Any quantities shown on plan are estimated quantities only. Field conditions will dictate actual quantities. Contractor to verify field conditions prior to installation.
8. All lateral piping under walkways and/or asphalt shall be sleeved in 2" Class 200 PVC piping. All mainline piping under walkways and/or asphalt shall be sleeved in 3" Class 200 PVC piping and shall include separate 2" Class 200 PVC wire sleeve.
9. All sleeve pipe openings shall be double wrapped with polyethylene plastic prior and secured using "zip" ties around sleeve and pipe.
10. Minimum pipe size shall be 3/4" diameter unless otherwise noted on plan.
11. All 24 volt valve station wire 500 feet or less shall be 14 AWG single stand copper with PVC or PE jacket. All 24 volt common wire shall be 12 AWG single stand copper with PVC or PE jacket.
12. Drip emitters shall not be closer than five feet to building foundation.
13. Contractor shall install manual drains at low and end points of mainline.
14. All electrical work shall be in compliance with N.E.C. and all local codes.
15. Contractor shall be responsible for the location of all existing utilities prior to excavation.
16. All trenches shall be backfilled in 6" lifts of clean soil free of rocks and rubbish and compacted/puddled to 95% proctor density.
17. Care shall be taken to ensure that no soil or debris enters the pipe during installation.
18. All pipe ends shall be properly cleaned and free of any burrs and/or shavings as a result of the pipe being cut.
19. All lines shall be thoroughly flushed prior to installation of nozzles.
20. Rain sensors shall be installed as part of the irrigation system.

Set controllers to meet Town of Elizabeth's Mandatory Watering Schedule

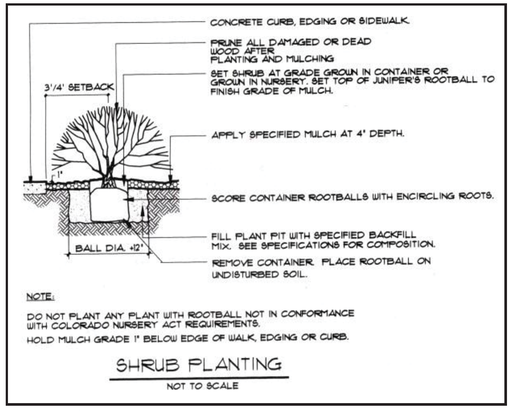
STANDARD PLANTING DETAILS



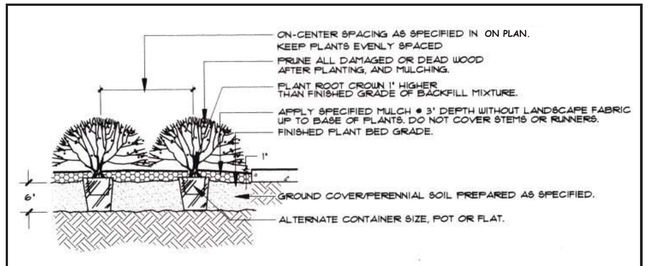
TREES PLANTED IN THE PUBLIC RIGHT OF WAY (PRW) ARE SUBJECT TO THE FOLLOWING RESTRICTIONS:

- A PERMIT IS REQUIRED TO PLANT IN THE PRW; PERMITS ARE FREE FROM THE CITY FORESTER'S OFFICE
- ONLY TREES FROM FORESTRY'S APPROVED STREET TREE LIST OR TREES APPROVED BY THE CITY FORESTER'S OFFICE SHALL BE PLANTED IN THE PRW
- FOR A LIST OF PROHIBITED OR SUSPENDED PRW TREES, SEE DENVER FORESTRY WEBSITE OR CALL THE FORESTRY OFFICE
- IF OVERHEAD UTILITY WIRES EXIST IN THE PRW PLANT ONLY ORNAMENTAL OR TREES MATURING AT 20' MAX
- CENTER TREES IN TREE LAWN OR PLANTING AREA
- DO NOT PLANT TREES IN TREE LAWNS LESS THAN 5' WIDE
- WHERE THERE ARE NO SIDEWALKS, TREES SHOULD BE LOCATED AS DESIGNATED BY DENVER FORESTRY
- DO NOT PLANT IN CORNER TRIANGLE FORMED BY THE FIRST 30' ALONG THE PRW LINE IN EACH DIRECTION FROM THE CORNER
- DO NOT PLANT WITHIN 10' OF ALLEYS, DRIVEWAYS, OR FIRE HYDRANTS
- DO NOT PLANT WITHIN 20' OF STOP SIGNS OR STREET LIGHTS
- DO NOT PLANT WITHIN 5' OF WATER METERS OR PITS
- SPACE LARGE SHADE TREES 35' APART AND ORNAMENTAL TREES 25' APART, OR AS DESIGNATED BY FORESTRY
- TREES MUST BE PRUNED TO MAINTAIN A CLEARANCE OF 13.5' OVER THE STREETS AND ALLEYS AND 8' OVER REMAINING PORTIONS OF PRW INCLUDING THE SIDEWALK

BE SURE TO CONTACT UTILITY NOTIFICATION CENTER OF COLORADO AT 811 PRIOR TO DIGGING TO LOCATE UNDERGROUND UTILITIES

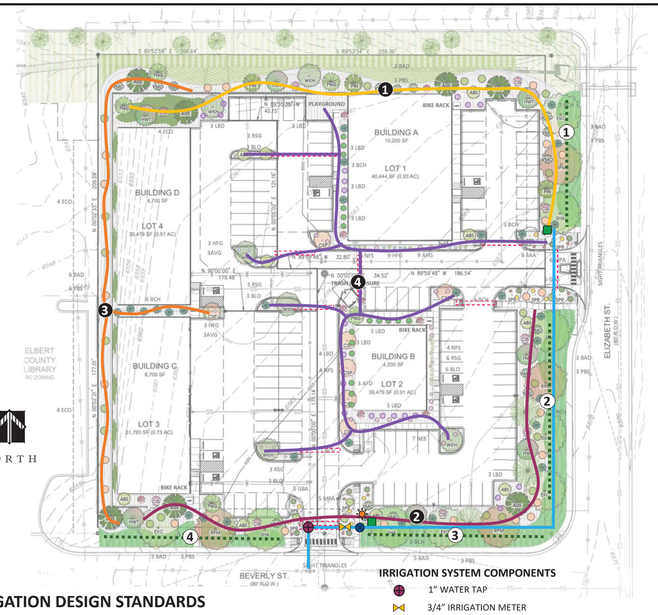


SHRUB PLANTING
NOT TO SCALE



GROUNDCOVER / PERENNIAL PLANTING
NOT TO SCALE

SCHEMATIC IRRIGATION PLAN (NOT TO SPECIFIC SCALE)



IRRIGATION DESIGN STANDARDS

Irrigation system for the landscaping should incorporate high efficiency design practices and products with an emphasis on public safety, water conservation and reduced maintenance costs.

Irrigation system will be design/build. Design will be based on supply location, volume provided, and pressure available. System must meet all requirements set forth by water supply/use municipalities and Town of Elizabeth. Qualified irrigation specialist must ensure adequacy of system once detailed layout is determined.

IRRIGATION SYSTEM COMPONENTS

- 1" WATER TAP
- 3/4" IRRIGATION METER
- 3/4" BACKFLOW PREVENTER
- CONTROL CLOCKS / PEDESTALS
- SLEEVE LOCATIONS
- VALVE BOX / 4 DRIP ZONES
- 3/4" PVC MAINLINE
- (1) POP-UP SPRAY ZONES 1 - 4
- (1) DRIP ZONE 1 - 4

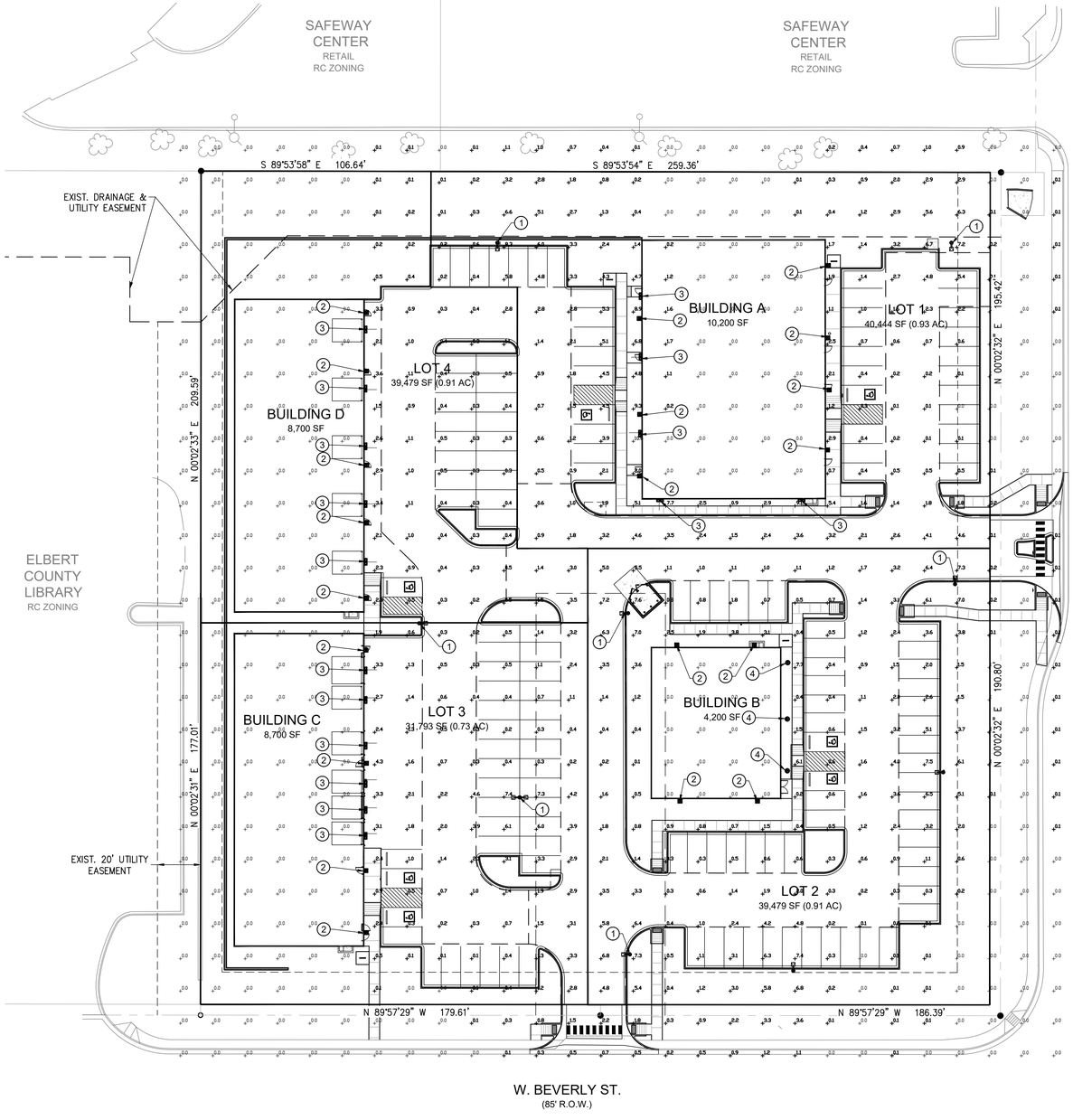
SACRED SOIL DESIGNS
P O BOX 1226
LITTLETON, CO 80160
303.335.7980
sacredsoil@msn.com

JANUARY 10, 2024

LANDSCAPE NOTES AND DETAILS

ELIZABETH ST. PLAZA
SITE DEVELOPMENT PLAN

LOTS 1-4, ELIZABETH STREET PLAZA, SECOND AMENDMENT
LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO



PHOTOMETRIC PLAN KEYNOTES

1. POLE-MOUNTED FIXTURE
2. BUILDING MOUNTED FIXTURE
3. BUILDING MOUNTED FIXTURE

LUMINAIRE SCHEDULE						
LABEL		DESCRIPTION	MANUFACTURER	MODEL	MOUNTING INFO	QTY
◎	1	POLE MOUNTED PARKING LOT/ STREET LIGHT	LITHONIA	DSX10LED P3 40K T4M MVOLT SPA DBLXD	15' POLE	8
■	2	BUILDING EXTERIOR FIXTURE	LITHONIA	WDGE1 LED P2 40K MVOLT	10' AFF+/- SURFACE MOUNT	20
▮	3	BUILDING EXTERIOR FIXTURE	LITHONIA	WPX3 LED 40K T3M MVOLT PE	14' AFF+/- SURFACE MOUNT	16
	4	BUILDING EXTERIOR FIXTURE	ALCON LIGHTING	11218-DIR-L15-B45-U-NI-40K-BK	10' AFF+/- SURFACE MOUNT	3

SEE SHEET 8 FOR LIGHTING FIXTURE DETAILS

CALCULATION SUMMARY							
LABEL	CALCULATION TYPE	UNITS	AVG	MAX	MIN	AVG/MIN	MAX/MIN
OVERALL SITE	ILLUMINANCE	FC	1.1	9.6	0.0	N/A	N/A

TIMOTHY AND RENEE BROWN
SINGLE FAMILY RESIDENTIAL
UNINCORPORATED ELBERT COUNTY

NORTH

GRAPHIC SCALE
30 0 15 30
1 INCH = 30 FEET

Aperio
Property Consultants, llc
4032 DEFOE ST.
STRASBURG, CO 80136
PHONE 303.317.3000

FEBRUARY 7, 2024

PHOTOMETRIC PLAN

ELIZABETH ST. PLAZA
SITE DEVELOPMENT PLAN

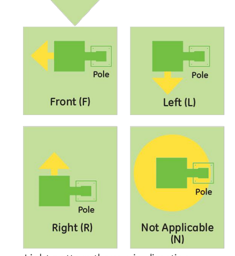
LOTS 1-4, ELIZABETH STREET PLAZA, SECOND AMENDMENT
LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO

(1)

Ordering Number Logic
Evolve™ LED Scalable Area Light (EASB)

E A S B

PROD. ID	PHOTOMETRIC	VOLTAGE	OPTICAL CODE	DISTRIBUTION ORIENTATION	DRIVE CURRENT	LED COLOR TEMP	PE FUNCTION	MOUNTING ARM	COLOR	OPTIONS
E = Evolve **A** = Area **S** = Scalable	**B** = Photometric Series	**0** = 120 - 277 **1** = 120* **2** = 208* **3** = 240* **4** = 277* **5** = 480* **D** = 347* **H** = 347-480 *Specify single voltage if fuse option is selected.		**F** = Front **L** = Left **R** = Right **N** = Not Applicable	**5** = 525mA (<412W only) **7** = 700mA (412W only)	**40** = 4000K **50** = 5000K	**1** = None **2** = PE Rec. **4** = PE Rec. with Shorting Cap **5** = PE Rec. with Control # **7** = GE Dimming PE Receptacle *† **9** = GE Dimming PE Receptacle with Shorting Cap *† # PE control not available for 347-480V. Must be a discrete voltage (347V or 480V). † When ordering PE function socket 7 or 9, a dimming driver must also be ordered under the "OPTIONS" column * Order dimming control PE as a separate item NOTE: A= ANSIC136.41 7-Pin dimming receptacle, contact manufacturer	**A** = 10" Arm for Square Pole supplied with leads **B** = 10" Arm for Round Pole supplied with leads **C** = EXT Slip-fitter 2" Pipe (2.378 in. OD) supplied with leads **S** = Knuckle Slipfitter for 2.3in. - 3.0in. OD Tenon. 0-45° vertical aiming angles achievable.	**BLCK** = Black **DKBZ** = Dark Bronze Contact manufacturer for other colors	**C** = IEC **D** = Dimming* (0-10 Volt Input)† (For 120-277V) **D2** = Dimming* (0-10 Volt Input)† (For 347-480V) **F** = Fusing **H** = Motion Sensor** **R** = 10kV Extra Surge Protection **XXX** = Special Options † Dimming leads will be provided through the back of the arm, unless specified with 7 or 9 PE Function. * When ordering Dimming PE Receptacle 7, 9 or A, Dimming driver must be selected under "OPTIONS" column. ** When ordering Motion Sensing Option H - "A" or "B" Mounting Arm must be selected. Fixture power increase of 1W expected with sensor use.



Light pattern thrown in direction specified in relation to Pole and Fixture.

	OPTICAL CODE	TYPE	TYPICAL INITIAL LUMENS 4000K	TYPICAL INITIAL LUMENS 5000K	TYPICAL SYSTEM WATTAGE 120-277V	TYPICAL SYSTEM WATTAGE 347-480V	DISTRIBUTION ORIENTATION AVAILABLE	BUG RATINGS* 4000K B	4000K U	4000K G	5000K B	5000K U	5000K G	IES FILE NUMBER 4000K	IES FILE NUMBER 5000K
TYPE V	D5	Symmetric Medium	10,600	10,900	126	126	N	4	0	2	4	0	2	456840	456884
	E5	Symmetric Medium	12,300	12,700	145	145	N	4	0	2	4	0	2	456841	456885
	F5	Symmetric Medium	14,000	14,400	171	171	N	4	0	2	4	0	2	456842	456886
	G5	Symmetric Medium	17,400	18,000	211	211	N	4	0	2	4	0	2	456843	456887
	H5	Symmetric Medium	20,800	21,400	249	249	N	4	0	2	5	0	3	456844	456888
	J5	Symmetric Medium	24,900	26,000	301	301	N	5	0	3	5	0	3	456845	456889
	K5	Symmetric Medium	30,600	32,000	412	412	N	5	0	3	5	0	3	456846	456890
	N5	Symmetric Short	11,600	11,900	126	126	N	3	0	1	3	0	1	456847	456891
	P5	Symmetric Short	13,400	13,800	145	145	N	3	0	2	3	0	2	456848	456892
	Q5	Symmetric Short	15,300	15,800	171	171	N	3	0	2	3	0	2	456849	456893
	R5	Symmetric Short	19,000	19,600	211	211	N	4	0	2	4	0	2	456850	456894
	S5	Symmetric Short	22,700	23,400	249	249	N	4	0	2	4	0	2	456851	456895
	T5	Symmetric Short	27,400	28,400	301	301	N	4	0	2	5	0	2	456852	456896
	U5	Symmetric Short	34,600	35,600	412	412	N	5	0	3	5	0	3	456853	456897
TYPE IV	A4	Asymmetric Forward	5,500	5,600	67	74	F, L, R	1	0	2	1	0	2	456854*	456898*
	B4	Asymmetric Forward	7,100	7,300	86	86	F, L, R	1	0	2	1	0	2	456855	456899
	C4	Asymmetric Forward	8,800	9,100	106	106	F, L, R	1	0	2	1	0	2	456856	456900
	D4	Asymmetric Forward	10,600	10,900	126	126	F, L, R	2	0	2	2	0	2	456857	456901
	E4	Asymmetric Forward	12,900	13,300	152	152	F, L, R	2	0	3	2	0	3	456858	456902
	F4	Asymmetric Forward	14,000	14,400	171	171	F, L, R	2	0	3	2	0	3	456859	456903
	G4	Asymmetric Forward	17,400	18,000	211	211	F, L, R	2	0	3	2	0	4	456860	456904
	H4	Asymmetric Forward	20,800	21,400	249	249	F, L, R	3	0	4	3	0	4	456861	456905
	J4	Asymmetric Forward	25,200	26,000	301	301	F, L, R	3	0	4	3	0	4	456862	456906
	K4	Asymmetric Forward	31,700	33,000	412	412	F, L, R	3	0	5	3	0	5	456863	456907
TYPE III	A3	Asymmetric Wide	6,000	6,100	67	74	F, L, R	1	0	1	1	0	1	456864*	456908*
	B3	Asymmetric Wide	7,700	7,900	86	86	F, L, R	1	0	2	1	0	2	456865	456909
	C3	Asymmetric Wide	9,700	9,900	106	106	F, L, R	2	0	2	2	0	2	456866	456910
	D3	Asymmetric Wide	11,600	11,900	126	126	F, L, R	2	0	2	2	0	2	456867	456911
	E3	Asymmetric Wide	14,100	14,500	152	152	F, L, R	2	0	2	2	0	2	456868	456912
	F3	Asymmetric Wide	15,300	15,800	171	171	F, L, R	2	0	2	2	0	2	456869	456913
	G3	Asymmetric Wide	19,000	19,600	211	211	F, L, R	2	0	2	2	0	2	456870	456914
	H3	Asymmetric Wide	22,700	23,400	249	249	F, L, R	2	0	3	2	0	3	456871	456915
	J3	Asymmetric Wide	27,400	28,400	301	301	F, L, R	3	0	3	3	0	3	456872	456916
	K3	Asymmetric Wide	34,600	36,000	412	412	F, L, R	3	0	4	3	0	4	456873	456917
TYPE II	A2	Asymmetric Narrow	5,800	5,900	67	74	F, L, R	1	0	1	1	0	1	456874*	456918*
	B2	Asymmetric Narrow	7,500	7,700	86	86	F, L, R	2	0	2	2	0	2	456875	456919
	C2	Asymmetric Narrow	9,300	9,600	106	106	F, L, R	2	0	2	2	0	2	456876	456920
	D2	Asymmetric Narrow	11,100	11,400	126	126	F, L, R	2	0	2	2	0	2	456877	456921
	E2	Asymmetric Narrow	13,600	13,900	152	152	F, L, R	2	0	2	3	0	3	456878	456922
	F2	Asymmetric Narrow	14,800	15,200	171	171	F, L, R	3	0	3	3	0	3	456879	456923
	G2	Asymmetric Narrow	18,300	18,900	211	211	F, L, R	3	0	3	3	0	3	456880	456924
	H2	Asymmetric Narrow	21,900	22,600	249	249	F, L, R	3	0	3	3	0	3	456881	456925
	J2	Asymmetric Narrow	26,500	27,400	301	301	F, L, R	3	0	3	3	0	3	456882	456926
	K2	Asymmetric Narrow	33,300	34,700	412	412	F, L, R	3	0	4	4	0	4	456883	456927
	KA	Asymmetric 100° Wide Auto	37,200	38,800	412	412	F, L, R	4	0	3	4	0	3	456938	456928

†Rating values for B and G are based on rated lumens and may vary due to flux tolerances. *Contact Manufacturer for 347-480v IES file numbers.

(3)

WDGE1 LED
Architectural Wall Sconce

Buy American

Catalog Number

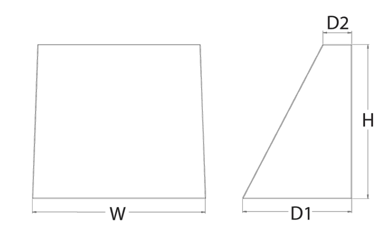
Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

Specifications

Depth (D1):	5.5"
Depth (D2):	1.5"
Height:	8"
Width:	9"
Weight: (without options)	9 lbs



Introduction

The WDGE LED family is designed to meet specifier's every wall-mounted lighting need in a widely accepted shape that blends with any architecture. The clean rectilinear design comes in four sizes with lumen packages ranging from 1,200 to 25,000 lumens, providing true site-wide solution.

WDGE1 delivers up to 2,000 lumens with a soft, non-pixelated light source, creating a visually comfortable environment. The compact size of WDGE1, with its integrated emergency battery backup option, makes it an ideal over-the-door wall-mounted lighting solution.

WDGE LED Family Overview

Luminaire	Standard EM, 0°C	Cold EM, -20°C	Sensor	Lumens (4000K) P1	P2	P3	P4	P5	P6
WDGE1 LED	4W	--	--	1,200	2,000	--	--	--	--
WDGE2 LED	10W	18W	Standalone / nLight	1,200	2,000	3,000	4,500	6,000	--
WDGE3 LED	15W	18W	Standalone / nLight	7,500	8,500	10,000	12,000	--	--
WDGE4 LED	--	--	Standalone / nLight	12,000	16,000	18,000	20,000	22,000	25,000

Ordering Information

EXAMPLE: WDGE1 LED P2 40K 80CRI VF MVOLT SRM PE DDBXD

Series	Package	Color Temperature	CRI	Distribution	Voltage	Mounting
WDGE1 LED	P1 P2	27K 2700K 30K 3000K 35K 3500K 40K 4000K 50K[1] 5000K	80CRI 90CRI	VF Visual comfort forward throw VW Visual comfort wide	MVOLT 347[2]	**Shipped included** SRM Surface mounting bracket ICW Indirect Canopy/Ceiling Washer bracket (dry/damp locations only)[5] **Shipped separately** AWS 3/8inch Architectural wall spacer PBBW Surface-mounted back box (top, left, right conduit entry) Use when there is no junction box available.

Options		Finish			
E4WH[3]	Emergency battery backup, Certified in CA Title 20 MAEDBS (4W, 0°C min)	DDBXD	Dark bronze	DDBTXD	Textured dark bronze
PE[4]	Photocell, Button Type	DBLXD	Black	DBLBXD	Textured black
DS	Dual switching (comes with 2 drivers and 2 light engines; see page 3 for details)	DNAXD	Natural aluminum	DNATXD	Textured natural aluminum
DMG	0-10V dimming wires pulled outside fixture (for use with an external control, ordered separately)	DWHXD	White	DWHGXD	Textured white
BCE	Bottom conduit entry for back box (PBBW). Total of 4 entry points.	DSSXD	Sandstone	DSSTXD	Textured sandstone

Accessories
Ordered and shipped separately.

WDGEAWS DDBXD U — WDGE 3/8inch Architectural Wall Spacer (specify finish)
WDGE1PBBW DDBXD U — WDGE1 surface-mounted back box (specify finish)

NOTES
1 50K not available in 90CRI.
2 347V not available with E4WH, DS or PE.
3 E4WH not available with PE or DS.
4 PE not available with DS.
5 Not qualified for DLC. Not available with E4WH.

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(2)

WPX LED
Wall Packs

5 YEAR warranty

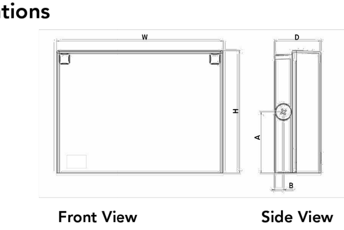
Catalog Number

Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

Specifications



Luminaire	Height (H)	Width (W)	Depth (D)	Side Conduit Location A	Side Conduit Location B	Weight
WPX1	8.1" (20.6 cm)	11.1" (28.3 cm)	3.2" (8.1 cm)	4.0" (10.3 cm)	0.6" (1.6 cm)	6.1 lbs (2.8kg)
WPX2	9.1" (23.1 cm)	12.3" (31.1 cm)	4.1" (10.5 cm)	4.5" (11.5 cm)	0.7" (1.7 cm)	8.2 lbs (3.7kg)
WPX3	9.5" (24.1 cm)	13.0" (33.0 cm)	5.5" (13.7 cm)	4.7" (12.0 cm)	0.7" (1.7 cm)	11.0 lbs (5.0kg)

Introduction

The WPX LED wall packs are energy-efficient, cost-effective, and aesthetically appealing solutions for both HID wall pack replacement and new construction opportunities. Available in three sizes, the WPX family delivers 1,550 to 9,200 lumens with a wide, uniform distribution.

The WPX full cut-off solutions fully cover the footprint of the HID glass wall packs that they replace, providing a neat installation and an upgraded appearance. Reliable IP66 construction and excellent LED lumen maintenance ensure a long service life. Photocell and emergency egress battery options make WPX ideal for every wall mounted lighting application.

Ordering Information

EXAMPLE: WPX2 LED 40K MVOLT DDBXD

Series	Color Temperature	Voltage	Options	Finish
WPX1 LED P1 1,550 Lumens, 11W[1] WPX1 LED P2 2,900 Lumens, 24W WPX2 LED 6,000 Lumens, 47W WPX3 LED 9,200 Lumens, 69W	30K 3000K 40K 4000K 50K 5000K	MVOLT 120V - 277V 347 347V[3]	(blank) None E4WH Battery pack[2] E14WC Battery, cold weather[2] PE Photocell[3]	DDBXD Dark bronze DWHXD White DBLBXD Black Note : For other options, consult factory.

Note: The lumen output and input power shown in the ordering tree are average representations of all configuration options. Specific values are available on request.

NOTES
1. All WPX wall packs come with 6kV surge protection standard, except WPX1 LED P1 package which comes with 2.5kV surge protection standard. Add SPD6KV option to get WPX1 LED P1 with 6kV surge protection. Sample nomenclature: WPX1 LED P1 40K MVOLT SPD6KV DDBXD
2. Battery pack options only available on WPX1 and WPX2.
3. Battery pack options not available with 347V and PE options.

FEATURES & SPECIFICATIONS

INTENDED USE
The WPX LED wall packs are designed to provide a cost-effective, energy-efficient solution for the one-for-one replacement of existing HID wall packs. The WPX1, WPX2 and WPX3 are ideal for replacing up to 150W, 250W, and 400W HID luminaires respectively. WPX luminaires deliver a uniform, wide distribution.

CONSTRUCTION
WPX feature a die-cast aluminum main body with optimal thermal management that both enhances LED efficacy and extends component life. The luminaires are IP66 rated, and sealed against moisture or environmental contaminants.

ELECTRICAL
Light engine(s) configurations consist of high-efficacy LEDs and LED lumen maintenance of L90/100,000 hours. Color temperature (CCT) options of 3000K, 4000K and 5000K with minimum CRI of 70. Electronic drivers ensure system power factor >90% and THD <20%. All luminaires have 6kV surge protection (Note: WPX1 LED P1 package comes with a standard surge protection rating of 2.5kV. It can be ordered with an optional 6kV surge protection).
All photocell (PE) operate on MVOLT (120V - 277V) input.

Note: The standard WPX LED wall pack luminaires come with field-adjustable drive current feature. This feature allows tuning the output current of the LED drivers to adjust the lumen output (to dim the luminaire).

INSTALLATION
WPX can be mounted directly over a standard electrical junction box. Three 1/2 inch conduit ports on three sides allow for surface conduit wiring. A port on the back surface allows poke-through conduit wiring on surfaces that don't have an electrical junction box. Wiring can be made in the integral wiring compartment in all cases. WPX is only recommended for installations with LEDs facing downwards.

LISTINGS
CSA Certified to meet U.S. and Canadian standards. Suitable for wet locations. IP66 Rated.

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

WARRANTY
5-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx.

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25°C. Specifications subject to change without notice.

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(4)

ALCON LIGHTING

SHOP NOW

Project Name: Type: Quantity:

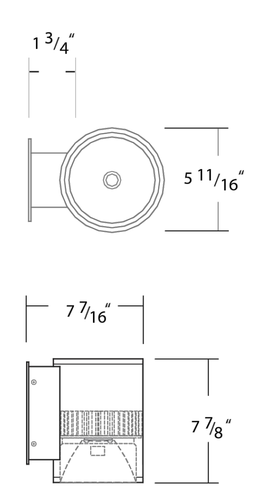
Pavo Architectural LED 6-Inch Cylinder Wall Downlight

FIXTURE SPECIFICATIONS

INTENDED USE
This architectural cylinder wall light is a versatile low-glare lighting fixture. This product can be used indoors and outdoors for commercial or retail purposes. The downlight can also be used to accent and create dramatic effects or provide safety and security. This fixture is exclusively designed for downlighting.

PRODUCT FAMILY
11218-DIR Cylinder Direct
11218-ADJ Cylinder Adjustable
11219-2D Cylinder Direct Indirect
11220-DIR Square Direct
11221-2D Square Direct Indirect

FEATURES
Construction: Round One Piece High Grade Aluminum with corrosion-resistant finish
Light Engine: LED Chip-On-Board
Lens: Tempered Glass and Silicone O-Ring
Reflector: Glare-Free, One piece, Heavy Gauge Aluminum
Mounting: Includes Bracket for Installation Directly to a 4" octagonal electrical junction-box
Voltage: 120V *(Non-Dimming)*, 120V/277V *(Dimming)*
CRI: 84+
Dimming: Universal Dimming System Compatible with 2-Wire TRIAC, 3-Wire ELV, and 5-Wire 0-10V Dimmers
Life: L70 - 50,000 Hours
Emergency: 90 Minutes Minimum, Remote Test Switch, Plate Cover, Junction Box Included
Listing: ETL/cETL Listed Suitable for Wet Location. Assembled in the US (IP65)
Electrical: Electronic Direct Current Class 2 driver
Warranty: 5 Years Carefree for Parts and Components (Labor not included). We recommend the use of surge protectors on the power entering LED Housings. Surge damage is not covered by warranty.
Compliancy: Dark Sky Compliant when fixture is pointing downward.



SPEC GRADE · ASSEMBLED IN THE USA · DIMMABLE · LIMITED 5-YEAR WARRANTY · DARK SKY COMPLIANT · WET LOCATION SUITABLE · IP65 TESTED & APPROVED · INTERTEK C ETL US LISTED

ORDERING INFORMATION Example: (11218-DIR-L15-B60-UNI-40K-WH-EM)

Model	Lumen	Beam Spread	Dimming	Color Temperature	Finish	Options
11218-DIR Pavo-Cylinder	**L10** 1000 lm (15W) Standard **L15** 1500 lm (22W) **L22** 2200 lm (22W) **L26** 2600 lm (30W)	**B2** 2° Narrow Spot **B10** 10° Spot **B20** 20° Wide Spot **B45** 45° Flood **B60** 60° Wide Flood Standard **WW** Wall Wash **IV** Type IV (forward throw)	**ND** Standard Non-Dimming (120V) **UNI** Universal (120V / 277V)	**27K** 2700K **30K** 3000K **35K** 3500K **40K** 4000K Standard **50K** 5000K	**WH** White **BK** Black **SL** Silver **BZ** Bronze	**EM** Emergency

(3)

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Performance Package	System Watts	Dist. Type	27K (2700K, 80 CRI) Lumens	LPW	B	U	G	30K (3000K, 80 CRI) Lumens	LPW	B	U	G	35K (3500K, 80 CRI) Lumens	LPW	B	U	G	40K (4000K, 80 CRI) Lumens	LPW	B	U	G	50K (5000K, 80 CRI) Lumens	LPW	B	U	G
P1	10W	VF	1,120	112	0	0	0	1,161	116	0	0	0	1,194	119	0	0	0	1,227	123	0	0	0	1,235	123	0	0	0
		VW	1,122	112	0	0	0	1,163	116	0	0	0	1,196	120	0	0	0	1,229	123	0	0	0	1,237	124	0	0	0
P2	15W	VF	1,806	120	1	0	0	1,872	125	1	0	0	1,925	128	1	0	0	1,978	132	1	0	0	1,992	133	1	0	0
		VW	1,809	120	1	0	0	1,876	125	1	0	0	1,929	128	1	0	0	1,982	132	1	0	0	1,996	133	1	0	0

Electrical Load

Performance Package	System Watts	Current (A) 120V	208V	240V	277V	347V
P1	10W	0.082	0.049	0.043	0.038	--
	13W	--	--	--	--	0.046
P2	15W	0.132	0.081	0.072	0.064	--
	18W	--	--	--	--	0.056

Lumen Multiplier for 90CRI

CCT	Multiplier
27K	0.845
30K	0.867
35K	0.845
40K	0.885
50K	0.898

Lumen Output in Emergency Mode (4000K, 80 CRI)

Option	Dist. Type	Lumens
E4WH	VF	646
	VW	647

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient		Lumen Multiplier
0°C	32°F	1.03
10°C	50°F	1.02
20°C	68°F	1.01
25°C	77°F	1.00
30°C	86°F	0.99
40°C	104°F	0.98

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the platforms noted in a 25°C ambient, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).
To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	0	25,000	50,000	100,000
Lumen Maintenance Factor	1.0	>0.96	>0.95	>0.91

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(2)

Performance Data

Electrical Load

Luminaire	Input Power (W)	120V	208V	240V	277V	347V
WPX1 LED P1	11W	0.09	0.05	0.05	0.04	0.03
WPX1 LED P2	24W	0.20	0.12	0.10	0.09	0.07
WPX2	47W	0.39	0.23	0.20	0.17	0.14
WPX3	69W	0.58	0.33	0.29	0.25	0.20

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-50°C (32-122°F).

Ambient	Ambient	Lumen Multiplier
0°C	32°F	1.05
5°C	41°F	1.04
10°C	50°F	1.03
15°C	59°F	1.02
20°C	68°F	1.01
25°C	77°F	1.00
30°C	86°F	0.99
35°C	95°F	0.98
40°C	104°F	0.97

Projected LED Lumen Maintenance

Data references the extrapolated performance projections in a 25°C ambient, based on 6,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).
To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	50,000	75,000	100,000
Lumen Maintenance Factor	>0.94	>0.92	>0.90

HID Replacement Guide

Luminaire	Equivalent HID Lamp	WPX Input Power
WPX1 LED P1	100W	11W
WPX1 LED P2	150W	24W
WPX2	250W	47W
WPX3	400W	69W

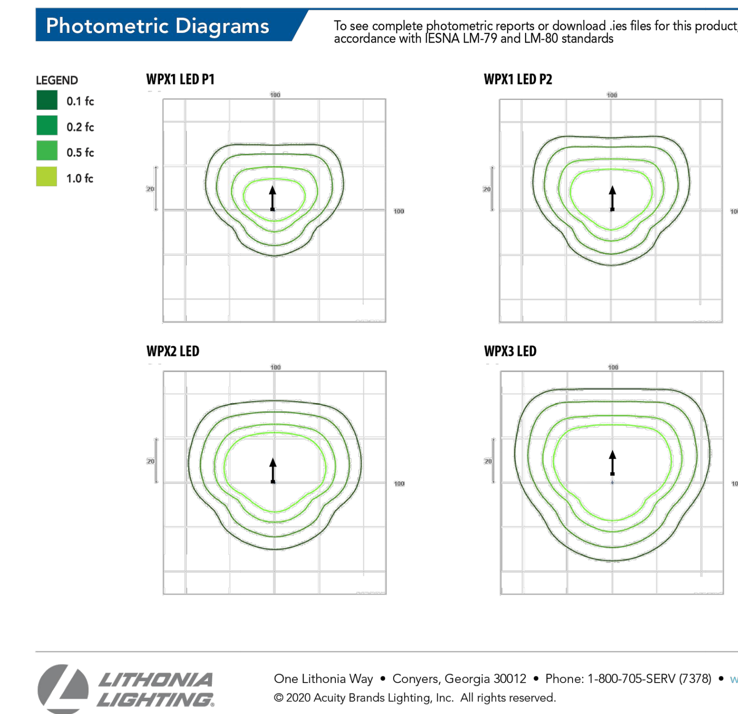
Emergency Egress Battery Packs

The emergency battery backup is integral to the luminaire — no external housing or back box is required. The emergency battery will power the luminaire for a minimum duration of 90 minutes and deliver minimum initial output of 550 lumens.

Battery Type	Minimum Temperature Rating	Power (Watts)	Controls Option	Ordering Example
Standard	0°C	4W	E4WH	WPX2 LED 40K MVOLT **E4WH** DDBXD
Cold Weather	-20°C	14W	E14WC	WPX2 LED 40K MVOLT **E14WC** DDBXD

Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit the Lithonia Lighting WPX LED homepage. Tested in accordance with IESNA LM-79 and LM-80 standards



Mounting Height = 12 Feet.

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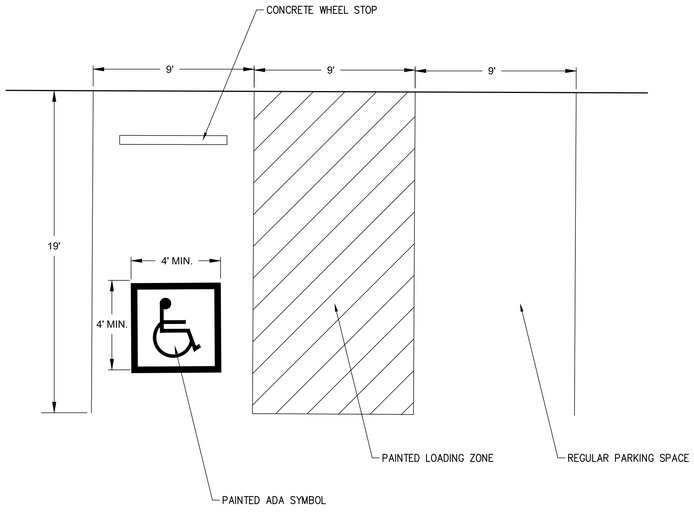
Aperio
Property Consultants, llc
4032 DEFOE ST.
STRASBURG, CO 80136
PHONE 303.317.3000

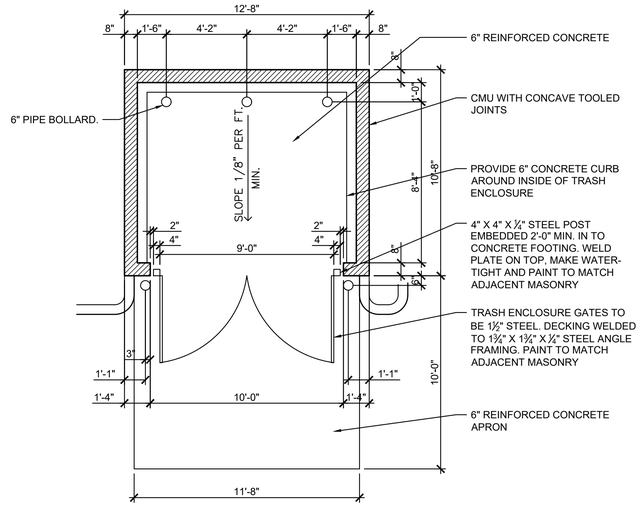
FEBRUARY 7, 2024
LIGHTING DETAILS
8

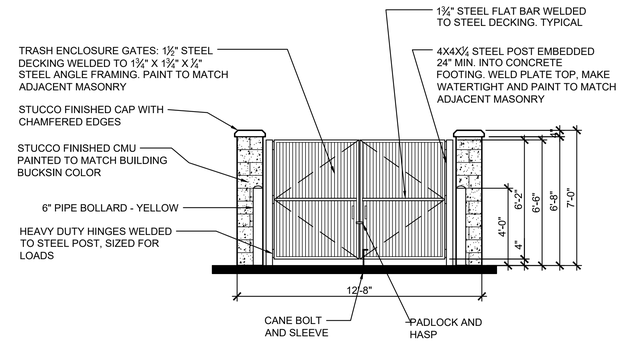
ELIZABETH ST. PLAZA
SITE DEVELOPMENT PLAN

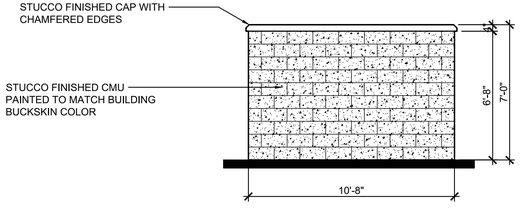
LOTS 1-4, ELIZABETH STREET PLAZA, SECOND AMENDMENT
LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO



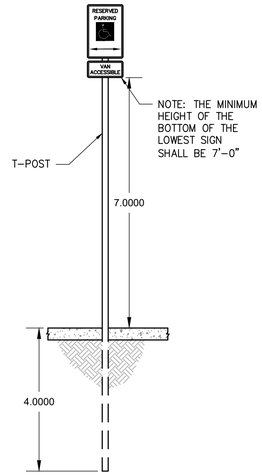
TYPICAL PARKING SPACE DETAILS
1"=2'



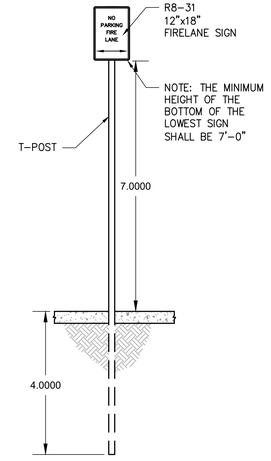




TRASH ENCLOSURE DETAILS



ADA PARKING SIGN
1"=2'



NO-PARKING FIRE LANE SIGN
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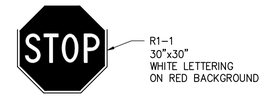

STOP SIGN
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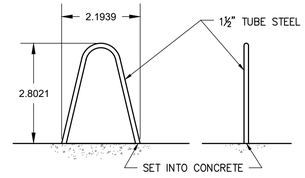

BIKE RACK DETAIL
1"=2'

NO LEFT TURN SIGN (GRAPHICAL)
1"=2'

Aperio
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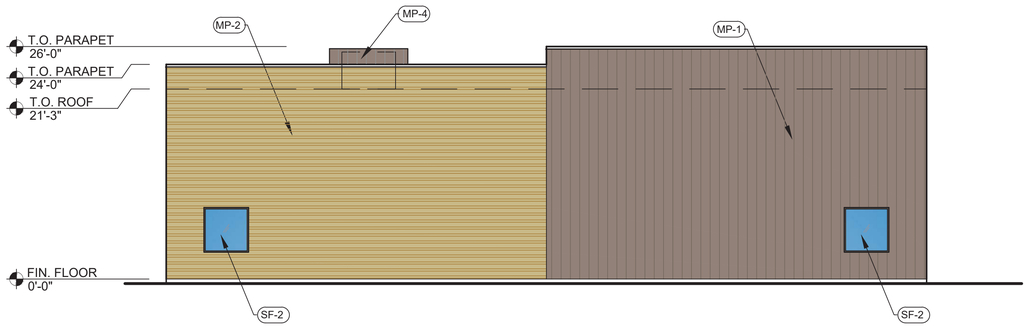
STRASBURG, CO 80136
PHONE 303.317.3000
FEBRUARY 7, 2024

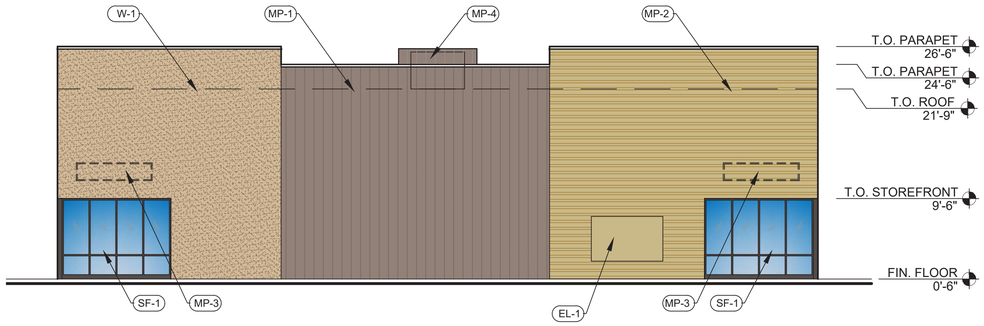
SITE DETAILS

ELIZABETH ST. PLAZA
SITE DEVELOPMENT PLAN

LOTS 1-4, ELIZABETH STREET PLAZA, FIRST AMENDMENT
LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO



1 NORTH - BUILDING A - LOT 1
SCALE: 1/8"=1'-0"



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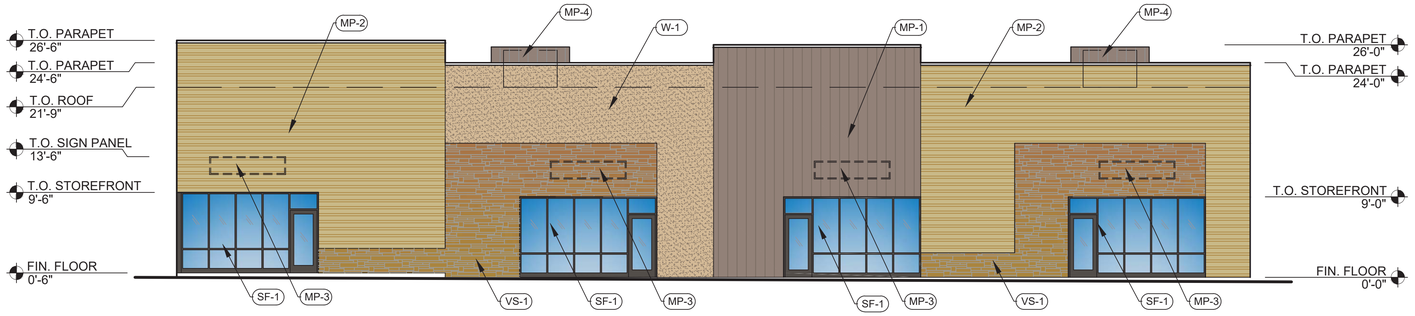
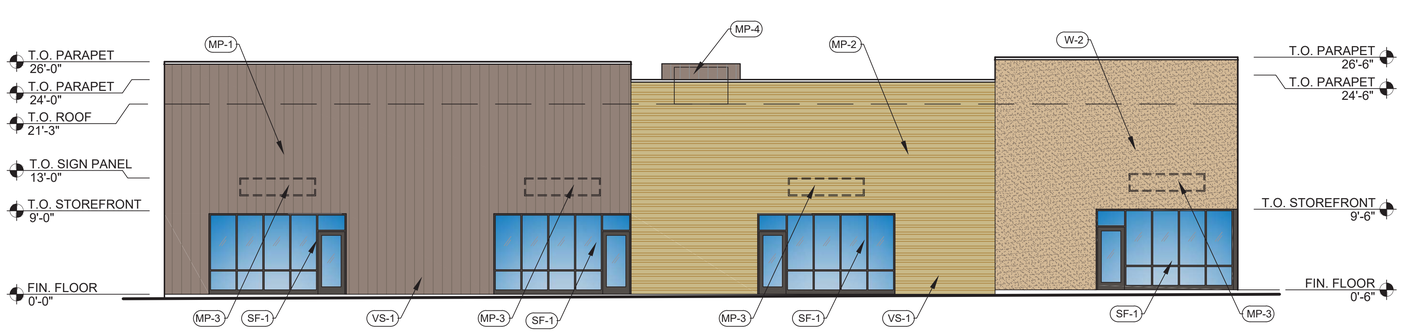
SCALE: 1/8"=1'-0"



3 EAST - BUILDING A - LOT 1
SCALE: 1/8"=1'-0"



4 WEST - BUILDING A - LOT 1
SCALE: 1/8"=1'-0"

SUNSET STONE CULTURED STONE
VENEER, DRY STACK LEDGE,
COLOR: VAIL VALLEY

EXTERIOR MATERIAL FINISHES

ABBREV.	DESCRIPTION
MG-1	PREFINISHED METAL GUTTERS TO MATCH MP-1
W-1	3 COAT PLASTER WALL FINISH
D-1	HOLLOW METAL INSULATED EXTERIOR DOOR, PAINT TO MATCH SF-1.
D-2	OVERHEAD SECTIONAL METAL DOOR - OVERHEAD DOOR COMPANY, COLOR: DARK BRONZE
MP-1	1½" VERTICAL METAL WALL PANELS, B&C STEEL - DESIGNER SERIES - 12.0 FLAT, COLOR: BUCKSKIN
MP-2	1½" HORIZ. METAL WALL PANELS, B&C STEEL DESIGNER SERIES - 16.0 FLUTED, COLOR: LIGHT STONE
MP-3	24" TALL X 102" WIDE, HORIZ. EXPANDED METAL SIGN MOUNTING PANEL. COLOR: DARK BRONZE
MP-4	ROOFTOP EQUIPMENT SCREENING ALL SIDES, 1½" VERTICAL METAL WALL PANELS, B&C STEEL - DESIGNER SERIES - 12.0 FLAT, COLOR: BUCKSKIN ON METAL FRAMING. VERIFY SIZE QUANTITY AND LAYOUT WITH TENANT.
SF-1	KAWNEER ALUMINUM STOREFRONT SYSTEM WITH 1" CLEAR INSULATING GLASS, WITH MEDIUM STILE STOREFRONT DOOR WITH 3/4" CLEAR GLAZING.
SF-2	KAWNEER ALUMINUM STOREFRONT WINDOW SYSTEM WITH 1" CLEAR INSULATING GLASS.
VS-1	SUNSET STONE CULTURED STONE VENEER, DRY STACK LEDGE, COLOR: VAIL VALLEY
SB-1	CONCRETE FILLED STEEL PIPE BOLLARD
SC-1	12" TALL DECORATIVE STEEL CANOPY, 24" DEPTH. COLOR DARK GRAY. WALL LIGHTING BEHIND CANOPY.
SC-1	12" TALL DECORATIVE STEEL CANOPY, 24" DEPTH. COLOR DARK GRAY. WALL LIGHTING BEHIND CANOPY.
EL-1	EUSERC CABINET ENCLOSURE, PAINT COLOR: MATCH ADJACENT MATERIAL COLOR

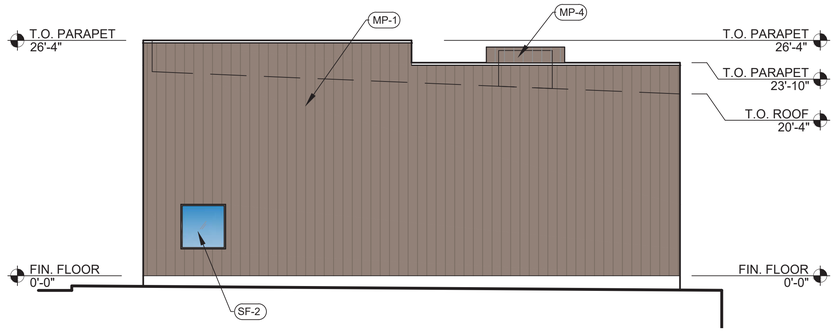
R-3 DESIGN ARCHITECTURE
355 Bellaire Court
Broomfield, CO
80020
phone/fax
303-439-0822
howes@r3design.net

FEBRUARY 7, 2024

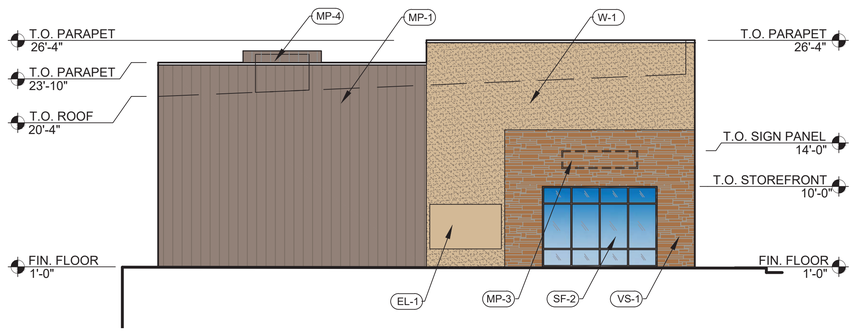
EXTERIOR ELEVATIONS
10

ELIZABETH ST. PLAZA
SITE DEVELOPMENT PLAN

LOTS 1-4, ELIZABETH STREET PLAZA, FIRST AMENDMENT
LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO

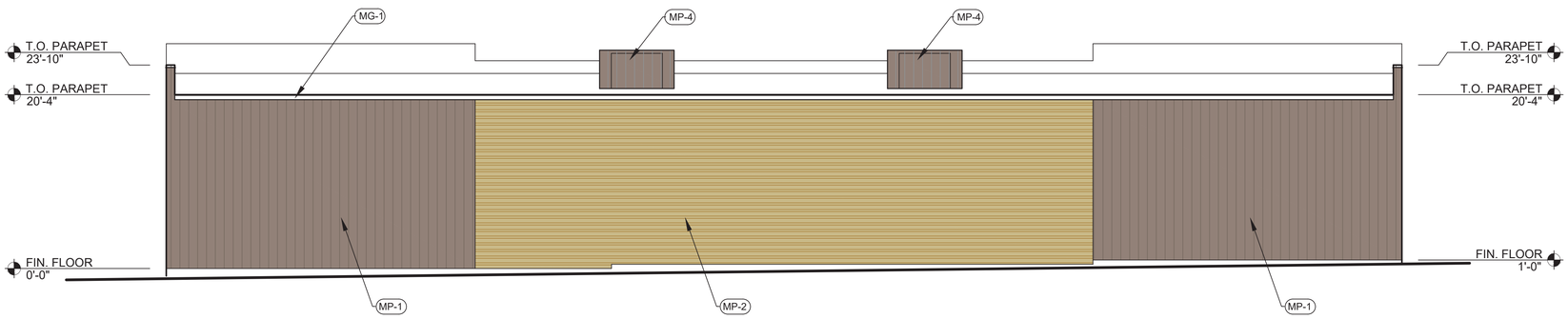


1 NORTH - BUILDING C - LOT 3
SCALE: 1/8"=1'-0"



2 SOUTH - BUILDING C - LOT 3
SCALE: 1/8"=1'-0"

3 EAST - BUILDING C - LOT 3
SCALE: 1/8"=1'-0"



4 WEST - BUILDING C - LOT 3
SCALE: 1/8"=1'-0"

SUNSET STONE CULTURED STONE VENEER, DRY STACK LEDGE, COLOR: VAIL VALLEY

EXTERIOR MATERIAL FINISHES

ABBREV.	DESCRIPTION
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SB-1	CONCRETE FILLED STEEL PIPE BOLLARD
SC-1	12" TALL DECORATIVE STEEL CANOPY, 24" DEPTH. COLOR DARK GRAY. WALL LIGHTING BEHIND CANOPY.
SC-1	12" TALL DECORATIVE STEEL CANOPY, 24" DEPTH. COLOR DARK GRAY. WALL LIGHTING BEHIND CANOPY.
EL-1	EUSERC CABINET ENCLOSURE, PAINT COLOR: MATCH ADJACENT MATERIAL COLOR

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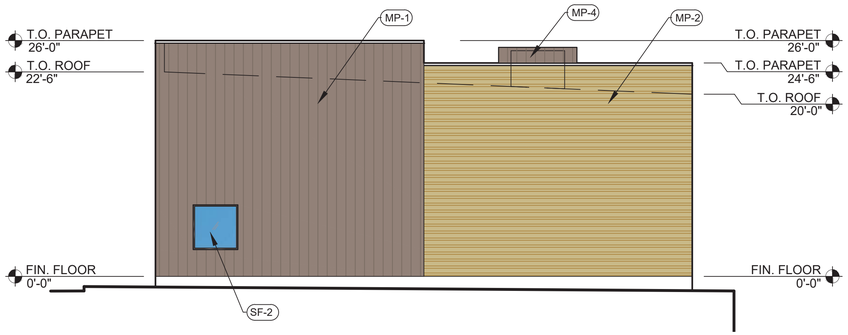
howes@r3design.net

FEBRUARY 7, 2024
EXTERIOR ELEVATIONS
11

ELIZABETH ST. PLAZA
SITE DEVELOPMENT PLAN

LOTS 1-4, ELIZABETH STREET PLAZA, FIRST AMENDMENT
LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO



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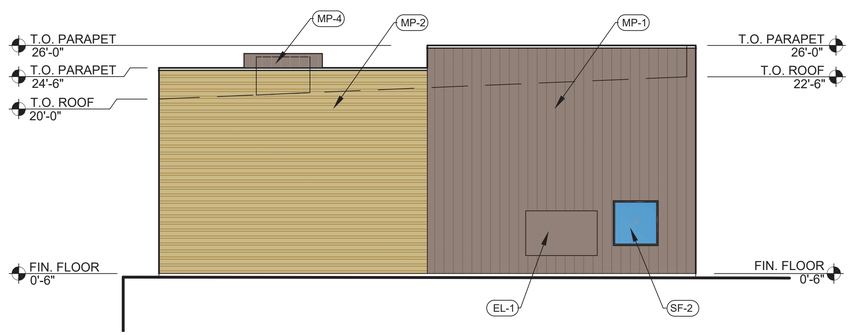
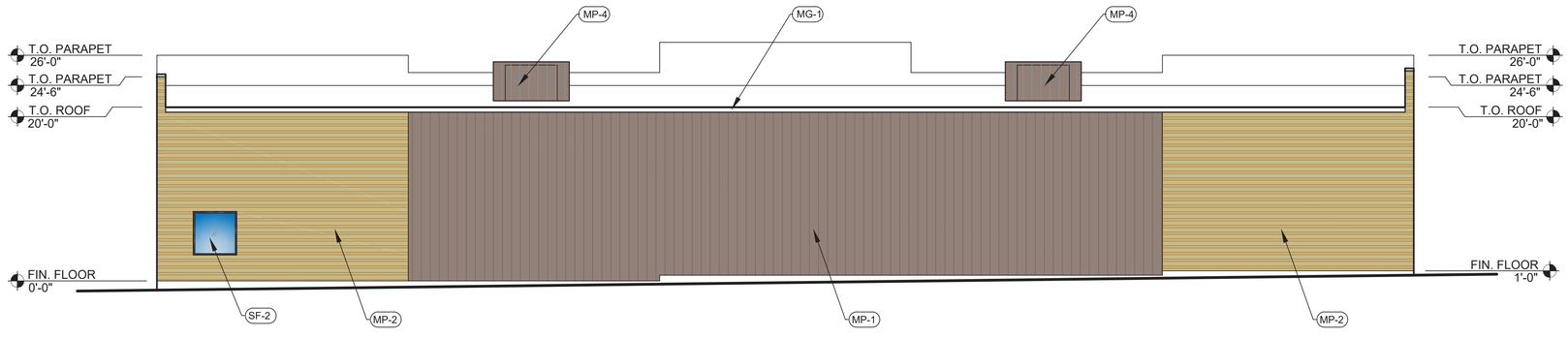


2 SOUTH - BUILDING D - LOT 4
SCALE: 1/8"=1'-0"

3 EAST - BUILDING D - LOT 4
SCALE: 1/8"=1'-0"



4 WEST - BUILDING D - LOT 4
SCALE: 1/8"=1'-0"

EXTERIOR MATERIAL FINISHES

ABBREV.	DESCRIPTION
MG-1	PREFINISHED METAL GUTTERS TO MATCH MP-1
W-1	3 COAT PLASTER WALL FINISH
D-1	HOLLOW METAL INSULATED EXTERIOR DOOR, PAINT TO MATCH SF-1.
D-2	OVERHEAD SECTIONAL METAL DOOR - OVERHEAD DOOR COMPANY, COLOR: DARK BRONZE
MP-1	1½" VERTICAL METAL WALL PANELS, B&C STEEL - DESIGNER SERIES - 12.0 FLAT, COLOR: BUCKSKIN
MP-2	1½" HORIZ. METAL WALL PANELS, B&C STEEL DESIGNER SERIES - 16.0 FLUTED, COLOR: LIGHT STONE
MP-3	24" TALL X 102" WIDE, HORIZ. EXPANDED METAL SIGN MOUNTING PANEL. COLOR: DARK BRONZE
MP-4	ROOFTOP EQUIPMENT SCREENING ALL SIDES, 1½" VERTICAL METAL WALL PANELS, B&C STEEL - DESIGNER SERIES - 12.0 FLAT, COLOR: BUCKSKIN ON METAL FRAMING. VERIFY SIZE QUANTITY AND LAYOUT WITH TENANT.
SF-1	KAWNEER ALUMINUM STOREFRONT SYSTEM WITH 1" CLEAR INSULATING GLASS, WITH MEDIUM STILE STOREFRONT DOOR WITH 3/4" CLEAR GLAZING.
SF-2	KAWNEER ALUMINUM STOREFRONT WINDOW SYSTEM WITH 1" CLEAR INSULATING GLASS.
VS-1	SUNSET STONE CULTURED STONE VENEER, DRY STACK LEDGE, COLOR: VAIL VALLEY
SB-1	CONCRETE FILLED STEEL PIPE BOLLARD
SC-1	12" TALL DECORATIVE STEEL CANOPY, 24" DEPTH. COLOR DARK GRAY. WALL LIGHTING BEHIND CANOPY.
SC-1	12" TALL DECORATIVE STEEL CANOPY, 24" DEPTH. COLOR DARK GRAY. WALL LIGHTING BEHIND CANOPY.
EL-1	EUSERC CABINET ENCLOSURE, PAINT COLOR: MATCH ADJACENT MATERIAL COLOR

ARCHITECTURE
355 Bellaire Court
Broomfield, CO
80020
phone/fax
303-439-0822
howes@r3design.net

FEBRUARY 7, 2024

EXTERIOR ELEVATIONS
12

EXHIBIT 3

SITE DEVELOPMENT AGREEMENT

This Site Development Agreement (the "Agreement") is made this ___ day of _____, 2024, by and between the Town of Elizabeth, Colorado, a statutory municipal corporation (the "Town") and EO Investments, LLC (the "Developer").

RECITALS:

A. The Developer is the owner of certain real property located in the Town of Elizabeth, known generally as Lots 1 - 4, Elizabeth Street Plaza, Second Amendment, Town of Elizabeth, County of Elbert, State of Colorado (the "Property").

B. On, the Board of Trustees of the Town of Elizabeth, after holding all necessary public hearings and having received a recommendation of approval from the Elizabeth Planning Commission, approved the Site Plan for the Property, attached hereto as **Exhibit A** and incorporated herein by this reference, conditioned upon the construction of certain public improvements pursuant to Section 16-2-20(h) of the Town of Elizabeth Municipal Code as more particularly described in **Exhibit B**, attached hereto and incorporated herein by this reference (the "Cost Estimate").

AGREEMENT

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

1. Purpose. The purpose of this agreement is to set forth the terms and conditions of the Town's approval of the Site Plan for the Property. All conditions contained herein are in addition to any and all requirements of the Town of Elizabeth Land Use Code, any and all state statutes, and any other sections of the Town of Elizabeth Municipal Code, and are not intended to supersede any requirements contained therein.

2. Fees. The following fees shall be paid to the Town, unless otherwise noted, by the Developer.

a. The Developer hereby agrees to pay the Town the actual cost to the Town for plan review, engineering review, hydrological and surveying review prior to and during the development process, and for construction observation, inspection and materials testing during the construction process for public improvements, and for construction observation, inspection and materials testing and electronic deliverable review during the warranty period for public improvements, and for legal services (the "Actual Costs") rendered in connection with the review of the Site Plan, and subsequent construction and improvements of the Property**,** including related administrative fees not to exceed one hundred fifteen percent (115%) of the Actual Costs.

b. Pursuant to Chapter 18 of the Elizabeth Municipal Code, all fees associated with building permits and related building inspections and approvals.

3. Specific Conditions. The Developer hereby agrees to construct the following improvements as a condition of the Town's Site Plan approval, which improvements set forth in this Section 3, subsections (a) through (d), shall be collectively defined as the Public Improvements:

a. The construction of sidewalks and associated sidewalk ramps as depicted in the construction drawings approved by the Town, and as more particularly described in the Cost Estimate;

b. The construction of driveway entrances and associated drainage crosspans at the entries to the Property as depicted in the construction drawings approved by the Town, and as more particularly described in the Cost Estimate;

c. Crosswalk designations as depicted in the construction drawings approved by the Town, and as more particularly described in the Cost Estimate;

d. Landscaping improvements within the public right-of-way, as more particularly described in the Cost Estimate (the "Landscaping Improvements").

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

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

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

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

d. Any other remedy available at law.

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

6. Public Improvements and Warranty. All associated public improvements identified in paragraph 3 shall be installed and completed, at the expense of the Developer. Where public improvements are within public rights-of-way or other Town-owned property, following acceptance by the Town, such improvements shall be dedicated and/or conveyed to the Town.

The Developer shall warrant any and all Public Improvements, which are conveyed to the Town pursuant to this Agreement for a period of two (2) years from the date the Town Director of

Public Works grants probationary acceptance of the Public Improvements as approved by the Town. The warranty period shall extend to the date final acceptance is granted in writing by the Town Director of Public Works. The Developer shall be responsible for scheduling the necessary inspections for probationary and final acceptance. Specifically, but not by the way of limitation, the Developer shall warrant the following:

a. That the title conveyed shall be marketable and its transfer rightful;

b. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and

c. Any and all facilities so conveyed shall be free of defects in materials or workmanship for a period of two (2) years as stated above.

The Town will accept for maintenance all Public Improvements after the warranty period has expired provided, all warranty work has been completed.

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

8. Completion of Public Improvements. The obligations of the Developer provided for in paragraph 3, subsections (a) through (c) of this Agreement, including the inspections hereof, shall be completed by ***June 1, 2026***, and proper application for acceptance of the Public Improvements shall be made on or before such date. Upon completion of construction by the Developer of such Public Improvements, the Town's Director of Public Works or his designee shall inspect the improvements and certify with specificity their conformity or lack thereof to the Town's specifications. The Developer shall make all corrections necessary to bring the improvements into conformity with the Town's specifications. Once approved by the Town's Engineer, the Town shall accept said improvements upon conveyance provided, however, the Town shall not be obligated to accept the Public Improvements until fees described in paragraph two of this Agreement are paid in full by the Developer. The obligations of the Developer for the completion of the landscaping improvements provided for in paragraph 3, subsection (3) of this Agreement, including the inspections hereof, shall be completed by ***June 1, 2026*** and proper application for acceptance of the landscaping improvements shall be made on or before such date.

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

10. Improvements to be the Property of the Town. All Public Improvements accepted by the Town shall be dedicated to the Town and warranted for a period of twenty-four (24) months following probationary acceptance by the Town, as provided above. Upon completion of construction and conformity with the Site Plan, and associated construction plans, and any properly

approved changes, the Developer shall convey to the Town by bill of sale, all installed physical facilities.

11. Performance Guarantee. In order to secure the construction and installation of the Public Improvements the Developer shall, prior to building permit, furnish the Town at the Developer's expense with the Performance Guarantee described herein. The Performance Guarantee provided by the Developer shall be cash or an irrevocable letter of credit in which the Town is designated as beneficiary in an amount equal to one hundred ten percent (110%) of the estimated costs of the Public Improvements to be constructed and installed as provided for in paragraph 3, subsections (a) through (e) of this Agreement, and as set forth in **Exhibit B**, to secure the performance and completion of the Public Improvements. The Developer agrees that the approval of the final Site Plan by the Town is contingent upon the Developer's provision of an irrevocable letter of credit to the Town within ninety (90) days of the execution of this Agreement in the amount and form provided herein. Failure of the Developer to provide an irrevocable letter of credit to the Town in the manner provided herein shall negate the Town's approval of the Site Plan. The letter of credit shall be substantially in the form and content set forth in **Exhibit C**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The Developer shall not start the construction of any public or private improvement on the property, including but not limited to, staking, earthwork, over-lot grading or the erection of any structure, temporary or otherwise, until the Town has received and approved the irrevocable letter of credit. The Developer shall also provide separate security in the form of cash or an irrevocable letter of credit for the Landscaping Improvements provided for in paragraph 3, subsection (e).

The estimated costs of the Public Improvements and the Landscaping Improvements shall be a figure mutually agreed upon by the Developer and the Town's Engineer as set forth in **Exhibit B,** attached hereto. If, however, they are unable to agree, the Town Engineer's estimate shall govern after giving consideration to information provided by the Developer including, but not limited to, construction contracts and engineering estimates. The purpose of the cost estimate is solely to determine the amount of security. No representations are made as to the accuracy of these estimates, and the Developer agrees to pay the Actual Costs of all such Public Improvements and the Landscaping Improvements.

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

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

Upon completion of performance of such improvements, conditions and requirements within the required time and the approval of the Town Public Works Director, the Developer shall issue an irrevocable letter of credit to the Town in the amount of twenty percent (20%) of the total cost of the construction and installation of the Public Improvements and the Landscaping Improvements to be held by the Town during the 2-year warranty period. If the Public Improvements and the Landscaping Improvements are not completed within the required time, the monies may be used to complete the improvements.

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

The Developer shall pay all accumulated property taxes on the Property dedicated to the Town, and shall indemnify and hold harmless the Town for any property tax liability prior to the dedication of the property.

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

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

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

15. Release of Liability. It is expressly understood that the Town cannot be legally bound by presentations of any of its officers or agents or their designees except in accordance with the Town of Elizabeth Codes of Ordinances and the laws of the State of Colorado.

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

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

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

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

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

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

Notice to the Town: Town Administrator
151 South Banner Street
P.O. Box 159
Elizabeth, Colorado 80107

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

Notice to Developer: EO Investments, LLC
Shane Roth
8160 Blakeland Dr., Unit B
Littleton, CO 80125

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

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

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

25. Title and Authority. The Developer expressly warrants and represents to the Town that it has full power and authority to enter into this Site Plan Agreement. The Developer and the undersigned individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.

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

TOWN OF ELIZABETH, COLORADO

By: _____
Nick Snively, Mayor

ATTEST:

_____
Michelle M. Oeser, Town Clerk

APPROVED AS TO FORM:

_____
Corey Y. Hoffmann, Town Attorney

DEVELOPER

By: _____
Name/Title:

Signature: _____

STATE OF COLORADO)
) ss.
COUNTY OF ELBERT)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this day of , 20 __, by _____ , as the _____.

My commission expires: _____

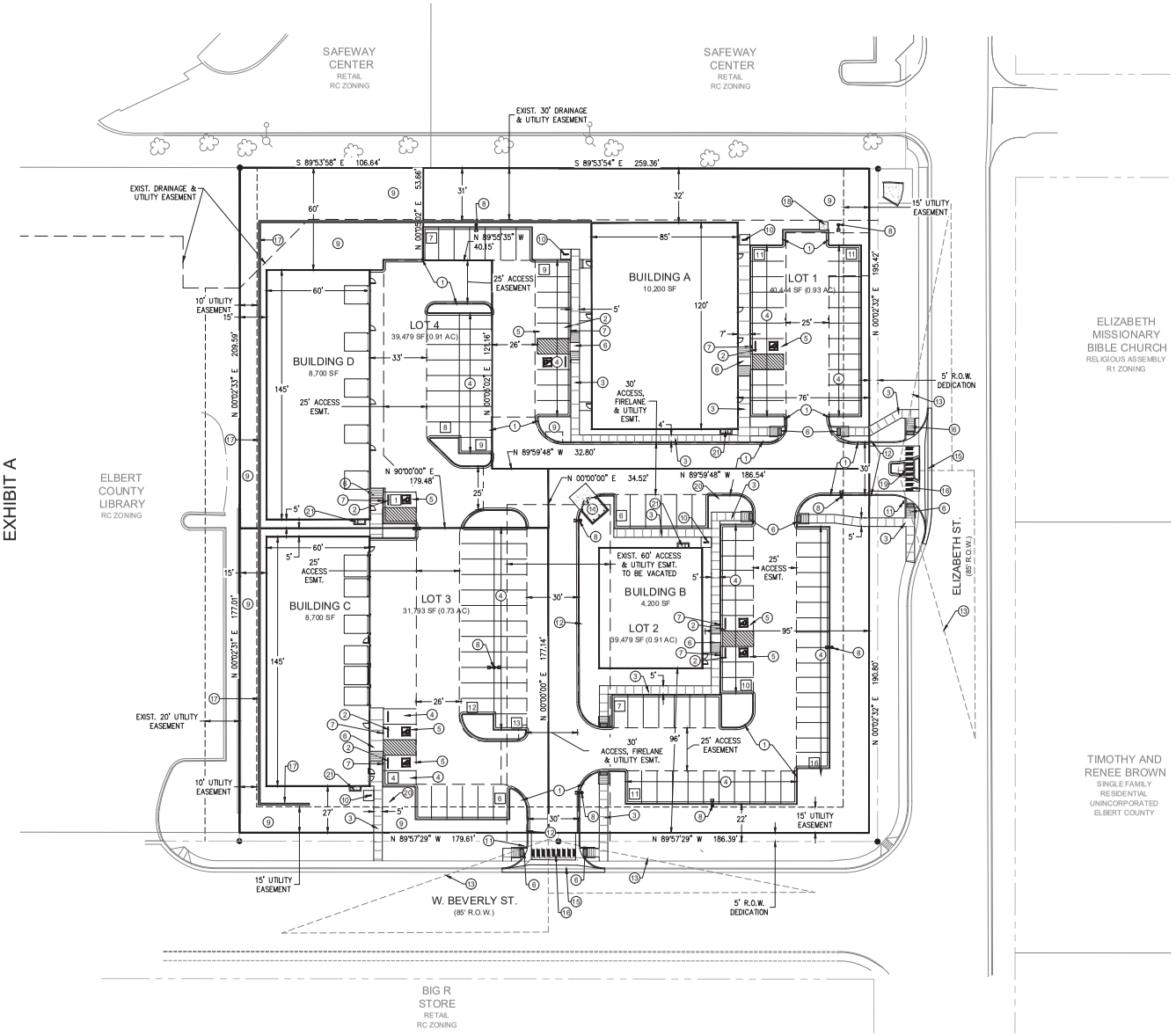
(S E A L)

_____
Notary Public

ELIZABETH ST. PLAZA
SITE DEVELOPMENT PLAN

LOTS 1-4, ELIZABETH STREET PLAZA, SECOND AMENDMENT
LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO

EXHIBIT A



SITE PLAN KEYNOTES

1. 6" CURB AND GUTTER
2. CONCRETE CURB STOP
3. SIDEWALK
4. 9' x 19' STANDARD PARKING STALL
5. 9' x 19' ADA PARKING STALL
6. HANDICAP ACCESSIBLE RAMP
7. HANDICAP VAN ACCESSIBLE POLE-MOUNTED SIGN
8. SITE POLE MOUNTED LIGHT
9. LANDSCAPE AREA
10. BIKE RACK
11. STOP SIGN
12. FIRE LANE - NO PARKING SIGN
13. SIGHT DISTANCE TRIANGLE (155')
14. TRASH ENCLOSURE
15. 8' CONCRETE CROSSPAN
16. PAINTED CROSSWALK
17. RETAINING WALL (SEE SHEET 3)
18. CONCRETE RUNDOWN
19. "NO LEFT TURN" SIGN
20. TRANSFORMER LOCATION
21. EUSERC CABINET

[3] STALL COUNT

NORTH
GRAPHIC SCALE
30 0 15 30
1 INCH = 30 FEET

Aperio
Property Consultants, llc
4032 DEFOE ST.
STRASBURG, CO. 80136
PHONE 303.317.3000

FEBRUARY 7, 2024

SITE PLAN
2

ENGINEER'S OPINION OF PROBABLE COST					
ELIZABETH STREET PLAZA					
PUBLIC IMPROVEMENTS					
		Qty	Unit	Unit Cost	Cost
1	**Storm Sewer Improvements**				
a	Type C Inlet	1	ea	$3,500.00	$ 3,500.00
b	Type VL Riprap	245	sy	$ 50.00	$ 12,250.00
2	**Street Improvements**				
a	6" Curb and Gutter	219	lf	$ 28.00	$ 6,132.00
b	5' Detached Sidewalk	98	lf	$ 24.00	$ 2,352.00
d	ADA Ramp	4	ea	$ 2,800.00	$ 11,200.00
e	Concrete Cross Pan	2	ea	$ 3,500.00	$ 7,000.00
f	Asphalt Paving	36	ton	$ 96.00	$ 3,484.44
g	Sawcut Existing Pavement	139	lf	$ 5.00	$ 695.00
3	**Sanitary Sewer**				
a	8" SDR 35 PVC Pipe	257	lf	$ 36.00	$ 9,252.00
b	4' Dia. Manhole	2	ea	$ 4,900.00	$ 9,800.00
4	**Water Improvements**				
a	8" C900 PVC	575	lf	$ 36.50	$ 20,987.50
b	8" Gate Valve	5	ea	$ 1,800.00	$ 9,000.00
c	8"x 8"x 8" Tee	1	ea	$ 560.00	$ 560.00
d	8" Fitting w/ TB	4	ea	$ 700.00	$ 2,800.00
e	8"x 8"x 6" Tee	2	ea	$ 560.00	$ 1,120.00
f	6" Gate Valve	2	ea	$ 1,500.00	$ 3,000.00
g	6" D.I.P.	23	lf	$ 28.50	$ 655.50
h	Fire Hydrant Assembly	2	ea	$ 5,750.00	$ 11,500.00
i	8"x 8"x4" Tee	4	ea	$ 560.00	$ 2,240.00
j	4" Gate Valve	4	ea	$ 1,200.00	$ 4,800.00
	Subtotal				$ 122,328.44
	15% Contingency				$ 18,349.27
	TOTAL				**$ 140,677.71**

EXHIBIT C
FORM- IRREVOCABLE LETTER OF CREDIT

Issuing Bank's Letterhead

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

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

Attention: Mayor and Town Attorney

Ladies and Gentlemen:

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

Funds under this credit are available to you by your draft or drafts drawn at sight on us containing the number of this Letter of Credit, as set forth above, in the Form of Sight Draft attached hereto as Exhibit 1 and incorporated by this reference. Partial drawings are permitted. The amount of the funds available under this Letter of Credit may not be reduced, except by payment of drafts drawn hereunder, or pursuant to written authorization given to us by the Town. The sole condition for payment of any draft under this Letter of Credit is that the draft be accompanied by a letter, on the Town's letterhead, signed by the Mayor or designee, stating that one or more of the following conditions exist:

a. The Town has determined that the Developer is in default of its obligations under that certain *[type in "agreement" or "permit'1,* to secure the performance of the *[type in the name and date of the agreement, such as "Site Improvement Agreement between the Town and Developer" and the name of the project, or "Development Agreement between the Town and Developer" and the name of the project]* or *[for permit, type in the name of the project];*

or

b. That the expiry date of this Irrevocable Letter of Credit is less than fourteen (14) days from the date of the Mayor or designee's letter and the Developer has not

provided the Town with a replacement letter of credit in an amount and form acceptable to the Town to secure the performance of the *[type in name of the agreement]* or *[for permit, type in the name of the project]* described herein.

Drafts for payment by the Town, pursuant to this Letter of Credit, shall be deemed timely presented if, prior to the date of expiration of the Letter of Credit, the draft is deposited in the U.S. mail or otherwise delivered for transmission by any other usual means of communication with postage or cost of transmission prepaid and properly addressed to the above letterhead address.

We hereby agree with the Town that such drafts will be processed in good faith and duly honored, upon presentation to us, as provided herein. In case of wrongful dishonor, we agree to reimburse the Town for all court costs, investigative costs and reasonable attorneys fees the Town may incur in obtaining payment, according to the terms of this Letter of Credit. This Letter of Credit shall be governed by and construed in accordance with the laws of the State of Colorado. We further agree that the exclusive venue for any action concerning this Letter of Credit shall be the District Court for Elbert County, Colorado.

Very truly yours,
[Name of Bank]

By: _____
Signature of Authorized Signing Officer

_____
Print
Name
[Signature <u>Must</u> Be Notarized]

STATE OF COLORADO)
)ss.
COUNTYOF _____)

The foregoing instrument was acknowledged before me this _ day of

, 20 _, by_____,as _____of_____

My commission expires: _____ _

SEAL

_____

Notary Public

EXHIBIT 1

FORM OF SIGHT DRAFT

Date: _____

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

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

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

[*Address of Issuing Bank*] _____

_____
By: [*type Mayor or designee*]

ELIZABETH STREET PLAZA

SITE CONSTRUCTION PLANS

LOTS 1-4, ELIZABETH STREET PLAZA, SECOND AMENDMENT
LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO

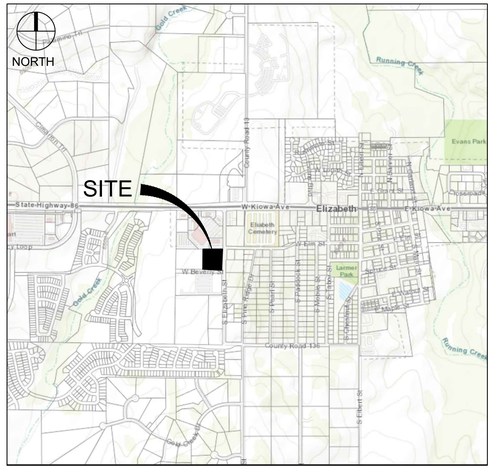
PROJECT CASE NO. 21-6-SP

ABBREVIATIONS

FL	FLOWLINE
SW	SIDEWALK
BOC	BACK OF CURB
BOW	BACK OF SIDEWALK
EOP	EDGE OF PAN or EDGE OF PAVEMENT
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PCC	POINT OF COMPOUND CURVATURE
PR.	PROPOSED
EX.	EXISTING
BVC	BEGIN VERTICAL CURVE
BVCS	BEGIN VERTICAL CURVE STATION
BVCE	BEGIN VERTICAL CURVE ELEVATION
EVC	END VERTICAL CURVE
EVCS	END VERTICAL CURVE STATION
EVCE	END VERTICAL CURVE ELEVATION
PVI	POINT OF VERTICAL INTERSECTION
EL.	ELEVATION
LP	LOW POINT
HP	HIGH POINT
GB	GRADE BREAK
TW	TOP OF WALL
BW	BOTTOM OF WALL
FLPI	FLOWLINE POINT OF INTERSECTION

LEGEND

PROPOSED		EXISTING
	PROPERTY LINE	
	R.O.W. LINE	
	EASEMENT	
	SIGHT TRIANGLE	
	SECTION LINE	
	SECTION CORNER	
	BENCHMARK	
EC	ELECTRICAL CONDUIT	
IC	IRRIGATION CONDUIT	
GAS	GAS LINE	GAS
UGT	UNDERGROUND TELEPHONE	UGT
FO	FIBER OPTIC	FO
CTV	UNDERGROUND CABLE	CTV
F	FIRE LINE	
	WATER FITTING	
	FIRE HYDRANT	
W	WATER MAIN	W
6"W	6" WATER MAIN	6"W
8"W	8" WATER MAIN	8"W
12"W	12" WATER MAIN	12"W
16"W	16" WATER MAIN	16"W
24"W	24" WATER MAIN	24"W
WM	WATER METER	WM
W	WATER SERVICE	W
	WATER VALVE	
IR	IRRIGATION PIPE	IR
T	TRANSFORMER	T
UGE	UNDERGROUND ELECTRIC	UGE
OHE	OVERHEAD ELECTRIC	OHE
	LIGHT/POLE	
	POWER POLE	
	GUYWIRE	
	SANITARY CLEANOUT	
	SANITARY GREASE INTERCEPTOR	
SS	SANITARY MAIN	SS
SS	SANITARY MANHOLE	SS
SS	SANITARY SERVICE	SS
	STORM INLET	
SD	STORM MANHOLE	SD
	STORM PIPE	
	BUILDING OUTLINE	
	BACK OF CURB	
	CONCRETE HATCH	
	EDGE OF PAVEMENT / PAN	
	FLOWLINE	
	SIDEWALK	
	SIDEWALK HATCH	
	PAVEMENT MARKING	
	TRAFFIC SIGN	
	BOLLARD	
X	BARBED WIRE FENCE	X
	CHAIN LINK FENCE	
	SPLIT RAIL FENCE	
	WOOD FENCE	
	LIGHT POLE	
	RETAINING WALL	
	MONUMENT SIGN	
	CONIFEROUS TREE	
	DECIDUOUS TREE	
5480	MAJOR CONTOUR	5480
5481	MINOR CONTOUR	5481
1.0%	SLOPE/GRADE	



VICINITY MAP
1"=3000'

SHEET INDEX

1	C1.1	COVER SHEET
2	C1.2	CONSTRUCTION NOTES
3	C1.3	EXISTING CONDITIONS AND DEMOLITION PLAN
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9	C1.9	STORM SEWER CONSTRUCTION DETAILS
10	C1.10	STORM SEWER CONSTRUCTION DETAILS
11	C1.11	SANITARY SEWER CONSTRUCTION DETAILS
12	C1.12	WATER CONSTRUCTION DETAILS
13	C1.13	SITE CONSTRUCTION DETAILS
14	C2.1	INITIAL CBMP PLAN
15	C2.2	INTERIM AND FINAL CBMP PLAN
16	C2.3	CBMP DETAILS
17	C2.4	CBMP DETAILS

LEGAL DESCRIPTION:

LOT 1-4, ELIZABETH STREET PLAZA, 2ND AMENDMENT

BENCHMARK:

TOWN OF ELIZABETH #216, ELEVATION = 6603.719 (NAVD88). SITE BENCHMARK MONUMENT OF THE SW CORNER OF LOT 2C, ELEVATION=6557.76.

BASIS OF BEARINGS:

BEARINGS ARE BASED ON THE NORTH LINE OF ELIZABETH STREET PLAZA 1ST AMENDMENT, WHICH BEARS S89°53'57"E.

I HEREBY AFFIRM THAT THE FINAL CONSTRUCTION PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION, IN ACCORDANCE WITH ALL APPLICABLE TOWN OF ELIZABETH AND STATE OF COLORADO STANDARDS AND STATUTES, RESPECTIVELY; AND THAT I AM FULLY RESPONSIBLE FOR ALL DESIGN AND REVISIONS RELATIVE TO SAID PLANS.

GREG KELLY, COLORADO P.E. #15813 — DATE

TOWN OF ELIZABETH APPROVAL

PLANS ARE HEREBY APPROVED BY COMMUNITY DEVELOPMENT.

APPROVED BY: _____ TOWN OF ELIZABETH COMMUNITY DEVELOPMENT — DATE

PROJECT CONTACTS:

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CAUTION NOTICE TO CONTRACTORS

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUCH CALL 811 AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATED ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.

PREPARED FOR:

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#	DATE	REVISION DESCRIPTION	BY
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project no.	2111.01	drawn by	
date	1/10/2024 – 8:58 am	designed by	
dwg.	01 – C1.1 – Cover Sheet.dwg	approved by	

ELIZABETH STREET PLAZA

COVER SHEET

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SHEET NUMBER
C1.1
SHEET 1
PROJECT NUMBER
2111

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WATER NOTES

1. ALL IRRIGATION TAPS SHALL BE SIZED ACCORDING TO THE LANDSCAPE PLANS (MAY BE PROVIDED FROM THE BUILDING WATER SERVICE).
2. ALL FIRE HYDRANT PIPING SHALL BE DIP (UNLESS SOIL RESISTIVITY TESTS > 1000 OHM-CENT PVC 900 CLASS 200 MAY BE ALLOWED) AND ALL FITTINGS SHALL BE DUCTILE IRON POLY-WRAPPED PER COA STANDARDS.
3. WATER METER RIM ELEVATIONS SHALL BE SET AT 2.0% FROM BACK OF CURB.
4. ELECTRONIC MARKER SYSTEM: P.V.C. WATER PIPE SHALL BE INSTALLED WITH ELECTRONIC MARKERS AT A SPACING OF 1 MARKER FOR EVERY 60 LINEAL FEET OF PIPE OR AT EVERY BEND, TEE OR DEFLECTION IN THE PIPE. THESE MARKERS SHALL BE BLUE IN COLOR AND AS MANUFACTURED BY 3M SCOTCHMARK OR APPROVED EQUAL. THE CONTRACTOR SHALL PLACE THE APPROPRIATE BALL (UP TO 5 FEET), MID-RANGE (UP TO 6 FEET) OR FULL-RANGE (UP TO 8 FEET) MARKER AS NECESSARY DEPENDING ON THE ACTUAL DEPTH OF THE MAIN.
5. ALL PIPING FOR TWO (2) INCH AND SMALLER WATER SERVICE LINES WILL BE INSTALLED CLEAN AND WILL BE COPPER TUBING TYPE K.
6. WHEN IT IS NECESSARY TO LOWER WATERLINES AT STORM DRAINS AND OTHER UTILITY CROSSINGS, A MINIMUM CLEARANCE OF 2.0 FEET SHALL BE MAINTAINED BETWEEN OUTSIDE OF PIPES OR USE COA DETAIL 402 AT LOCATIONS SHOWN ON PLANS.
7. ALL FIRE HYDRANTS WILL CONFORM TO AWWA STANDARD C502 AND WILL HAVE AN EPOXY-COATED FOOT VALVE HOUSING. ALL FIRE HYDRANTS WILL HAVE A 5'-6" BURY DEPTH. FIRE HYDRANTS WITH UP TO 7 FEET BURY DEPTH WILL BE ALLOWED BY UTILIZING BARREL EXTENSIONS OF UP TO 18 INCHES IN LENGTH WITH A 5'-6" BARREL ONLY. IN NO CASE SHALL THE BURY DEPTH EXCEED 7 FEET. VERTICAL BENDS WILL BE USED TO ADJUST THE BURY DEPTH TO 5'-6" IF THE 7 FOOT MAXIMUM BURY DEPTH CANNOT BE MET.
8. FIRE HYDRANTS SHALL BE LOCATED ONE (1) FOOT BEHIND ATTACHED SIDEWALKS.
9. ALL FIRE HYDRANTS SHALL BE LOCATED NOT LESS THAN THREE FEET - SIX INCHES (3' – 6") AND NOT MORE THAN 8 FEET FROM THE BACK OF CURB TO THE CENTER OF THE HYDRANT AND BE UNOBSTRUCTED ON THE STREET SIDE. MINIMUM CLEARANCE ON ALL OTHER SIDES SHALL BE 5 FEET. FIRE HYDRANTS MUST BE GRADE STAKED IN THE FIELD. FIRE HYDRANTS ARE NOT ALLOWED IN SIDEWALKS.
10. ALL FIRE HYDRANTS MUST BE GRADE STAKED IN THE FIELD WHENEVER CURB AND GUTTER HAS NOT BEEN INSTALLED.
9. WATER LINE VALVE BOXES SHALL BE LOCATED NO LESS THAN TWO (2) FEET FROM CROSSPANS.
10. FROST PROTECTION IS REQUIRED FOR WATERLINES THAT DO NOT MEET THE 4.5' MINIMUM REQUIRED COVER. FROST PROTECTION MATERIAL SHALL BE AS A MINIMUM, 2" CLOSED CELL POLY FOAM EXPANSION MATERIAL FOR INSULATION, OR APPROVED SUBSTITUTE. SECTIONS SHALL BE A MINIMUM, 24" WIDE, CENTERED OVER THE PIPE, WITH A 6" OVERLAP BETWEEN SECTIONS. THE FROST PROTECTION MATERIAL SHALL BE INSTALLED 6" ABOVE TOP OF PIPE ON LEVEL BEDDING MATERIAL, WITH AN ADDITIONAL 6" OF BEDDING MATERIAL ON TOP OF THE FROST PROTECTION MATERIAL.
11. WATER MAIN RESTRAINT SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS REGARDING WATER, SANITARY SEWER AND STORM DRAINAGE INFRASTRUCTURE, LATEST REVISION. MEGALUGS OR UNI-FLANGE MAY BE USED IN PLACE OF RODS AND CLAMPS.
12. WATER LINE VALVES ARE NOT ALLOWED IN CROSS PANS.

WATER SERVICE NOTES

1. PUBLIC CONTRACTOR SHALL CONTACT LOCAL PUBLIC WATER/WATER DEPARTMENT TO DETERMINE AVAILABLE WATER PRESSURE AND WATER HARDNESS.
2. FIXTURE WASTE (F.U.) FIXTURE UNITS USED SHALL BE BASED UPON THE 2015 INTERNATIONAL PLUMBING CODE (IPC). CHECK LOCAL CODES FOR FIXTURE UNIT VALUES.
3. THE CORPORATION STOP SHALL BE MANUFACTURED BY THE FORD METER BOX CO., OR MUELLER CO. ALL CORPORATION STOPS SHALL HAVE AWWA C800 TAPER THREADS ON THE INLET, AND FLARED COPPER CONNECTIONS AT THE OUTLET. THE CORPORATION STOP SHALL BE PLACED 45 DEGREES ABOVE THE HORIZONTAL CENTER OF THE MAIN. THE TRENCH SHALL BE BACKFILLED WITH GRANULAR BEDDING MATERIAL 1 FOOT AROUND THE CORPORATION STOP.

STORM SEWER NOTES

1. ON ALL INLETS, IN A SUMP CONDITION, THE CONTRACTOR SHALL MAINTAIN A MINIMUM OF 0.5% GRADE AT FLOWLINE INTO THE INLET.
2. STORM MANHOLE NORTHINGS, EASTING OR STATIONONG, AND RIM ELEVATIONS LISTED ARE REFERENCED TO THE CENTER OF MANHOLE.
3. STORM INLET NORTHINGS, EASTINGS, OR STATIONING AND ELEVATIONS LISTED ARE REFERENCED TO THE CENTERLINE OF THE BOX AT THE TOP BACK OF CURB.
4. ALL CLASS III REINFORCED CONCRETE PIPE BEDDING SHALL BE CLASS B PER STANDARDS AND SPECIFICATIONS REGARDING WATER, SANITARY SEWER AND STORM DRAINAGE INFRASTRUCTURE STANDARD DETAIL 100.
5. ALL STORM SEWER IS PRIVATE AND IS SIZED FOR THE 100-YEAR EVENT UNLESS OTHERWISE NOTED.

SANITARY SEWER NOTES

1. ALL SEWER MAINS SHALL BE POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS CONFORMING TO ASTM D-3034, SDR 35, AS MANUFACTURED BY J-M MANUFACTURING CERTAINTEED, DIAMOND PLASTICS, VINYL TECH, OR ULTRA-RIB BY E.T.I.
2. PVC PIPE USED FOR SANITARY SEWER SERVICES WILL MEET OR EXCEED ASTM D3034-SDR35. ALL JOINTS WILL BE WATERTIGHT. FITTINGS, SADDLES, BENDS, ETC. WILL BE PVC TYPE. PRESSURE RATED PVC PIPE CAN BE USED UP TO, BUT NO MORE THAN, 5 FEET OUTSIDE OF THE FOUNDATION WALL FOR CONNECTION TO THE SDR-35 PIPE.
3. SANITARY SEWER MAINS SHALL BE INSTALLED AS DESIGNATED ON THE PLANS.
4. RIM ELEVATIONS SHOWN ARE APPROXIMATE ONLY AND ARE NOT TO BE TAKEN AS FINAL ELEVATIONS.
5. PRIOR TO CONSTRUCTION OR STAKING OF SANITARY SEWER, THE CONTRACTOR AND A SURVEY CREW SHALL VERIFY INVERT ELEVATIONS OF EXISTING SANITARY SEWER MAINS AND MANHOLES FOR PROPER CONNECTION OF PROPOSED SANITARY SEWER SYSTEM.
6. THE CONTRACTOR SHALL USE PRECAST SANITARY SEWER MANHOLES. BENCHES AND CHANNELS SHALL BE CAST IN PLACE.
7. ALL SANITARY SERVICE LINES SHALL BE TEES OR WYES OFF OF MAINS.

GENERAL NOTES:

1. UNLESS OTHERWISE MODIFIED HEREIN, ALL MATERIALS, WORKMANSHIP, AND CONSTRUCTION SHALL MEET OR EXCEED THE STANDARDS AND SPECIFICATIONS SET FORTH BY THE GOVERNING MUNICIPALITY, DISTRICT, AGENCY OR ENTITY. IF THE GOVERNING MUNICIPALITY, DISTRICT, AGENCY OR ENTITY DOES NOT HAVE A STANDARD, AND APPLICABLE STANDARD FROM THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) STANDARDS (M &S STANDARDS, AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE (CONSTRUCTION) SHALL BE ADHERED TO. FURTHER ALL OTHER APPLICABLE STATE AND FEDERAL REGULATIONS ARE TO BE FOLLOWED. WHERE THERE IS CONFLICT BETWEEN THESE PLANS AND THE SPECIFICATIONS, OR ANY APPLICABLE STANDARDS OR REGULATIONS, THE MOST RESTRICTIVE STANDARD SHALL APPLY.
2. ALL REFERENCES TO ANY PUBLISHED STANDARDS SHALL REFER TO THE LATEST REVISION OF SAID STANDARD, UNLESS SPECIFICALLY STATED OTHERWISE.
3. EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED UPON THE BEST INFORMATION AVAILABLE AS SUPPLIED BY SURFACE EVIDENCE AND UTILITY COMPANY MAPS. UTILITIES THAT EXIST MAY NOT BE SHOWN HEREIN. THE SIZE, LOCATION, TYPE AND NUMBER OF UTILITY SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION AND NOTIFICATION OF ANY DISCREPANCY SHALL BE MADE TO THE OWNER AND ENGINEER BEFORE ANY OTHER WORK IS PERFORMED.
4. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 811, AT LEAST 2 WORKING DAYS PRIOR TO BEGINNING EXCAVATION OR GRADING, TO HAVE ALL REGISTERED UTILITY LOCATIONS MARKED. OTHER UNREGISTERED UTILITY ENTITIES (I.E. DITCH / IRRIGATION COMPANY) ARE TO BE LOCATED BY CONTACTING THE RESPECTIVE REPRESENTATIVE. UTILITY SERVICE LATERALS ARE ALSO TO BE LOCATED PRIOR TO BEGINNING EXCAVATION OR GRADING.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES DURING CONSTRUCTION AND FOR COORDINATING WITH THE APPROPRIATE UTILITY COMPANY FOR ANY UTILITY CROSSINGS REQUIRED.
6. A STATE CONSTRUCTION DEWATERING WASTEWATER DISCHARGE PERMIT IS REQUIRED IF DEWATERING IS REQUIRED IN ORDER TO INSTALL UTILITIES OR WATER IS DISCHARGED INTO A STORM SEWER, CHANNEL, IRRIGATION DITCH OR ANY WATERS OF THE UNITED STATES.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF JOB SITE SAFETY INCLUDING, BUT NOT LIMITED TO, EXCAVATION, TRENCHING, SHORING, TRAFFIC CONTROL, AND SECURITY.
8. DIMENSIONS FOR LAYOUT AND CONSTRUCTION ARE NOT TO BE SCALED FROM ANY DRAWING. IF PERTINENT DIMENSIONS ARE NOT SHOWN, CONTACT THE DESIGNER FOR CLARIFICATION, AND ANNOTATE THE DIMENSION ON THE AS-BUILT RECORD DRAWINGS.
9. IF, DURING THE CONSTRUCTION PROCESS, CONDITIONS ARE ENCOUNTERED WHICH COULD INDICATE A SITUATION THAT IS NOT IDENTIFIED IN THE PLANS OR SPECIFICATIONS, THE DEVELOPER SHALL CONTACT THE DESIGNER AND THE LOCAL ENTITY ENGINEER IMMEDIATELY.
10. THE CONTRACTOR SHALL REFER TO AN APPROVED GEOTECHNICAL STUDY FOR ADDITIONAL INFORMATION PERTAINING TO THE SITE CONSTRUCTION, MATERIALS AND PAVEMENTS.
11. CONTRACTOR SHALL REFER TO THE APPROVED EROSION CONTROL MANAGEMENT PLAN FOR IMPLEMENTATION OF BEST MANAGEMENT PRACTICES TO MINIMIZE OR ELIMINATE EROSION AND SEDIMENT TRANSPORT AT ALL TIMES.

DEMOLITION NOTES:

1. THE WORK GENERALLY INCLUDES REMOVAL/DEMOLITION OF INDICATED EXISTING SURFACE FEATURES (I.E. STRUCTURES, CURB, GUTTER, DRAINAGE STRUCTURES, ASPHALT, LIGHTS, VEGETATION, ETC.) AND UNDERGROUND UTILITIES (I.E. ELECTRIC LINES, GAS LINES, FIBER OPTIC LINES, DRAINAGE LINES, ETC), WITHIN THE PROPERTY BOUNDARY. NO WORK UNLESS SPECIFICALLY NOTED SHALL BE OUTSIDE OF THE SUBJECT PROPERTY. SEE PLANS FOR LIMITS OF REMOVAL/ DEMOLITION.
2. LIMITS OF REMOVAL SHOWN ARE APPROXIMATE.
3. CONTRACTOR IS RESPONSIBLE FOR THE MEANS AND METHODS INCLUDING SITE SAFETY FOR ALL ASPECTS OF DEMOLITION INCLUDING OPERATION WITHIN THE REGULATIONS OF GOVERNING AGENCIES.
4. ALL ITEMS NOTED AS "REMOVE" SHALL BE DEMOLISHED/REMOVED FROM THE SITE. ALL ITEMS NOTED "VERIFY/REMOVE" SHALL BE REMOVED ONLY AFTER VERIFICATION THAT THE UTILITY IS NO LONGER NEEDED TO PROVIDE SERVICE TO ANY ADJACENT PROPERTIES OR COORDINATE WITH LOCAL UTILITY PROVIDER. ALL ITEMS NOTED FOR REUSE SHALL BE REPLACED AS DIRECTED. HOWEVER, THE GOVERNING AGENCY (IN THE INSTANCE OF PUBLIC INFRASTRUCTURE) OR THE ENGINEER SHALL DETERMINE IF THE ITEM IS IN ADEQUATE CONDITION TO BE REUSED.
5. ITEMS TO BE REUSED SHALL BE REMOVED AND SAFELY STORED AS NECESSARY PRIOR TO REPLACEMENT.
6. UNLESS SPECIFICALLY DIRECTED, THE CONTRACTOR SHALL DISPOSE OF CONCRETE, ASPHALT RUBBLE AND ANY OTHER DEMOLISHED/ REMOVED MATERIALS OFFSITE.
7. CONTRACTOR SHALL DISPOSE OF AND TRANSPORT DEBRIS TO OFFSITE IN A SAFE AND LEGAL MANNER AND SHALL NOT STORE OR BURN MATERIALS ONSITE. CONTRACTOR SHALL HANDLE AND DISPOSE OF ALL DEBRIS IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS. DISPOSAL SHALL BE TRANSPORTED TO AN APPROVED LANDFILL OR OTHER APPROVED FACILITY.
8. THE CONTRACTOR SHALL VERIFY ALL UTILITIES HAVE BEEN DISCONNECTED AS REQUIRED FOR THE WORK.
9. CONTRACTOR SHALL ERECT BARRIERS, FENCES, GUARDRAILS, ENCLOSURES, ETC. TO PROTECT THE SITE AND IN ACCORDANCE WITH THE EROSION CONTROL PLAN.
10. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY TRAFFIC CONTROL (SIGNS, BARRICADES, FLAGMEN, LIGHTS, ETC) IN ACCORDANCE WITH THE MUTCD, CURRENT EDITION, AS REQUIRED FOR THE WORK.
11. CONTRACTOR SHALL OBTAIN ALL PERMITS AND LICENSES REQUIRED FOR DEMOLITION OF WORK SHOWN.
12. CONTRACTOR SHALL PROTECT ALL EXISTING SURVEY MONUMENTATION AND BENCHMARK(S). CONTRACTOR SHALL HAVE A LICENSED SURVEYOR REPLACE ANY DAMAGED OR DISTURBED MONUMENTATION AT THE CONTRACTOR'S COST.
13. CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, FEATURES, IMPROVEMENTS, AND UTILITIES (OVERHEAD OR UNDERGROUND) NOT INTENDED TO BE REMOVED OR DEMOLISHED AT ALL TIMES DURING DEMOLITION AND CONSTRUCTION. CONTRACTOR WILL BE RESPONSIBLE FOR ALL RESULTANT COSTS DUE TO SUCH DAMAGES.

GENERAL UTILITY NOTES:

1. DESIGN OF UTILITIES WITHIN FIVE (5) FEET OF THE BUILDING ARE EXCLUDED FROM THESE PLANS. UTILITIES, INCLUDING DOWNSPOUT CONNECTIONS, CLEAN-OUTS, ETC WITHIN FIVE (5) FEET OF THE BUILDING SHALL BE DETAILED BY THE ARCHITECT OR MECHANICAL ENGINEER.

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PREPARED FOR:

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project no.	2111.01	drawn by	
date	1/10/2024 – 8:56 am	designed by	
dwg.	02 – C1.2 – General Notes.dwg	approved by	

ELIZABETH STREET PLAZA

GENERAL NOTES

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SHEET NUMBER
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SHEET 1
PROJECT NUMBER
2111

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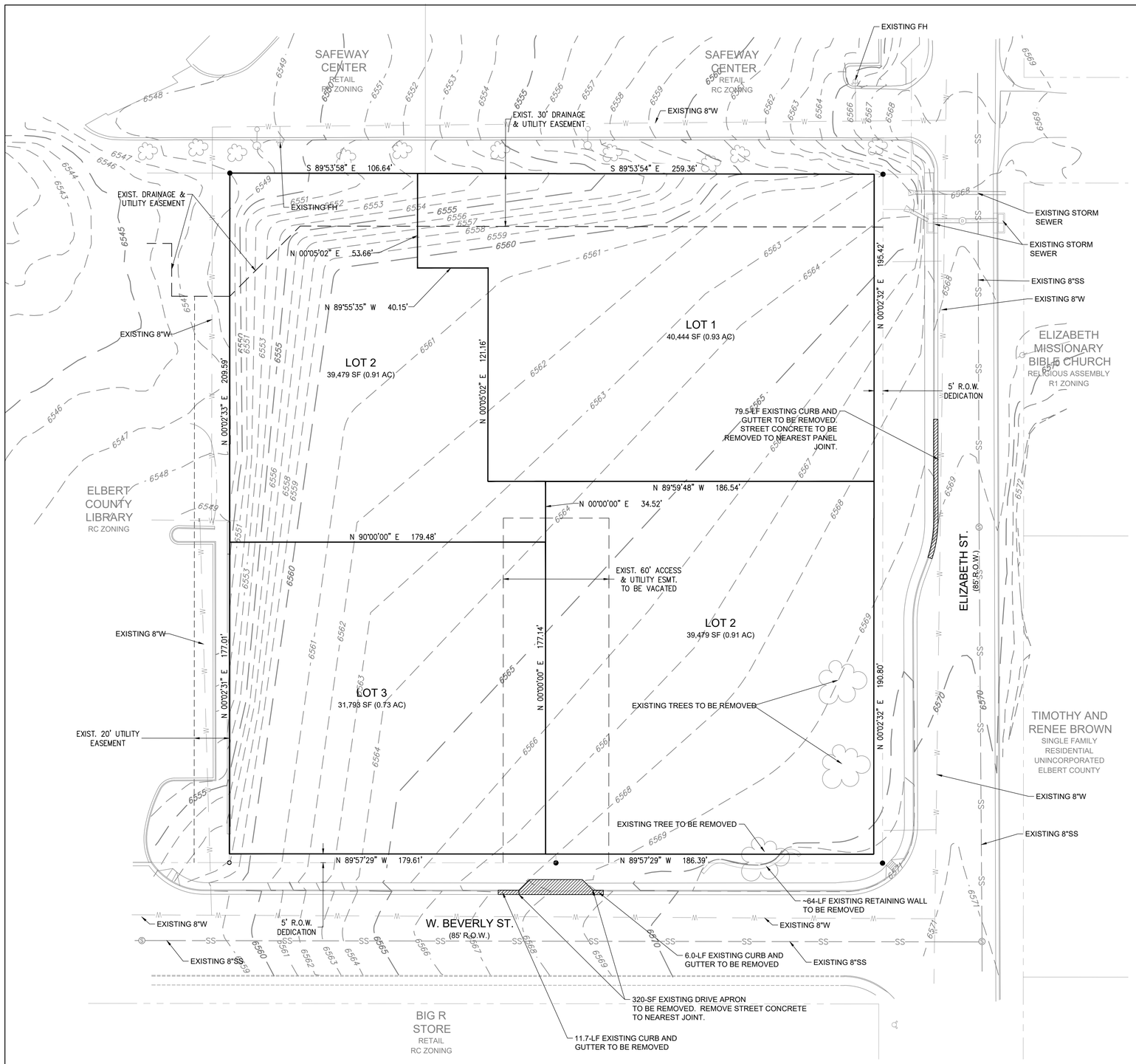

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project no.	2111.01	drawn by	
date	1/10/2024 - 8:56 am	designed by	
dwg.	03 - C1.3 - Existing Conditions and Demolition Plan.dwg	checked by	

ELIZABETH STREET PLAZA

EXISTING CONDITIONS AND DEMOLITION PLAN

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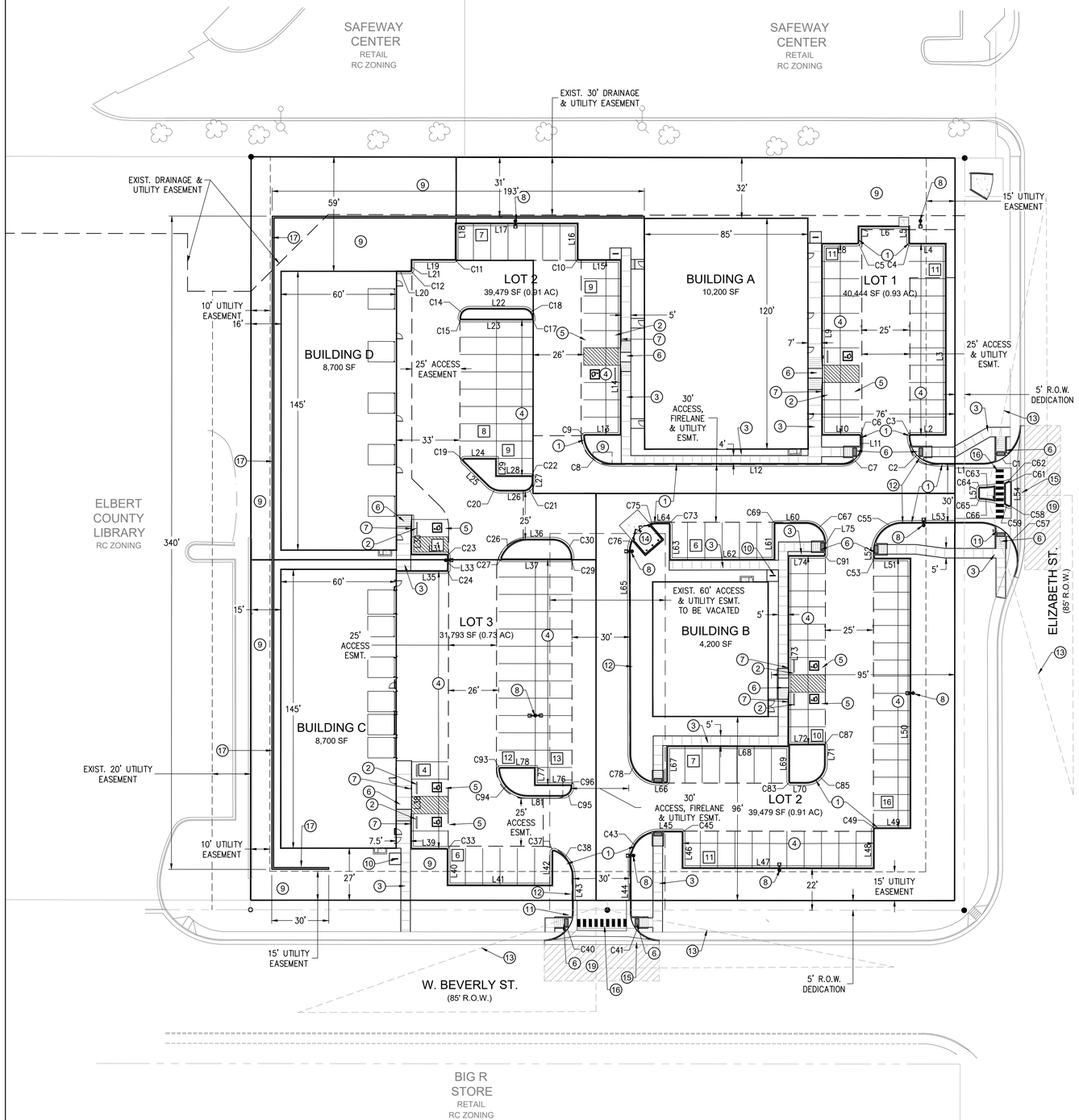
SHEET NUMBER
C1.3
SHEET 4
PROJECT NUMBER
2111



SITE PLAN KEYNOTES

1. 6" CURB AND GUTTER
2. CONCRETE CURB STOP
3. SIDEWALK
4. 9' x 19' STANDARD PARKING STALL
5. 9' x 19' ADA PARKING STALL
6. HANDICAP ACCESSIBLE RAMP
7. HANDICAP VAN ACCESSIBLE
8. POLE-MOUNTED SIGN
   SITE POLE MOUNTED LIGHT
9. LANDSCAPE AREA
10. BIKE RACK
11. STOP SIGN
12. FIRE LANE - NO PARKING SIGN
13. SIGHT DISTANCE TRIANGLE (155')
14. TRASH ENCLOSURE
15. 8' CONCRETE CROSSPAN - SEE SHEET C1.3 FOR STREET PANEL REMOVAL
16. PAINTED CROSSWALK
17. RETAINING WALL (SEE SHEET 3)
18. CONCRETE RUNDOWN
19. REPLACE REMOVED STREET CONC. PANEL DOWEL AT TIE-IN LOCATIONS

[3] STALL COUNT

NORTH

GRAPHIC SCALE
30 0 15 30
1 INCH = 30 FEET

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	31.42	20.00	90°00'21"	N44°57'18"E	28.29
C2	23.14	15.00	88°22'51"	S45°51'07"E	20.91
C3	1.46	1.00	83°43'35"	S48°05'42"W	1.33
C4	1.57	1.00	90°00'00"	S45°02'31"E	1.41
C5	1.57	1.00	90°00'00"	N44°57'29"E	1.41
C6	1.57	1.00	89°58'52"	N45°03'04"W	1.41
C7	15.72	10.00	90°03'50"	N44°58'17"E	14.15
C8	23.03	15.00	87°57'04"	S46°01'16"E	20.83
C9	1.61	1.00	92°05'15"	S43°59'53"W	1.44
C10	1.57	1.00	90°00'00"	S44°57'28"E	1.41
C11	1.57	1.00	90°00'00"	N45°02'32"E	1.41
C12	1.57	1.00	89°59'23"	N45°02'14"E	1.41
C14	7.86	5.00	90°01'13"	N45°03'09"E	7.07
C15	1.57	1.00	90°00'00"	N44°57'28"W	1.41
C17	0.79	0.50	90°00'00"	S45°02'32"W	0.71
C18	7.85	5.00	89°58'47"	S44°56'51"E	7.07
C19	2.37	1.00	135°39'59"	N22°12'34"E	1.85
C20	7.74	10.00	44°20'03"	N67°47'27"W	7.55
C21	7.85	5.00	90°00'00"	S45°02'32"W	7.07
C22	1.57	1.00	90°00'00"	S44°57'28"E	1.41
C23	1.57	1.00	90°00'00"	N44°57'29"W	1.41
C24	1.57	1.00	90°00'00"	N45°02'31"E	1.41
C26	17.75	15.00	67°48'50"	N56°08'07"E	16.74
C27	1.96	1.00	112°11'12"	N33°51'54"W	1.66
C29	1.60	1.00	91°49'33"	S44°07'42"W	1.44
C30	15.39	10.00	88°10'23"	S45°52'16"E	13.91

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C33	1.57	1.00	90°00'02"	N44°57'29"W	1.41
C37	1.93	1.00	110°29'14"	S55°19'54"W	1.64
C38	18.19	15.00	69°28'01"	N34°41'28"W	17.09
C40	23.57	15.00	90°01'23"	N45°03'14"E	21.22
C41	23.50	15.00	89°46'42"	N45°04'07"W	21.17
C43	23.63	15.00	90°16'04"	N44°57'16"E	21.26
C45	1.57	1.00	90°00'00"	S44°54'42"E	1.41
C49	1.57	1.00	90°00'00"	N45°01'19"E	1.41
C53	1.57	1.00	90°10'15"	N45°03'48"W	1.42
C55	23.52	15.00	89°49'45"	N44°56'12"E	21.18
C57	39.79	20.00	113°57'56"	S32°21'45"E	33.54
C58	2.06	1.00	118°01'58"	S58°58'06"W	1.71
C59	2.25	32.00	4°01'36"	N64°01'43"W	2.25
C61	2.01	1.00	115°06'10"	S57°35'58"E	1.69
C62	2.27	32.00	4°03'21"	N66°52'38"E	2.26
C63	7.51	32.00	13°26'46"	N84°57'55"E	7.49
C64	1.60	1.00	91°44'11"	N45°49'13"E	1.44
C65	1.56	1.00	89°06'51"	N44°36'19"W	1.40
C66	7.61	32.00	13°37'19"	N82°21'05"W	7.59
C67	15.74	10.00	90°10'15"	N45°03'48"W	14.16
C69	1.57	1.00	89°48'34"	S44°56'48"W	1.41
C73	1.57	1.00	90°11'26"	N45°03'12"W	1.42
C75	4.11	15.00	15°41'02"	S82°00'34"W	4.09
C76	6.39	15.00	24°24'01"	S12°01'14"W	6.34
C78	23.50	15.00	89°46'43"	S45°04'08"E	21.17
C83	1.57	1.00	90°00'00"	S44°57'29"E	1.41

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C85	15.71	10.00	90°01'11"	N45°01'55"E	14.14
C87	1.57	1.00	90°12'41"	N45°05'01"W	1.42
C91	1.57	1.00	90°00'00"	N45°01'19"E	1.41
C93	1.64	1.00	94°05'46"	N42°59'37"E	1.46
C94	22.49	15.00	85°54'12"	N47°00'22"W	20.44
C95	7.85	5.00	90°00'01"	S45°02'31"W	7.07
C96	0.79	0.50	89°59'59"	S44°57'29"E	0.71

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N89°57'28"E	23.14
L2	S89°57'29"W	17.92
L3	S00°02'44"E	99.00
L4	N89°57'29"E	18.02
L5	S00°02'31"E	8.03
L6	N89°57'29"E	25.88
L7	N00°02'31"W	8.00
L8	N89°57'29"E	18.02
L9	N00°02'32"W	99.00
L10	S89°57'29"W	19.00
L11	N00°03'38"W	4.50
L12	S89°59'48"E	119.17
L13	N89°57'29"W	18.01
L14	S00°02'32"W	90.50
L15	S89°57'28"E	21.43
L16	S00°02'32"W	18.00
L17	S89°57'28"E	63.00
L18	N00°02'32"E	17.98
L19	S89°57'28"E	21.94
L20	S89°58'05"E	7.04

LINE TABLE		
LINE #	BEARING	DISTANCE
L21	N00°02'32"E	5.01
L22	S89°56'15"E	28.00
L23	N89°57'28"W	36.50
L24	S89°57'27"E	16.55
L25	N45°37'25"W	17.81
L26	N89°57'28"W	11.51
L27	S00°02'32"W	2.01
L28	S89°57'28"E	18.00
L29	S00°02'32"W	9.00
L30	N00°02'32"E	20.29
L31	N89°57'29"W	18.00
L33	N00°02'31"E	7.00
L35	S89°57'29"E	26.00
L36	S89°57'28"E	12.99
L37	N89°57'29"W	34.95
L38	N00°02'32"E	45.51
L39	N89°57'30"W	18.00
L40	N00°02'32"E	18.00
L41	N89°54'42"W	54.00
L42	S00°05'18"W	17.13

LINE TABLE		
LINE #	BEARING	DISTANCE
L43	N00°02'32"E	18.00
L44	N00°10'46"W	27.09
L45	S89°54'42"E	11.43
L46	S00°05'18"W	18.00
L47	S89°54'42"E	99.00
L48	N00°01'19"E	19.88
L49	S89°58'41"E	18.00
L50	N00°01'19"E	139.81
L51	S89°51'05"W	18.00
L52	N00°01'19"E	3.04
L53	N89°51'05"E	40.43
L54	S00°02'53"E	11.19
L57	N00°02'53"W	4.22
L60	S89°51'05"W	15.67
L61	S00°02'31"W	18.00
L62	S89°51'05"W	54.00
L63	N00°02'31"E	18.00
L64	S89°51'05"W	5.30
L65	S00°10'46"E	105.26
L66	S89°57'29"E	3.57

LINE TABLE		
LINE #	BEARING	DISTANCE
L67	N00°05'18"E	18.05
L68	S89°54'42"E	63.00
L69	S00°02'31"W	18.00
L70	S89°57'29"E	8.00
L71	N00°01'19"E	9.40
L72	S89°48'38"W	18.00
L73	N00°01'19"E	97.67
L74	S89°58'41"E	18.00
L75	N00°01'19"E	6.51
L76	S89°57'28"E	18.50
L77	S00°02'30"W	9.00
L78	S89°57'29"E	17.96
L81	N89°57'28"W	18.00

CAUTION NOTICE TO CONTRACTORS
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUCH CALL 811 AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATED ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.

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#	DATE	REVISION DESCRIPTION	BY
1			
2			
3			
4			

project no.	2111.01	drawn by	
date	2/08/2024 – 9:22 am	designed by	
dwg.	04 – C1.4 – Horizontal Control Plan.dwg	approved by	

ELIZABETH STREET PLAZA

HORIZONTAL CONTROL AND SITE PLAN

KELLY DEVELOPMENT SERVICES, LLC
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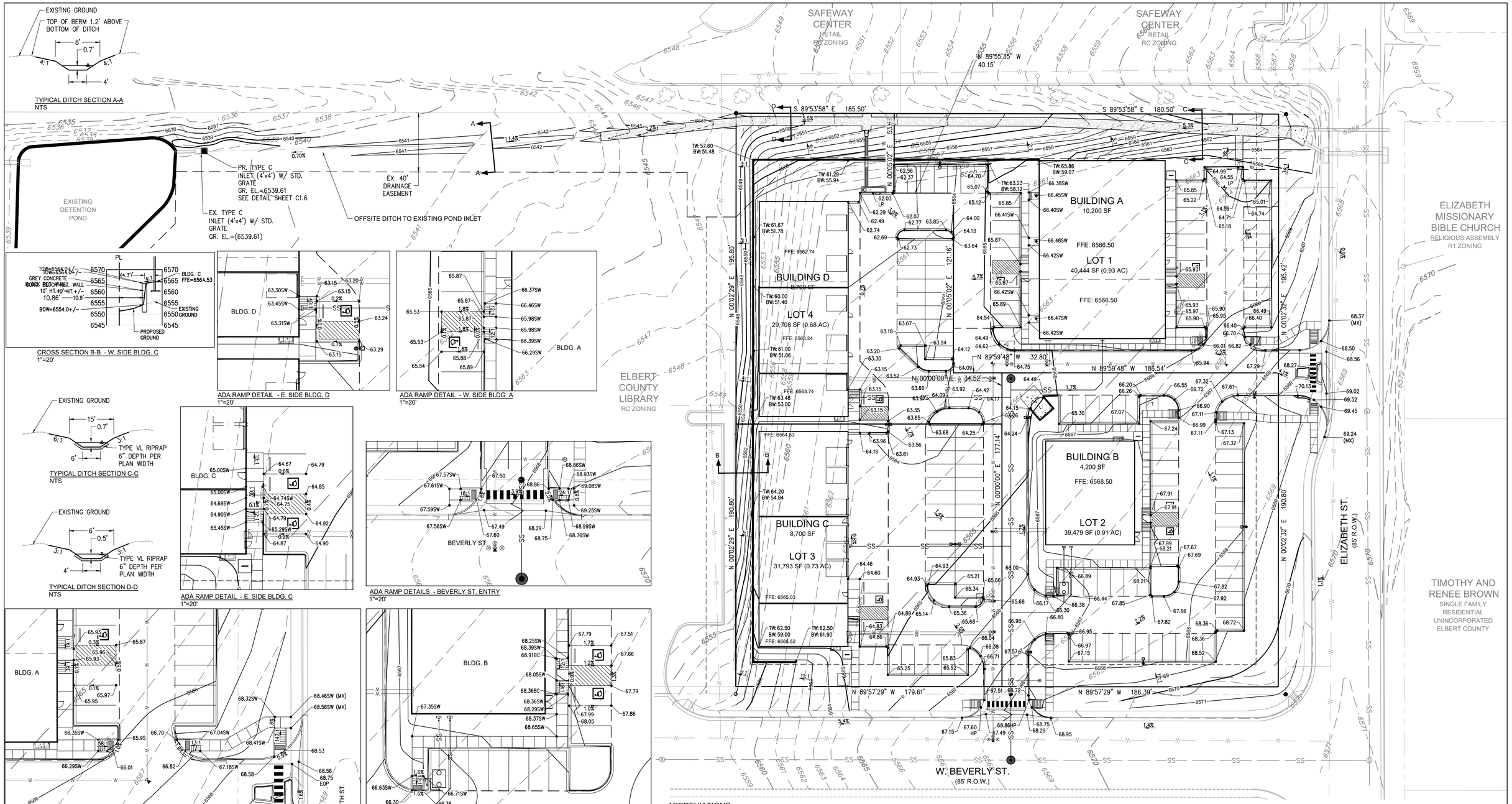
SHEET NUMBER
C1.4
SHEET 4
PROJECT NUMBER
2111

[C-PN.dwg] [V-MA.dwg] [V-PN.dwg] [C-MA.dwg] [TBh.dwg]
Drawing name: D:\Projects\2111 ELZ\C3D\Sheet\CD\04 – C1.4 – Horizontal Control Plan.dwg Feb 08, 2024 – 9:22am



TYPICAL DITCH SECTION A-A
NTS

CROSS SECTION B-B - W. SIDE BLDG. C
1"=20'

ADA RAMP DETAIL - E. SIDE BLDG. D
1"=20'

ADA RAMP DETAIL - W. SIDE BLDG. A
1"=20'

TYPICAL DITCH SECTION C-C
NTS

TYPICAL DITCH SECTION D-D
NTS

ADA RAMP DETAIL - E. SIDE BLDG. C
1"=20'

ADA RAMP DETAILS - BEVERLY ST. ENTRY
1"=20'

ADA RAMP DETAILS - E. SIDE BLDG. A / ELIZABETH ST. ENTRY
1"=20'

ADA RAMP DETAILS - E. SIDE AND S. SIDE BLDG. B
1"=20'

ABBREVIATIONS

BOC	BACK OF CURB
BOW	BACK OF SIDEWALK
BW	BOTTOM OF WALL
EL	ELEVATION
EX	EXISTING
EOP	EDGE OF PAN OR EDGE OF PAVEMENT
FL	FLOWLINE
FLPI	FLOWLINE POINT OF INTERSECTION
G	GROUND
GB	GRADE BREAK
HP	HIGH POINT
LP	LOW POINT
MPD	MULTI PRODUCT DISPENSER
MX	MATCH EXISTING
PR	PROPOSED
SW	SIDEWALK
T	TRANSITION FROM SPILL TO CATCH CURB
TW	TOP OF WALL

DETAILED GRADING NOTES:

1. THIS SHEET IS FOR DETAILED GRADING REFERENCE ONLY. ALL EROSION AND SEDIMENT CONTROL SHALL BE COMPLETE PER SHEETS C2.1 AND C2.2.
2. CURB SPOT ELEVATIONS ARE TO FLOWLINE OF CURB UNLESS OTHERWISE NOTED.
3. ALL ELEVATIONS ARE TO FINISHED GRADE OF SURFACE UNLESS OTHERWISE NOTED.
4. CONTRACTOR MUST OBTAIN CONSTRUCTION ACTIVITIES STORMWATER DISCHARGE PERMIT.
5. SPOT ELEVATIONS ARE SHOWN FROM A BASE ELEVATION OF 6500.00.
6. RETAINING WALLS OVER 48" IN HEIGHT REQUIRE STRUCTURAL DESIGN AND MUST BE APPROVED BY THE TOWN BUILDING DEPARTMENT.

NORTH
GRAPHIC SCALE
30 0 15 30
1 INCH = 30 FEET

CAUTION NOTICE TO CONTRACTORS

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUCH CALL 811 AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATED ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.

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#	DATE	REVISION DESCRIPTION	BY

project no.	2111.01	drawn by	
date	2/20/2024 – 7:25 am	designed by	
dwg.	05 – C1.5 – Detailed Grading Plan.dwg	approved by	

ELIZABETH STREET PLAZA

DETAILED GRADING PLAN

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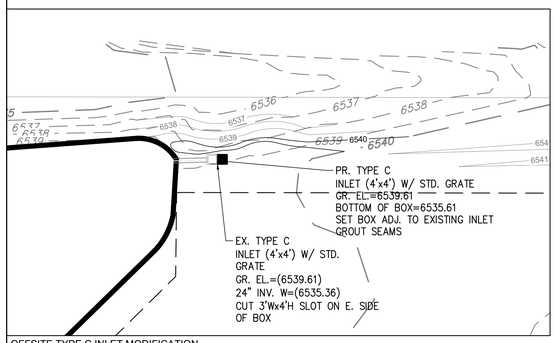
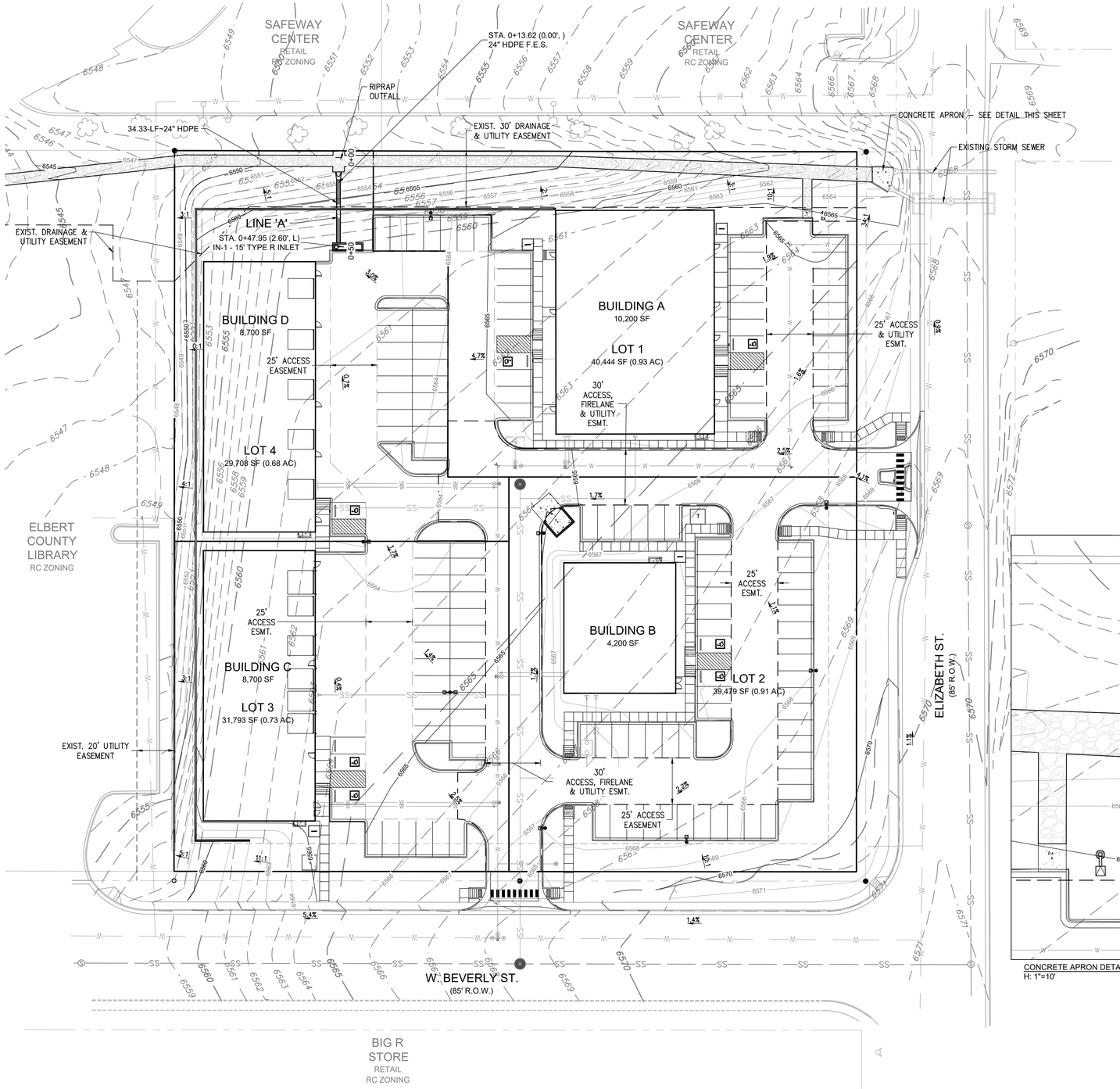
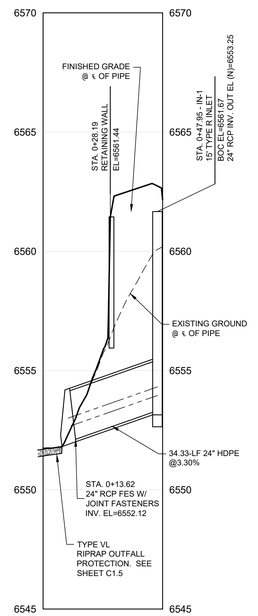
SHEET NUMBER
C1.5
SHEET 5
PROJECT NUMBER
2111

[C-MA.dwg] [C-PN.dwg] [V-MA.dwg] [V-PN.dwg] [C-TO.dwg] [V-TO.dwg] [C-UT.dwg] [V-UT.dwg] [LEGND.dwg] [TBh.dwg] [D-TIN.dwg] [C-UT.dwg]
Drawing name: D:\Projects\2111 ELIZ\C3D\Sheet\05 – C1.5 – Detailed Grading Plan.dwg Feb 20, 2024 – 7:25am

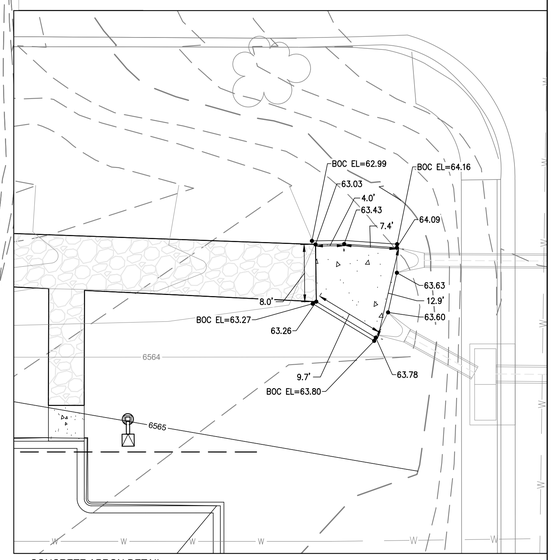


OFFSITE TYPE C INLET MODIFICATION
1"=30'





STORM SEWER LINE 'A' - PROFILE (PRIVATE)
H: 1"=30'
V: 1"=3'



CONCRETE APRON DETAIL
H: 1"=10'

NORTH
GRAPHIC SCALE
30 0 15 30
1 INCH = 30 FEET

CAUTION NOTICE TO CONTRACTORS

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#	DATE	REVISION DESCRIPTION	BY
1			
2			
3			
4			

project no.	2111.01	drawn by	
date	2/14/2024 – 11:09 am	designed by	
dwg.	06 – C1.6 – Storm Sewer Plan and Profile.dwg	checked by	

ELIZABETH STREET PLAZA

STORM SEWER PLAN AND PROFILE

KELLY DEVELOPMENT SERVICES, LLC
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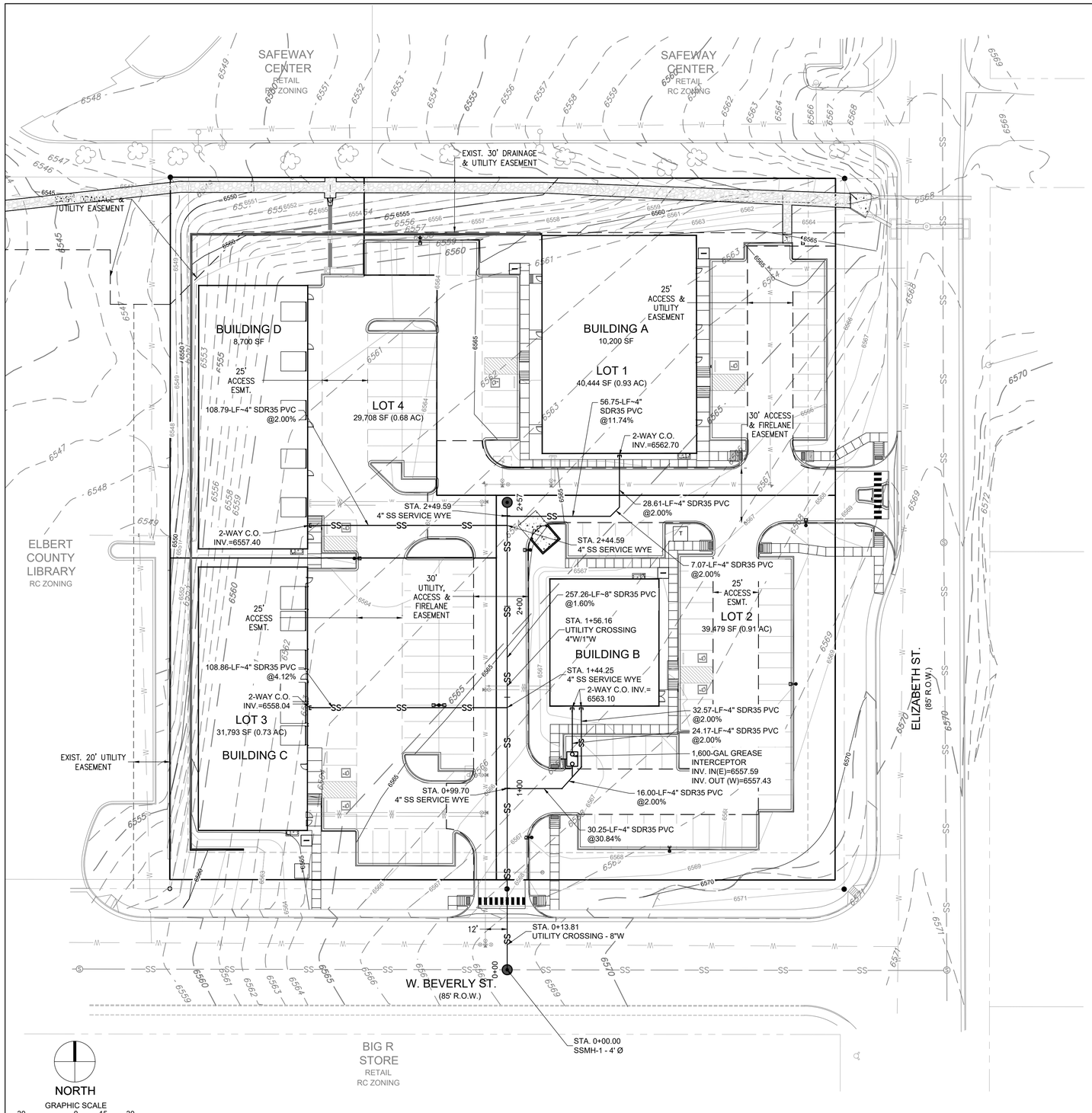
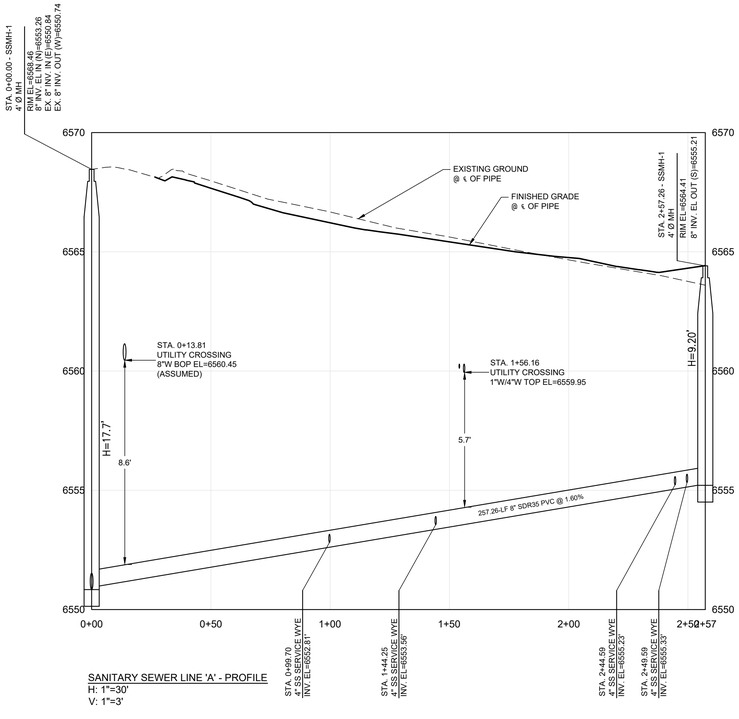
SHEET NUMBER
C1.6
SHEET 6
PROJECT NUMBER
2111

[C-MA.dwg] [C-PN.dwg] [V-MA.dwg] [V-PN.dwg] [C-TO.dwg] [V-TO.dwg] [C-UT.dwg] [V-UT.dwg] [LEGND.dwg] [TBh.dwg] [D-UT.dwg]
Drawing name: D:\Projects\2111 ELZ\C3D\Sheet\C0\06 – C1.6 – Storm Sewer Plan and Profile.dwg Feb 14, 2024 – 11:09am





SANITARY SEWER LINE 'A' - PROFILE
H: 1"=30'
V: 1"=3'

[C-MA.dwg] [C-PN.dwg] [V-MA.dwg] [V-PN.dwg] [C-TO.dwg] [V-TO.dwg] [C-UT.dwg] [V-UT.dwg] [LEGEND.dwg] [TBh.dwg] [D-UT.dwg]
Drawing name: D:\Projects\2111 ELZ\C3D\Sheet\CD\07 - C1.7 - Sanitary Sewer Plan and Profile.dwg Feb 06, 2024 - 9:02am

CAUTION NOTICE TO CONTRACTORS

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUCH CALL 811 AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATED ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.

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#	DATE	REVISION DESCRIPTION	BY
1			
2			
3			
4			

project no.	2111.01	drawn by	
date	2/06/2024 – 9:02 am	designed by	
dwg.	07 – C1.7 – Sanitary Sewer Plan and Profile.dwg	approved by	

ELIZABETH STREET PLAZA

SANITARY SEWER PLAN AND PROFILE

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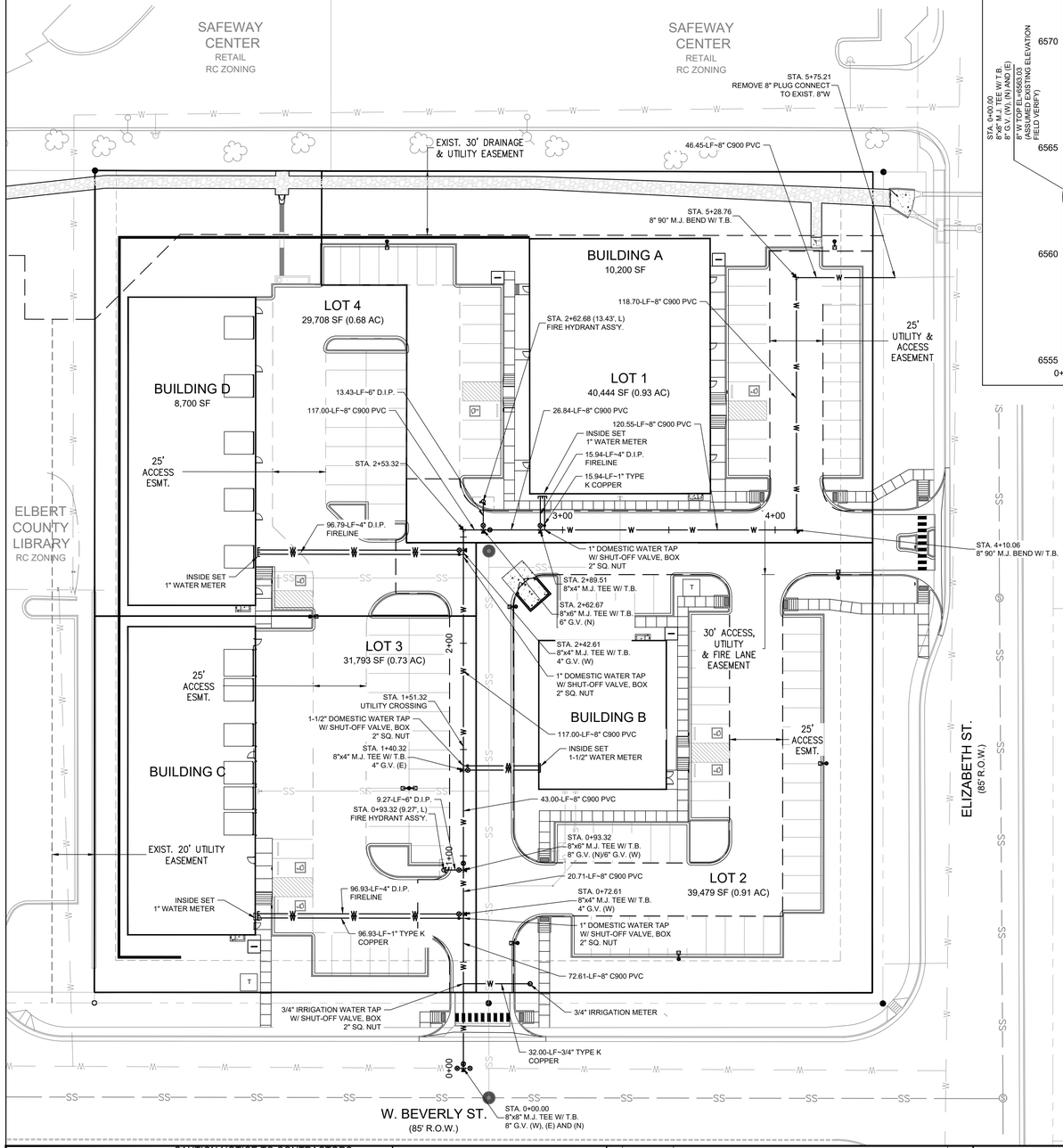
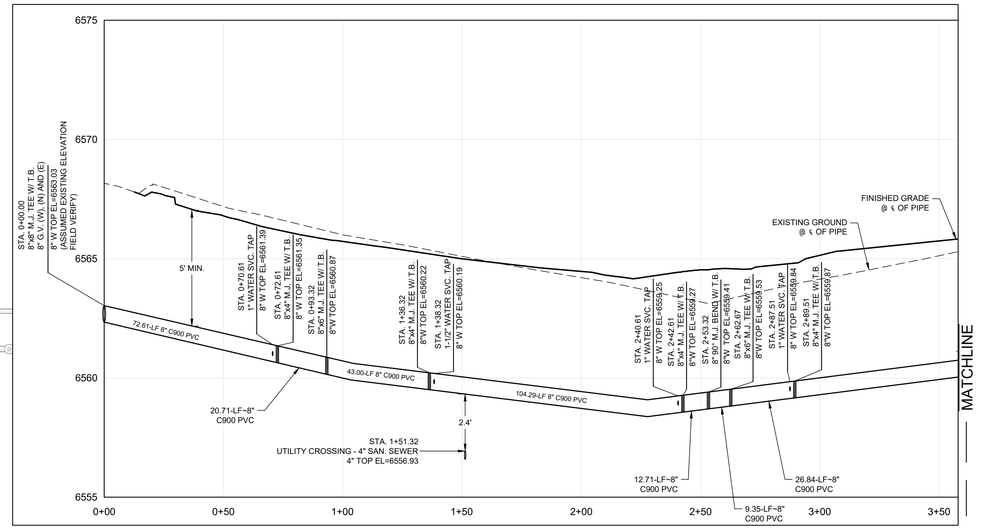
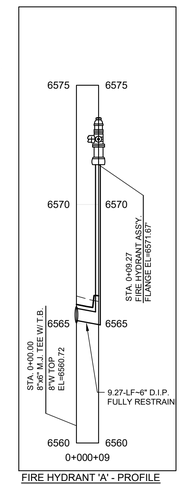
SHEET NUMBER
C1.7
SHEET 7
PROJECT NUMBER
2111

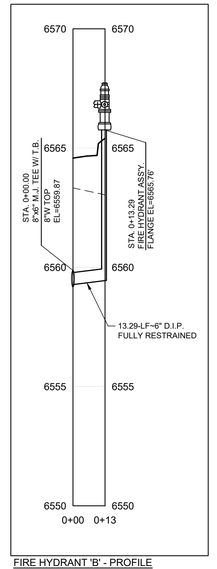




WATER MAIN - PROFILE
H: 1"=30'
V: 1"=3'



FIRE HYDRANT 'A' - PROFILE
H: 1"=30'
V: 1"=3'



FIRE HYDRANT 'B' - PROFILE
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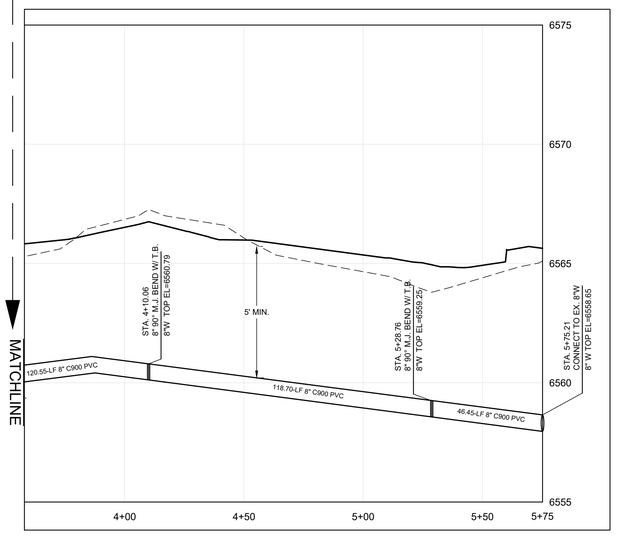
V: 1"=3'



WATER MAIN - PROFILE
H: 1"=30'
V: 1"=3'

NORTH
GRAPHIC SCALE
30 0 15 30
1 INCH = 30 FEET

CAUTION NOTICE TO CONTRACTORS
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#	DATE	REVISION DESCRIPTION	BY
1			
2			
3			
4			

project no.	2111.01	drawn by	
date	2/06/2024 – 9:02 am	designed by	
dwg.	08 – C1.8 – Water Plan and Profile.dwg	approved by	

ELIZABETH STREET PLAZA

WATER PLAN AND PLOTTING

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SHEET NUMBER
C1.8
SHEET 8
PROJECT NUMBER
2111

[C-MA.dwg] [C-PN.dwg] [V-MA.dwg] [V-PN.dwg] [C-UT.dwg] [V-UT.dwg] [LEGEND.dwg] [TBh.dwg] [D-UT.dwg]
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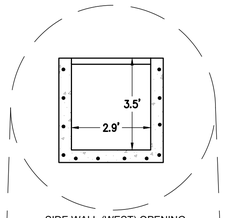

SIDE WALL (WEST) OPENING

GENERAL NOTES:

CURB INLET TYPE R

Computer File Information		Sheet Revisions		
Creation Date: 07/04/12	Initials: DD		Date:	Comments
Last Modification Date: 07/04/12	Initials: LTA	REV.		
Full Path: www.coloradodot.info/business/designsupport		REV.		
Drawing File Name: 6040120102.dgn		REV.		
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English		REV.		

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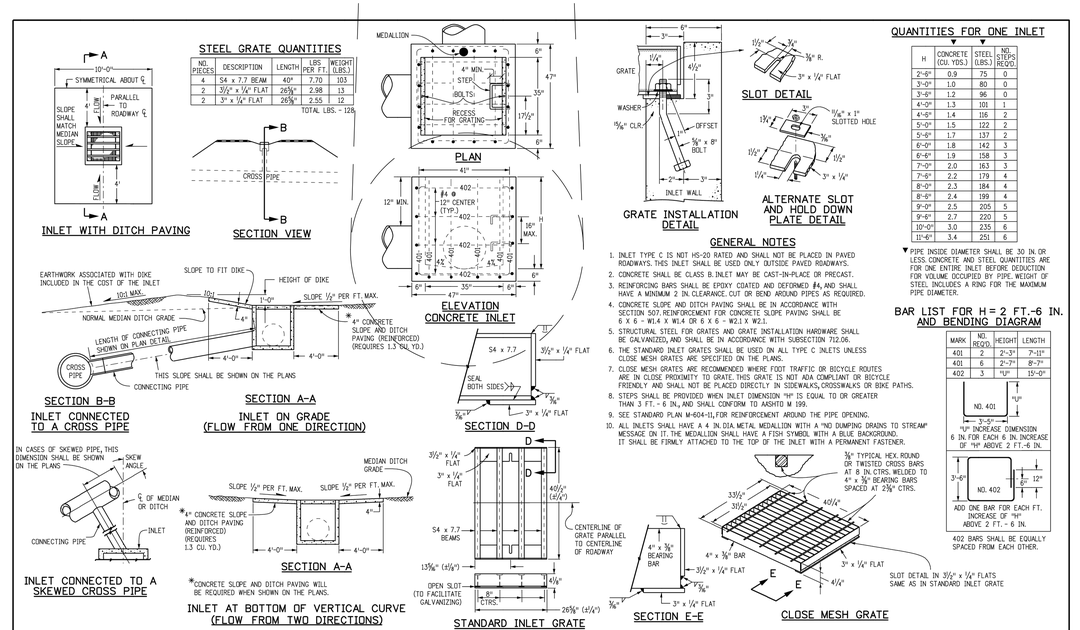
STANDARD PLAN NO. M-604-12

Issued By: Project Development Branch July 4, 2012

Sheet No. 1 of 2



STEEL GRATE QUANTITIES

NO. PIECES	DESCRIPTION	LENGTH	LBS. PER FT.	WEIGHT (LBS.)
4	S4 x 7.7 BEAM	40"	7.70	103
2	3½" x ¼" FLAT	26⅝"	2.98	13
2	3" x ⅛" FLAT	26⅝"	2.55	12

TOTAL LBS. = 128

QUANTITIES FOR ONE INLET

H	CONCRETE (CU. YDS.)	STEEL (LBS.)	NO. STEPS REQ'D
2'-6"	0.9	75	0
3'-0"	1.0	80	0
3'-6"	1.2	96	0
4'-0"	1.3	101	1
4'-6"	1.4	116	2
5'-0"	1.5	122	2
5'-6"	1.7	137	2
6'-0"	1.8	142	3
6'-6"	1.9	158	3
7'-0"	2.0	163	3
7'-6"	2.2	179	4
8'-0"	2.3	184	4
8'-6"	2.4	199	4
9'-0"	2.5	205	5
9'-6"	2.7	220	5
10'-0"	3.0	235	6
11'-6"	3.4	251	6

▼ PIPE INSIDE DIAMETER SHALL BE 30 IN. OR LESS. CONCRETE AND STEEL QUANTITIES ARE FOR ONE ENTIRE INLET BEFORE DEDUCTION FOR VOLUME OCCUPIED BY PIPE. WEIGHT OF STEEL INCLUDES A RING FOR THE MAXIMUM PIPE DIAMETER.

GENERAL NOTES

1. INLET TYPE C IS NOT HS-20 RATED AND SHALL NOT BE PLACED IN PAVED ROADWAYS. THIS INLET SHALL BE USED ONLY OUTSIDE PAVED ROADWAYS.
2. CONCRETE SHALL BE CLASS B. INLET MAY BE CAST-IN-PLACE OR PRECAST.
3. REINFORCING BARS SHALL BE EPOXY COATED AND DEFORMED #4, AND SHALL HAVE A MINIMUM 2 IN. CLEARANCE. CUT OR BEND AROUND PIPES AS REQUIRED.
4. CONCRETE SLOPE AND DITCH PAVING SHALL BE IN ACCORDANCE WITH SECTION 507. REINFORCEMENT FOR CONCRETE SLOPE PAVING SHALL BE 6 X 6 - W1.4 X W1.4 OR 6 X 6 - W2.1 X W2.1.
5. STRUCTURAL STEEL FOR GRATES AND GRATE INSTALLATION HARDWARE SHALL BE GALVANIZED, AND SHALL BE IN ACCORDANCE WITH SUBSECTION 712.06.
6. THE STANDARD INLET GRATES SHALL BE USED ON ALL TYPE C INLETS UNLESS CLOSE MESH GRATES ARE SPECIFIED ON THE PLANS.
7. CLOSE MESH GRATES ARE RECOMMENDED WHERE FOOT TRAFFIC OR BICYCLE ROUTES ARE IN CLOSE PROXIMITY TO GRATE. THIS GRATE IS NOT ADA COMPLIANT OR BICYCLE FRIENDLY AND SHALL NOT BE PLACED DIRECTLY IN SIDEWALKS, CROSSWALKS OR BIKE PATHS.
8. STEPS SHALL BE PROVIDED WHEN INLET DIMENSION "H" IS EQUAL TO OR GREATER THAN 3 FT. - 6 IN., AND SHALL CONFORM TO AASHTO M 199.
9. SEE STANDARD PLAN M-604-11, FOR REINFORCEMENT AROUND THE PIPE OPENING.
10. ALL INLETS SHALL HAVE A 4 IN. DIA. METAL MEDALLION WITH A "NO DUMPING DRAINS TO STREAM" MESSAGE ON IT. THE MEDALLION SHALL HAVE A FISH SYMBOL WITH A BLUE BACKGROUND. IT SHALL BE FIRMLY ATTACHED TO THE TOP OF THE INLET WITH A PERMANENT FASTENER.

BAR LIST FOR H = 2 FT.-6 IN. AND BENDING DIAGRAM

MARK	NO. REQ'D	HEIGHT	LENGTH
401	2	2'-3"	7'-11"
401	6	2'-7"	8'-7"
402	3	1'-0"	15'-0"

NO. 401 — ½" INCREASE DIMENSION 6 IN. FOR EACH 6 IN. INCREASE OF "H" ABOVE 2 FT.-6 IN.

NO. 402 — ADD ONE BAR FOR EACH FT. INCREASE OF "H" ABOVE 2 FT. - 6 IN.

402 BARS SHALL BE EQUALLY SPACED FROM EACH OTHER.

INLET, TYPE C

Computer File Information		Sheet Revisions		
Creation Date: 07/04/12	Initials: DD		Date:	Comments
Last Modification Date: 07/04/12	Initials: LTA	REV.		
Full Path: www.coloradodot.info/business/designsupport		REV.		
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STANDARD PLAN NO. M-604-10

Issued By: Project Development Branch July 4, 2012

Sheet No. 1 of 1

CAUTION NOTICE TO CONTRACTORS

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PREPARED FOR:

EO INVESTMENTS LLC
SHANE ROTH
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LITTLETON, CO 80125
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FAX:

#	DATE	REVISION DESCRIPTION	BY

project no.	2111.01	drawn by	
date	2/14/2024 – 11:07 am	designed by	
dwg.	09 – C1.9 – Storm Sewer Details.dwg	approved by	

ELIZABETH STREET PLAZA

STORM SEWER DETAILS

KELLY DEVELOPMENT SERVICES, LLC
9301 SCRUB OAK DR
LONE TREE, CO 80124
303-888-6338
greg@kellydev.com

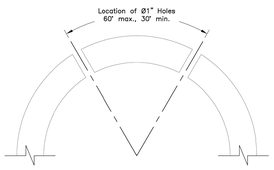
SHEET NUMBER
C1.9
SHEET 9
PROJECT NUMBER
2111

[TBh.dwg]
Drawing name: D:\Projects\2111 ELIZ\C3D\Sheet\CD\09 – C1.9 – Storm Sewer Details.dwg Feb 14, 2024 – 11:07am

Oldcastle Precast

Water

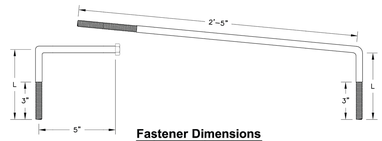
RCP Joint Fasteners
Model: Fastener Details



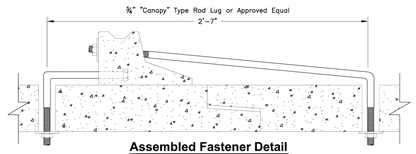
Fastener Spacing End View

Pipe Diameter (in.)	Length L (in.)
12" to 36"	8"
42" to 72"	10"

*1 Set (2 Fasteners) Includes:
–(2) Long Bolts –(2) Canopies
–(2) Short Bolts –(6) Nuts w/ Washers



Fastener Dimensions



Assembled Fastener Detail

For more information about our products please visit us on the web at:
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W-P-4

Great Plains West Region

888-9 Oldcastle
(888-965-3227)

ADS FLARED END SECTION SPECIFICATION

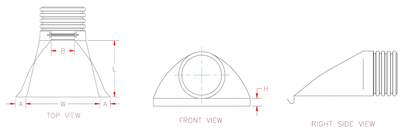
Scope
This specification describes 12- through 36-inch (300 to 900mm) ADS Flared End Sections for use in culvert and drainage outlet applications.

Requirements
The ADS Flared End Section shall be high density polyethylene meeting ASTM D3350 minimum cell classification 213320C; contact manufacturer for additional cell classification information. When provided, the metal threaded fastening rod shall be stainless steel.

Installation
Installation shall be in accordance with ADS installation instructions and with those issued by state or local authorities. Contact your local ADS representative or visit www.adspipe.com for the latest installation instructions.

	PIPE DIAMETER, in (mm)					
Diameter in (mm)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)
A in (mm)	6.5 (165)	6.5 (165)	7.5 (191)	7.5 (191)	7.5 (191)	7.5 (191)
B (max) in (mm)	10.0 (254)	10.0 (254)	15.0 (381)	18.0 (475)	22.0 (559)	25.0 (635)
H in (mm)	6.5 (165)	6.5 (165)	6.5 (165)	6.5 (165)	8.6 (218)	8.6 (218)
L in (mm)	25.0 (635)	25.0 (635)	32.0 (813)	36.0 (914)	58.0 (1473)	58.0 (1473)
W in (mm)	29.0 (737)	29.0 (737)	35.0 (889)	45.0 (1143)	63.0 (1600)	63.0 (1600)

*Product detail may differ slightly from actual product appearance



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LEGEND

H - HEIGHT OF COVER LIMIT, MAXIMUM ALLOWABLE HEIGHT OF FILL OVER THE TOP OF THE PIPE, EXCLUDING PAVEMENT THICKNESS.

FILL HEIGHTS AND DESIGN ASSUMPTIONS ARE BASED ON AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 4TH EDITION, SECTION 12, FOR 900 PSI LONG TERM STRENGTH OF HDPE, AND AASHTO T180 MINIMUM RELATIVE COMPACTION OF 95% OR 90%.

FILL HEIGHTS ARE BASED ON AASHTO'S M294, TYPE S PIPE WITH OUTER CORRUGATED WALL AND SMOOTH INNER LINER.

FILL HEIGHTS FOR INSTALLATION WITH HIGH WATER TABLE REQUIRE SPECIAL DESIGN. THE MAXIMUM HEIGHT IN HIGHWATER LOCATIONS SHOULD BE 15 FEET OR BASED ON AASHTO LRFD DESIGN SPECIFICATIONS.

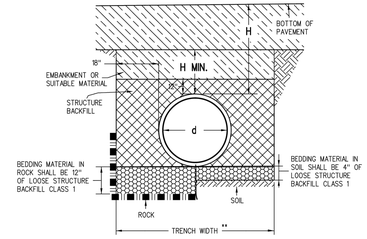
H MIN. - THE MINIMUM COVER SHALL BE AS SHOWN ON THESE TABLES OR CONFORM TO AASHTO REQUIREMENTS, WHICHEVER IS GREATER. THE MINIMUM COVER FOR PIPE IS MEASURED FROM THE TOP OF THE PIPE TO THE BOTTOM OF THE PAVEMENT- HMA OR PCCP.

THE MINIMUM COVER IS MEASURED FROM THE TOP OF THE PIPE TO THE TOP OF THE SUBGRADE DURING CONSTRUCTION. THE MINIMUM COVER IS BASED ON DUAL AXLE LOADS UP TO 50,000 POUNDS.

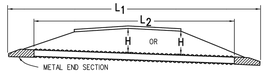
L_1 - LENGTH OF PIPE TO BE MEASURED WHEN PLACED IN ACCORDANCE WITH SECTION 624.

L_2 - LENGTH OF PIPE TO BE MEASURED WHEN PLACED IN ACCORDANCE WITH SECTION 603.

+ - THE MINIMUM SPACING BETWEEN THE OUTSIDE WALLS OF MULTIPLE PIPES OR END SECTIONS IS 18" OR ½ d, WHICHEVER IS GREATER.

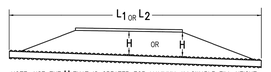


INSTALLATION OF PIPE



NOTE: USE THE H THAT IS GREATER FOR MAXIMUM ALLOWABLE FILL HEIGHT.

PIPE WITH END SECTIONS

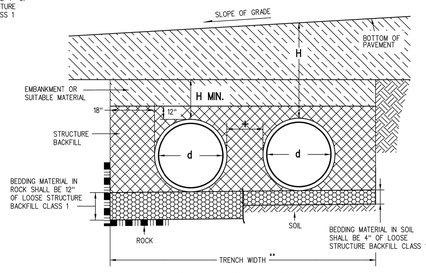


NOTE: USE THE H THAT IS GREATER FOR MAXIMUM ALLOWABLE FILL HEIGHT.

PIPE WITHOUT END SECTIONS

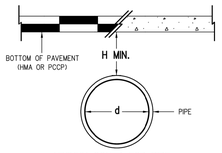
GENERAL NOTES

1. ALL PIPES SHALL MEET THE REQUIREMENTS OF AASHTO M294, TYPE S FOR HIGH DENSITY CORRUGATED POLYETHYLENE PIPE (HDPE) WITH SMOOTH INNER SURFACE.
2. WHEN A PIPE IS TO BE EXTENDED, THE SAME PIPE MATERIAL AND SIZE AS IN THE ORIGINAL INSTALLATION SHALL BE USED.
3. ADEQUATE COVER SHALL BE PROVIDED DURING CONSTRUCTION TO PROTECT THE PIPE FROM DAMAGE.
4. WHEN INSTALLING A GUARDRAIL OR A SIGN POST DIRECTLY ABOVE A PIPE, THE POST'S BOTTOM MUST BE AT LEAST 1 FOOT ABOVE THE TOP OF THE PIPE. THE HOLE FOR THE POST SHALL BE DRILLED INTO THE SOIL.
5. STRUCTURE BACKFILL MATERIAL SHALL BE CLASS 1.
6. FOR PIPES 24 INCHES OR LESS IN DIAMETER, H MIN. MAY BE REDUCED TO ONE FOOT FOR LOW VOLUME APPROACH ROADS NOT ON STATE HIGHWAYS.



INSTALLATION OF MULTIPLE PIPES

** TRENCH WIDTH ASSUMES STABLE IN-SITU SIDE WALL



MINIMUM COVER FOR PIPE

PIPE DIAMETER, d (IN.)	MINIMUM HEIGHT OF COVER, H MIN. (FT.)	MAXIMUM HEIGHT OF COVER, H (FT.)	
		95% COMPACTION	90% COMPACTION
12	2	27	19
15	2	29	20
18	2	24	17
24	2	21	15
30	2	18	12
36	2	20	13
42	2	19	13
48	3	17	12
60	3	20	13

MINIMUM AND MAXIMUM COVER

NOMINAL PIPE DIAMETER (IN.)	MINIMUM COVER (IN.) FOR INDICATED AXLE LOADS (KIPS)			
	18.0-50.0	50.0-75.0	75.0-110.0	110.0-150.0
24 - 36	24.0	30.0	36.0	36.0
42 - 48	36.0	36.0	42.0	48.0
54 - 60	36.0	36.0	42.0	48.0

AASHTO MINIMUM COVER FOR CONSTRUCTION LOADS

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Last Modification Date: 07/04/12	Initials: LTA
Full Path: www.coloradodot.info/business/designsupport	
Drawing File Name: 603040101.dgn	
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	

Sheet Revisions	
Date:	Comments

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Project Development Branch DD/LTA

CORRUGATED POLYETHYLENE PIPE (AASHTO M294)

STANDARD PLAN NO.
M-603-4
Sheet No. 1 of 1

Issued By: Project Development Branch on July 4, 2012

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PREPARED FOR:

EO INVESTMENTS LLC
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8160 BLAKELAND DR., UNIT B
LITTLETON, CO 80125
PH: (303) 471-5788
FAX:

#	DATE	REVISION DESCRIPTION	BY
1			
2			
3			
4			

project no.	2111.01	drawn by	
date	1/10/2024 – 11:23 am	designed by	
dwg.	10 – C1.10 – Storm Sewer Details.dwg	approved by	

ELIZABETH STREET PLAZA

STORM SEWER DETAILS

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303-888-6338
greg@kellydev.com

SHEET NUMBER
C1.10
SHEET 10
PROJECT NUMBER
2111

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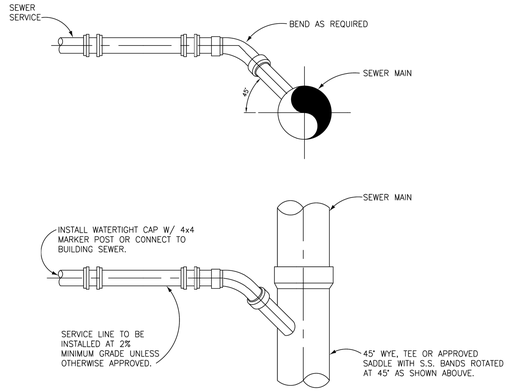

TOWN OF ELIZABETH

SEWER SERVICE
WYE CONNECTION

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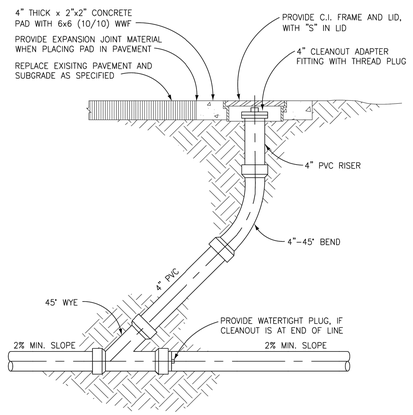
LAST REVISED: JUNE 2011	L2
WATER AND SEWER STANDARDS	

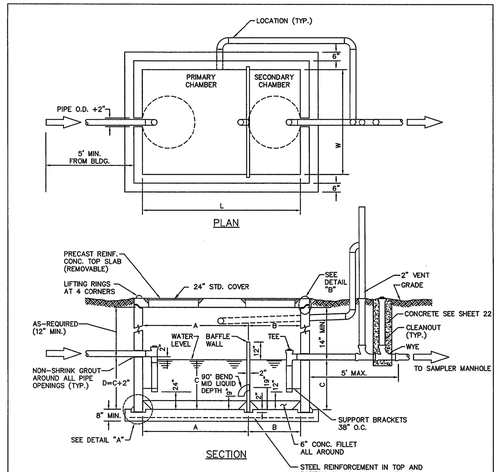


NOTE:
BEND & WYE TO BE GASKETED, NO GLUE JOINTS. PIPE MATERIAL AS SPECIFIED FOR SERVICE LINE.

TOWN OF ELIZABETH

SEWER SERVICE
LINE CLEANOUT

SCALE: NTS	DATE: JUNE 2011
LAST REVISED: JUNE 2011	L3
WATER AND SEWER STANDARDS	



CAPACITY CHART

TOTAL WATER CAP. APPROX. (GALLONS)	GREASE CAP. APPROX. (CU. FT.)	DIMENSIONS (INCHES) W	L	A	B	C	D
1190	61	72	96	64	32	40	42
1600	84	72	144	96	48	40	42
1840	103	72	144	96	48	46	48
2080	117	72	144	96	48	52	54
2560	150	72	144	96	48	64	68
3040	183	72	144	96	48	76	78
3280	202	72	144	96	48	82	84
3520	216	72	144	96	48	88	90

TOP OF VAULT BELOW FINISHED GRADE OR AT GRADE. IF BELOW GRADE, RING AND COVER SHALL BE ADJUSTED TO FINAL GRADE USING A MINIMUM OF 4" GRADE RING(S) AND A MAXIMUM OF 12" GRADE RING(S). FOR DEPTHS OVER 12" A MAN HOLE BARREL SECTION WILL BE REQUIRED, WITH A FLAT TOP FOR DEPTHS OF 4' OR LESS AND AN ECCENTRIC CONE TOP FOR DEPTHS GREATER THAN 4'

PARKER WATER & SANITATION DISTRICT

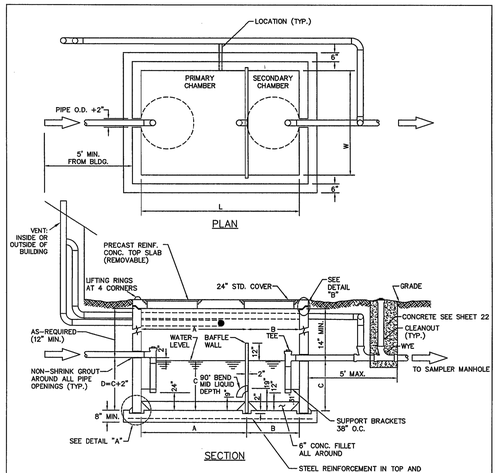
COMMERCIAL GREASE INTERCEPTOR

SHEET 1 OF 2

SCALE: NONE	DATE: 2/96
APPROVED: JFN	2/00 01/02
DISTRICT ENGINEER	

2008 REVISION

SHEET 29



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PARKER WATER & SANITATION DISTRICT

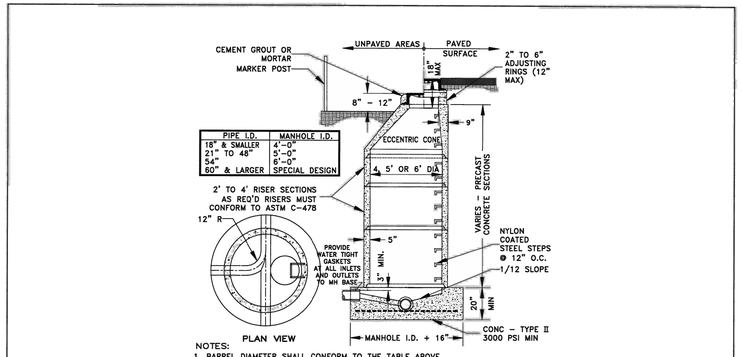
COMMERCIAL GREASE INTERCEPTOR

SHEET 2 OF 2

SCALE: NONE	DATE: 2/96
APPROVED: JFN	01/02
DISTRICT ENGINEER	

2008 REVISION

SHEET 30



NOTES:
1. BARREL DIAMETER SHALL CONFORM TO THE TABLE ABOVE.
2. FLAT CONCRETE MANHOLE TOPS MAY BE USED INSTEAD OF CONE SECTIONS WHERE RIM TO INVERT IS 7'-0" OR LESS.
3. SET EACH ADJUSTING RING IN A FULL BED OF BITUMINOUS MASTIC (RAMNECK) OR PLASTIC SEALING COMPOUND.
4. MANHOLE STEPS SHALL BE POSITIONED OVER THE BENCH IN A VERTICAL LINE.
5. ON STRAIGHT THROUGH GRADES, SEWER MAINS MAY BE LAID THROUGH THE MANHOLE & USED AS THE INVERT. THE TOP 1/2 PORTION OF THE PIPE SHALL BE CUT AWAY TO A NEAT LINE. ANY BROKEN EDGES SHALL BE PLASTERED SMOOTH WITH CONCRETE MORTAR. IF GRADE IS NOT STRAIGHT THROUGH, THE FLOWLINES AT THE BASE SHALL BE HAND FORMED WHEN THE BASE IS POURED. FLOWLINES SHALL BE GROUND SMOOTH WITH A CONCRETE FINISHING STONE.
6. GROUT ALL INSIDE JOINTS WITH CONCRETE MORTAR.
7. MANHOLE LID SHALL BE 1/4" TO 1/2" BELOW ASPHALT AND TIPPED TO CONFORM WITH PAVEMENT SLOPES.

Sheet Revisions Date	Comments

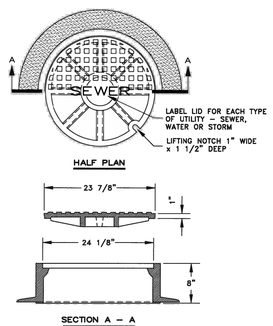
Town of Castle Rock COLORADO
100 N. Wilcox St.
Castle Rock, CO 80104
Phone: (720) 733-2200
Fax: (720) 733-2217
Development Services

SEWER MANHOLE

Issued By: Town of Castle Rock, Development Services March 31, 2010

DETAIL PLAN NO. SS-3

Sheet 1 of 3



NOTES:
1. CASTING SPECIFICATIONS: ASTM A-48 WITH A MINIMUM TENSILE STRENGTH OF 30,0000 PSI (CLASS 30). (NEENAH TYPE R-1706 RING & COVER OR EQUIVALENT).
2. TOTAL MINIMUM WEIGHT APPROXIMATELY 410 LBS.
3. DO NOT USE IN APPLICATIONS WHERE MANHOLES ARE WITHIN DRAINAGE WAYS.
4. STANDARD MANUFACTURER'S LETTERING SIZES & PATTERNS. (LETTERING SHALL BE CAST AS PART OF COVER).

Sheet Revisions Date	Comments

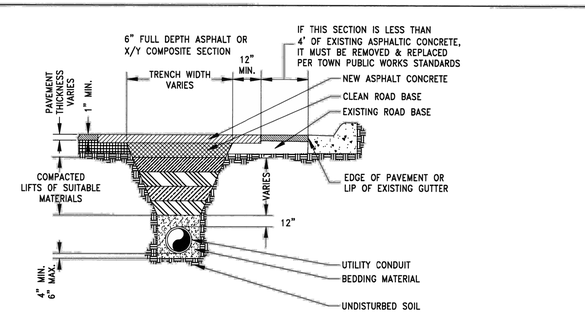
Town of Castle Rock COLORADO
100 N. Wilcox St.
Castle Rock, CO 80104
Phone: (720) 733-2200
Fax: (720) 733-2217
Development Services

SEWER MANHOLE
24" RING & COVER

Issued By: Town of Castle Rock, Development Services March 31, 2010

DETAIL PLAN NO. SS-4

Sheet 2 of 3



NOTES:
1. ALL TRENCHES SHALL BE BACKFILLED IN ACCORDANCE WITH THE ABOVE DETAIL UNLESS OTHERWISE SPECIFIED BY THE TOWN.
2. PRIOR TO PLACEMENT OF ASPHALT CONCRETE, PAVEMENT EDGE SHALL BE SAW CUT TO A CLEAN, VERTICAL & STRAIGHT EDGE.
3. 1-SAC SAND/CEMENT SLURRY MAY BE SUBSTITUTED FOR BACKFILL MATERIAL.
4. TRENCH WIDTH SHALL NOT BE MORE THAN 16" NOR LESS THAN 12" WIDER THAN THE DIAMETER OF THE PIPE.
5. USE #4 REBAR AT 2' CENTERS ALONG THE PERIMETER OF CONCRETE REPLACEMENT SECTIONS.
6. 95% COMPACTION IS REQUIRED ON ALL TRENCHING ZONES, BOTH IMPROVED & UNIMPROVED AREAS.
7. IN UNIMPROVED AREAS, ALL DISTURBED AREAS SHALL BE REGRADED, SEEDED & MULCHED.
8. IN CONCRETE ROADWAYS, A MINIMUM OF 1/2 PANEL WIDTH OR 10' x 5' SECTION WILL BE ALLOWED TO REMAIN, OTHERWISE THE ENTIRE CONCRETE PANEL MUST BE REPLACED.

Sheet Revisions Date	Comments

Town of Castle Rock COLORADO
100 N. Wilcox St.
Castle Rock, CO 80104
Phone: (720) 733-2200
Fax: (720) 733-2217
Development Services

SEWER
TRENCH DETAIL

Issued By: Town of Castle Rock, Development Services March 31, 2010

DETAIL PLAN NO. SS-8

Sheet 1 of 1

CAUTION NOTICE TO CONTRACTORS

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUCH CALL 811 AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATED ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.

PREPARED FOR:

EO INVESTMENTS LLC
SHANE ROTH
8160 BLAKELAND DR., UNIT B
LITTLETON, CO 80125
PH: (303) 471-5788
FAX:

#	DATE	REVISION DESCRIPTION	BY
1			
2			
3			
4			

project no.	2111.01	drawn by	
date	1/10/2024 - 11:23 am	designed by	
dwg.	11 - C1.11 - Sanitary Sewer Details.dwg	approved by	

ELIZABETH STREET PLAZA

SANITARY SEWER DETAILS

KELLY DEVELOPMENT SERVICES, LLC
9301 SCRUB OAK DR
LONE TREE, CO 80124
303-888-6338
greg@kellydev.com

SHEET NUMBER
C1.11
SHEET 11
PROJECT NUMBER
2111

[TBh.dwg]
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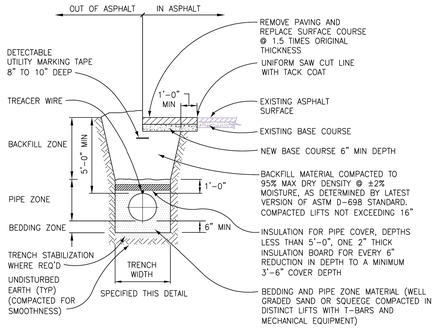


NOTE:
1. TRENCH SHALL CONFORM TO OSHA STANDARDS.

TRENCH WIDTH SHALL CONFORM TO THE FOLLOWING:

PIPE I.D.	MIN. WIDTH	MAX. WIDTH
4" OR SMALLER	1'-4"	2'-4"
6"	1'-6"	2'-6"
8"	1'-8"	2'-8"
12"	2'-0"	3'-0"
16"	2'-4"	3'-4"

TOWN OF ELIZABETH

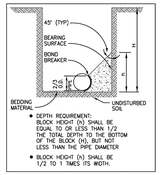
WATER PIPE TRENCH

SCALE: NTS | DATE: JUNE 2011

LAST REVISED: JUNE 2011 | WATER AND SEWER STANDARDS | **W1**

GENERAL:

1. ALL BURIED PIPING FITTINGS SHALL BE PROVIDED WITH CONCRETE THRUST BLOCKS AT ALL DIRECTION CHANGES UNLESS OTHERWISE NOTED.
2. IN ADDITION TO THRUST BLOCKS, ALL FITTINGS AND VALVES SHALL BE RESTRAINED FOR AT LEAST 40 FEET IN ALL DIRECTIONS. MEGALUGS MAY BE USED ON DIP AND PVC PIPE FOR RESTRAINT EXCEPT IN LOCATIONS WHERE FLEXIBLE JOINTS ARE REQUIRED.
3. CONCRETE THRUST BLOCKING TO BE POURED AGAINST UNDISTURBED EARTH OR STRUCTURAL BACKFILL.
4. KEEP CONCRETE CLEAR OF JOINT, BOLTS, NUTS, CLAMPS, AND OTHER ACCESSORIES.
5. THRUST BLOCKS SHALL NOT BE LOCATED OR SIZED TO ENCASE ADJACENT PIPES OR FITTINGS.
6. A BOND BREAKER SHALL BE PLACED BETWEEN THE PIPE AND THRUST BLOCK.
7. DO NOT COVER ANY BOLT CONNECTIONS.



TYPICAL CROSS SECTION

FITTING SIZE (IN)	A_1 TEE, WYE PLUG OR CAP (SF)	A_2 90° BEND (SF)	A_2 45° BEND (SF)	A_2 22 1/2° BEND (SF)	A_2 11 1/4° BEND (SF)
4	1.4	2.0	1.1	1.0	1.0
6	3.2	4.5	2.4	1.2	1.0
8	5.7	8.0	4.3	2.2	1.1
10	8.8	12.5	6.8	3.4	1.7
12	12.7	18.0	9.7	5.0	2.5
14	17.3	24.5	13.3	6.8	3.4
16	22.6	32.0	17.3	8.8	4.4
18	28.6	40.5	21.9	11.2	5.6
20	35.3	50.0	27.1	13.8	6.9
24	50.9	72.0	39.0	19.9	10.0

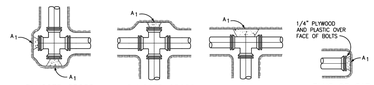
TABLE 1 – BEARING AREA OF THRUST BLOCKS IN SQUARE FEET (HORIZONTAL BENDS & VERTICAL UPWARD BENDS)

HORIZONTAL BENDS AND VERTICAL UPWARD BENDS:

1. BEARING AREAS (TABLE 1) BASED ON TEST PRESSURE OF 150 psi, AN ALLOWABLE SOIL BEARING PRESSURE OF 2,000 psf AND A SAFETY FACTOR OF 1.5, TO COMPUTE BEARING AREAS FOR DIFFERENT TEST PRESSURES AND SOIL BEARING PRESSURES, USE THE FOLLOWING EQUATION:

BEARING AREA = (TEST PRESSURE / 150 psi) x (2,000 / SOIL BEARING PRESSURE psf) x (TABLE 1 VALUE)

2. UNLESS OTHERWISE NOTED ON THE GENERAL DRAWINGS, IN THE GENERAL NOTES OR SPECIFICATIONS, USE SOIL BEARING PRESSURE = 2000 psf FOR THIS PROJECT.
3. BEARING AREA OF THRUST BLOCK SHALL NOT BE LESS THAN 1.0 SQUARE FOOT.
4. IF THE DEPTH REQUIREMENT (SEE TYPICAL CROSS SECTION) CAN NOT BE ACHIEVED, THE ENGINEER SHALL BE NOTIFIED.



PLUGGED CROSS | PLUGGED CROSS | TEE | PLUG OR CAP

BEND | TEE PLUGGED ON RUN | WYE

TOWN OF ELIZABETH

HORIZONTAL THRUST BLOCKS

SCALE: NTS | DATE: JUNE 2011

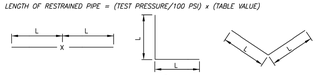
LAST REVISED: JUNE 2011 | WATER AND SEWER STANDARDS | **W2**

LENGTH OF RESTRAINED PIPE

PIPE SIZE	FITTING	90° BEND, TEE, PLUG, OR VALVE	45° BEND	22 1/2° BEND	11 1/4° BEND
4"	L	30'	9'	1'	–
6"	L	45'	13'	4'	–
8"	L	60'	18'	5'	1'
12"	L	90'	25'	7'	2'
14"	L	100'	28'	7'	2'
16"	L	110'	32'	8'	2'
20"	L	130'	39'	10'	3'
24"	L	150'	45'	12'	3'

NOTES:
1. LENGTH OF RESTRAINED PIPE MEASURED EACH WAY FROM VALVES AND BENDS.
2. BASED ON 100 PSI INTERNAL PRESSURE.
3. LENGTH REFERS TO THE AMOUNT OF PIPE WHICH MUST BE TIED TOGETHER.
4. FOR LENGTH OF RESTRAINED PIPE AT DIFFERENT TEST PRESSURES, USE THE FOLLOWING EQUATION:
5. IF A VALVE IS WITHIN DISTANCE "L" OF A FITTING, THE VALVE MUST BE TIED TO THAT FITTING.
6. CROSSES MUST BE RESTRAINED IN ALL APPLICABLE DIRECTIONS.
7. LENGTH OF RESTRAINED PIPE CHART IS ALSO FOR THE LENGTH OF JOINT RESTRAINT FOR MEGALUGS, OR OTHER RESTRAINT SYSTEM.

LENGTH OF RESTRAINED PIPE = (TEST PRESSURE/100 PSI) x (TABLE VALUE)



TEE OR VALVE | 90° BEND | BENDS

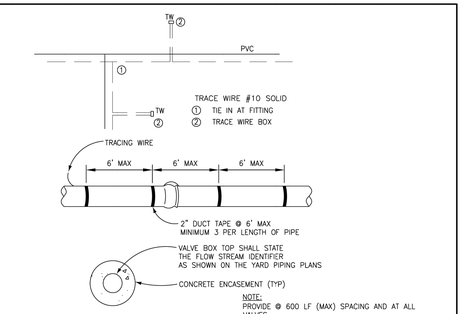
STANDARD THRUST BLOCKS

TOWN OF ELIZABETH

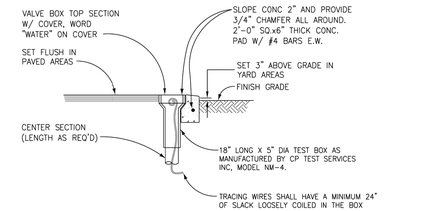
MECHANICAL THRUST RESTRAINT

SCALE: NTS | DATE: JUNE 2011

LAST REVISED: JUNE 2011 | WATER AND SEWER STANDARDS | **W4**



NOTE:
PROVIDE @ 600 LF (MAX) SPACING AND AT ALL VALVES.



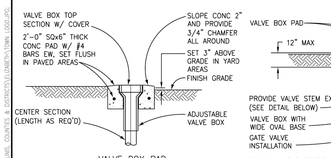
VALVE BOX PAD

TOWN OF ELIZABETH

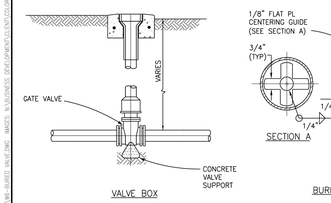
TRACER WIRE

SCALE: NTS | DATE: JUNE 2011

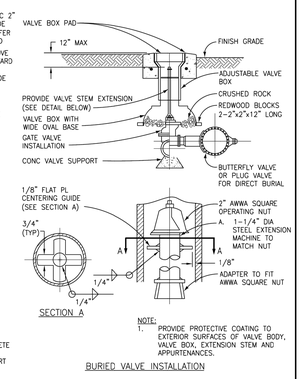
LAST REVISED: JUNE 2011 | WATER AND SEWER STANDARDS | **W5**



VALVE BOX PAD



VALVE BOX



NOTE:
1. PROVIDE PROTECTIVE COATING TO EXTERIOR SURFACES OF VALVE BODY, VALVE BOX, EXTENSION STEM AND APPURTENANCES.

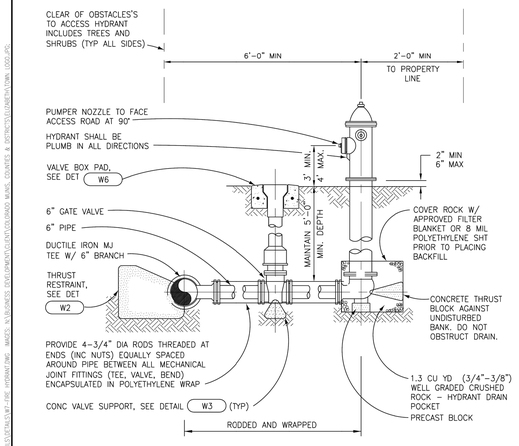
BURIED VALVE INSTALLATION

TOWN OF ELIZABETH

BURIED VALVES

SCALE: NTS | DATE: JUNE 2011

LAST REVISED: JUNE 2011 | WATER AND SEWER STANDARDS | **W6**



FIRE HYDRANT
NTS

TOWN OF ELIZABETH

FIRE HYDRANT

SCALE: NTS | DATE: JUNE 2011

LAST REVISED: JUNE 2011 | WATER AND SEWER STANDARDS | **W7**

CAUTION NOTICE TO CONTRACTORS

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PREPARED FOR:

EO INVESTMENTS LLC
SHANE ROTH
8160 BLAKELAND DR., UNIT B
LITTLETON, CO 80125
PH: (303) 471-5788
FAX:

#	DATE	REVISION DESCRIPTION	BY
1			
2			
3			
4			

project no.	2111.01	drawn by	
date	1/10/2024 – 11:22 am	designed by	
dwg.	12 – C1.12 – Water Details.dwg	approved by	

ELIZABETH STREET PLAZA

WATER CONSTRUCTION DETAILS

KELLY DEVELOPMENT SERVICES, LLC
9301 SCRUB OAK DR
LONE TREE, CO 80124
303-888-6338
greg@kellydev.com

SHEET NUMBER
C1.12
SHEET 12
PROJECT NUMBER
2111

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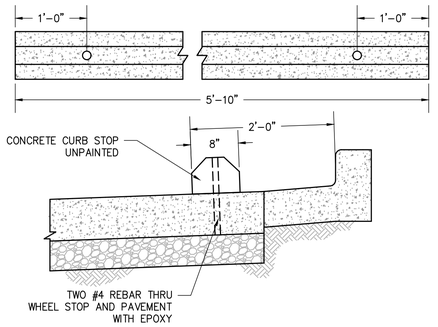
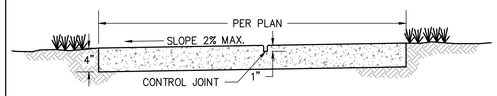
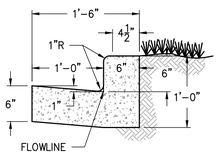


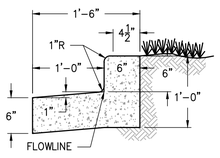
3 PRECAST WHEEL STOP
1"=1'



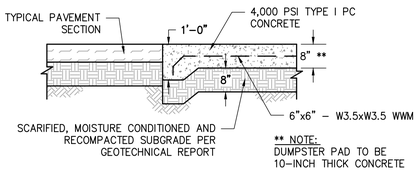
4 SIDEWALK
1"=1'



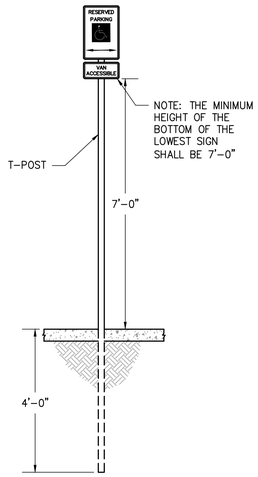
2 6" CURB & GUTTER CATCH
1"=1'



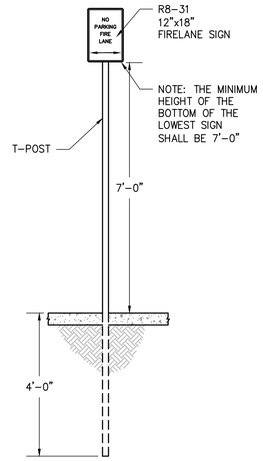
1 6" CURB & GUTTER SPILL
1"=1'



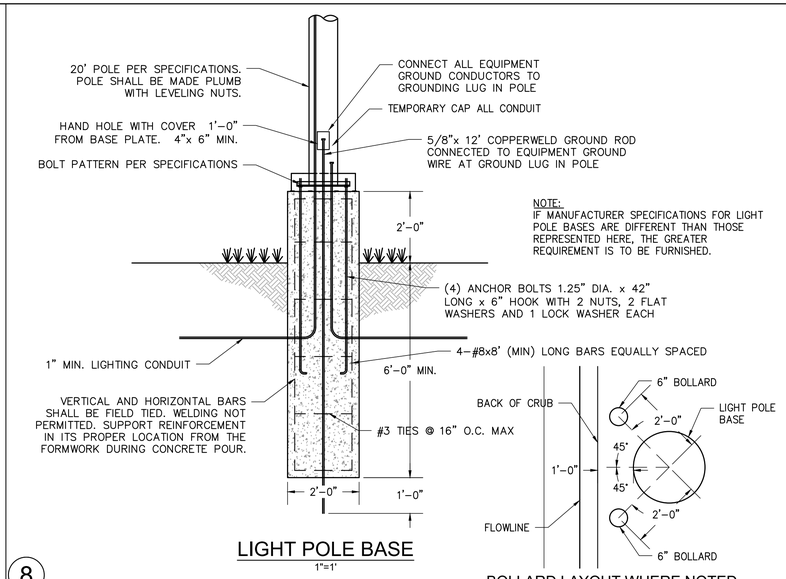
5 APRON & DUMPSTER PAVEMENT SECTION
1"=2'



6 ACCESSIBLE PARKING SIGN
1"=2'

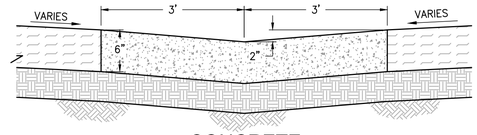


7 NO-PARKING FIRE LANE SIGN
1"=2'

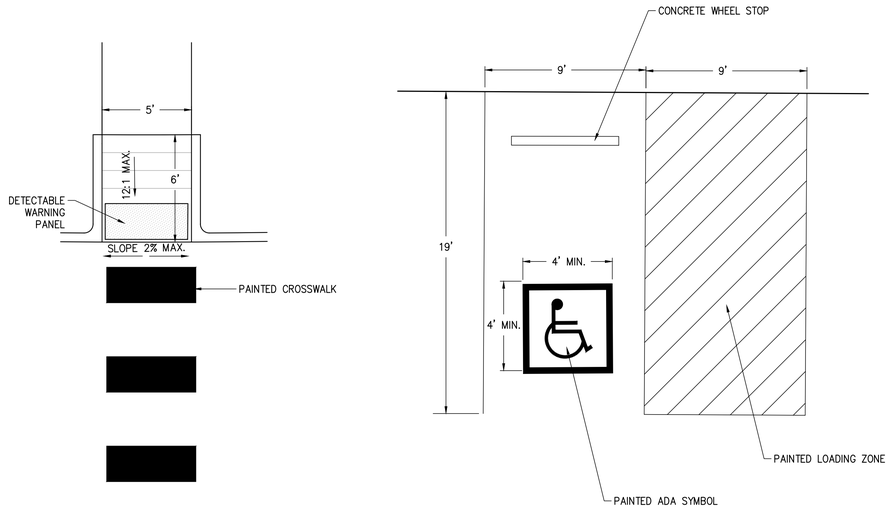


8 LIGHT POLE BASE
1"=1'

BOLLARD LAYOUT WHERE NOTED



9 CONCRETE PAN
1"=1'



10 TYPICAL ADA DETAILS
1"=2'

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PREPARED FOR:

EO INVESTMENTS LLC
SHANE ROTH
8160 BLAKELAND DR., UNIT B
LITTLETON, CO 80125
PH: (303) 471-5788
FAX:

#	DATE	REVISION DESCRIPTION	BY
1			
2			
3			
4			

project no.	2111.01	drawn by	
date	1/11/2024 – 7:52 am	designed by	
dwg.	13 – C1.13 – Site Details.dwg	approved by	

ELIZABETH STREET PLAZA

SITE CONSTRUCTION DETAILS

KELLY DEVELOPMENT SERVICES, LLC
9301 SCRUB OAK DR
LONE TREE, CO 80124
303-888-6338
greg@kellydev.com

SHEET NUMBER
C1.13
SHEET 13
PROJECT NUMBER
2111

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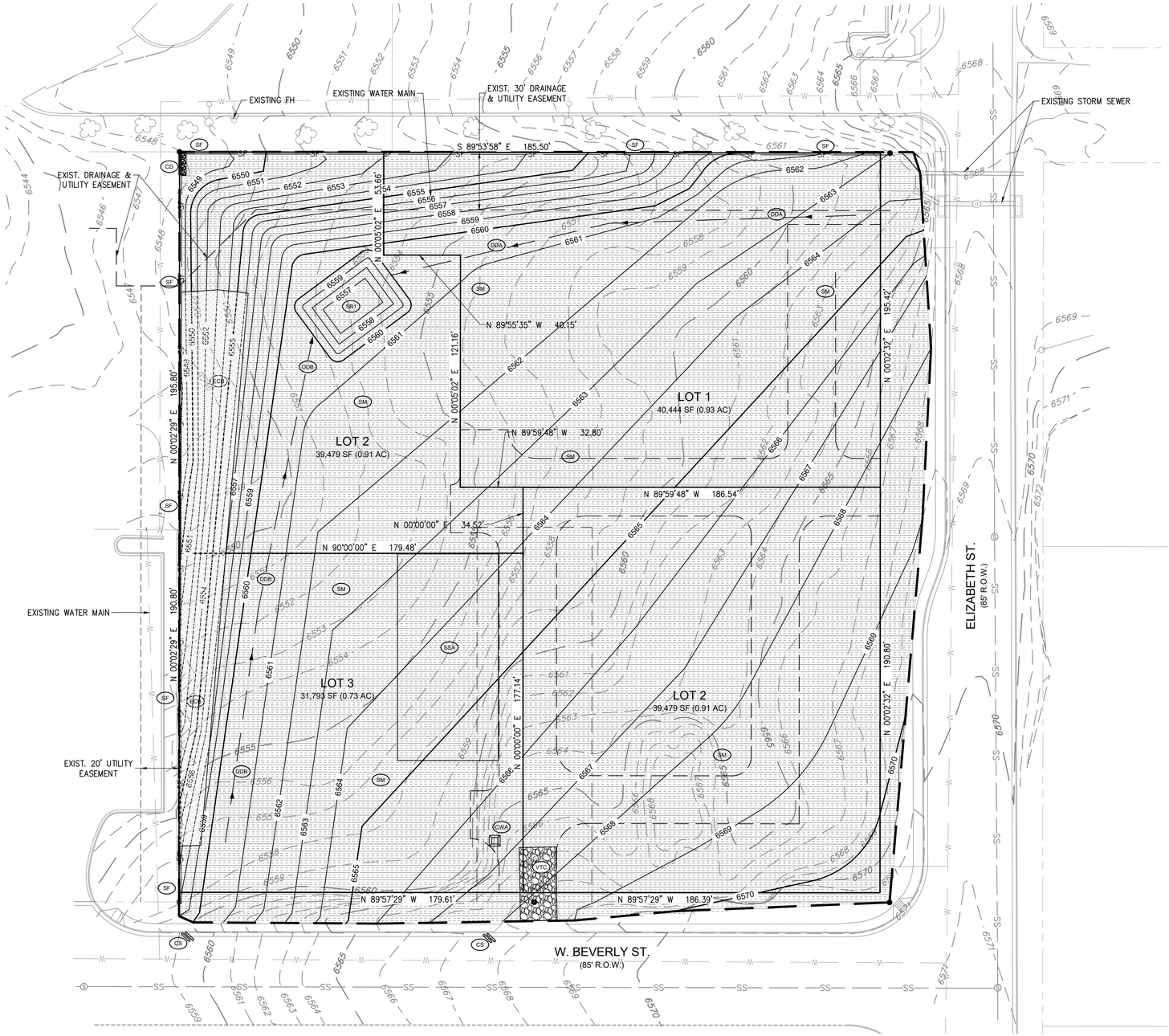

BMP LEGEND

- IP — INLET PROTECTION - ON GRADE
- IPS — SUMP INLET PROTECTION
- IPA — AREA INLET PROTECTION
- SF — SILT FENCE
- VTC — VEHICLE TRACKING CONTROL
- LOC — LIMITS OF CONSTRUCTION
- CWA — CONCRETE WASHOUT AREA
- SSA — STABILIZED STAGING AREA
- DD — DIVERSION DITCH
- CF — CONSTRUCTION FENCE.
- SB — SEDIMENT BASIN
- CS — CURB SOCKS
- RS — ROCK SOCKS
- SM — SEED AND MULCH
- ECB — EROSION CONTROL BLANKET
- ST — SEDIMENT TRAP
- SCL — SEDIMENT CONTROL LOG
- PL — PERMANENT LANDSCAPING

GRADING VOLUME TABLE		
CUT YD³	FILL YD³	NET YD³
0	24,700	24,700
TOTAL DISTURBED ACREAGE = 3.4 ACRES		

BMP APPROXIMATE QUANTITIES:

ECB	EROSION CONTROL BLANKET	735 SY
SB	SEDIMENT BASIN	1 EA
SF	SILT FENCE	760 LF
VTC	VEHICLE TRACKING CONTROL	1 EA
CD	CHECK DAM	15 LF
DD	DIVERSION DITCH	510 LF
SM	SEED AND MULCH	3.35 AC
SSA	STABLIZED STAGING AREA	630 SY
SSA	CONCRETE WASHOUT	1 EA

NORTH
GRAPHIC SCALE
30 0 15 30
1 INCH = 30 FEET

DIVERSION DITCH DESIGN PARAMETERS:

PER SECTION 3.17.6, DC GESC MANUAL:

	DITCH ID	DITCH LINING	LENGTH (ft)	DEPTH (ft)	BOTTOM WIDTH (ft)	TOP WIDTH (ft)
DD	A	EARTH	250	0.5	1.0	4.0
	B	EARTH	260	0.5	1.0	4.0

SEDIMENT BASIN DESIGN PARAMETERS:

REQUIRED VOL. = AREA (ac) x 1,800 cf/ac FOR TOTAL STORAGE
PER SECTION 3.17.10 AND TABLE 3-3, DC GESC MANUAL:

	DISTURBED AREA (ac)	REQ'D. VOL (cf)	BOTTOM WIDTH W (ft)	SPILLWAY CREST LENGTH (ft)	HOLE DIAMETER, HD (in)	NO. OF ORIFICE COLUMNS	BOTTOM HOLE ELEVATION
SB1	1.5	2,650	22	4	5/8	1	6557.0

TOWN OF ELIZABETH APPROVAL

PLANS ARE HEREBY APPROVED BY COMMUNITY DEVELOPMENT.

APPROVED BY: _____ _____
TOWN OF ELIZABETH COMMUNITY DEVELOPMENT — DATE

CAUTION NOTICE TO CONTRACTORS

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUCH CALL 811 AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATED ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.

PREPARED FOR:

EO INVESTMENTS LLC
SHANE ROTH
8160 BLAKELAND DR., UNIT B
LITTLETON, CO 80125
PH: (303) 471-5788
FAX:

#	DATE	REVISION DESCRIPTION	BY
1			
2			
3			
4			

project no.	2111.01	drawn by	
date	1/16/2024 – 11:10 am	designed by	
dwg.	14 – C2.1 – Initial GESC.dwg	approved by	

ELIZABETH STREET PLAZA

INITIAL GRADING AND SEDIMENT CONTROL PLAN

KELLY DEVELOPMENT SERVICES, LLC
9301 SCRUB OAK DR
LONE TREE, CO 80124
303-888-6338
greg@kellydev.com

SHEET NUMBER
C2.1
SHEET 14
PROJECT NUMBER
2111

[C-MA.dwg] [V-MA.dwg] [V-PN.dwg] [C-TO-OVL.dwg] [V-UT.dwg] [TBh.dwg] [LEGEND.dwg] [V-TO-OVL.dwg]
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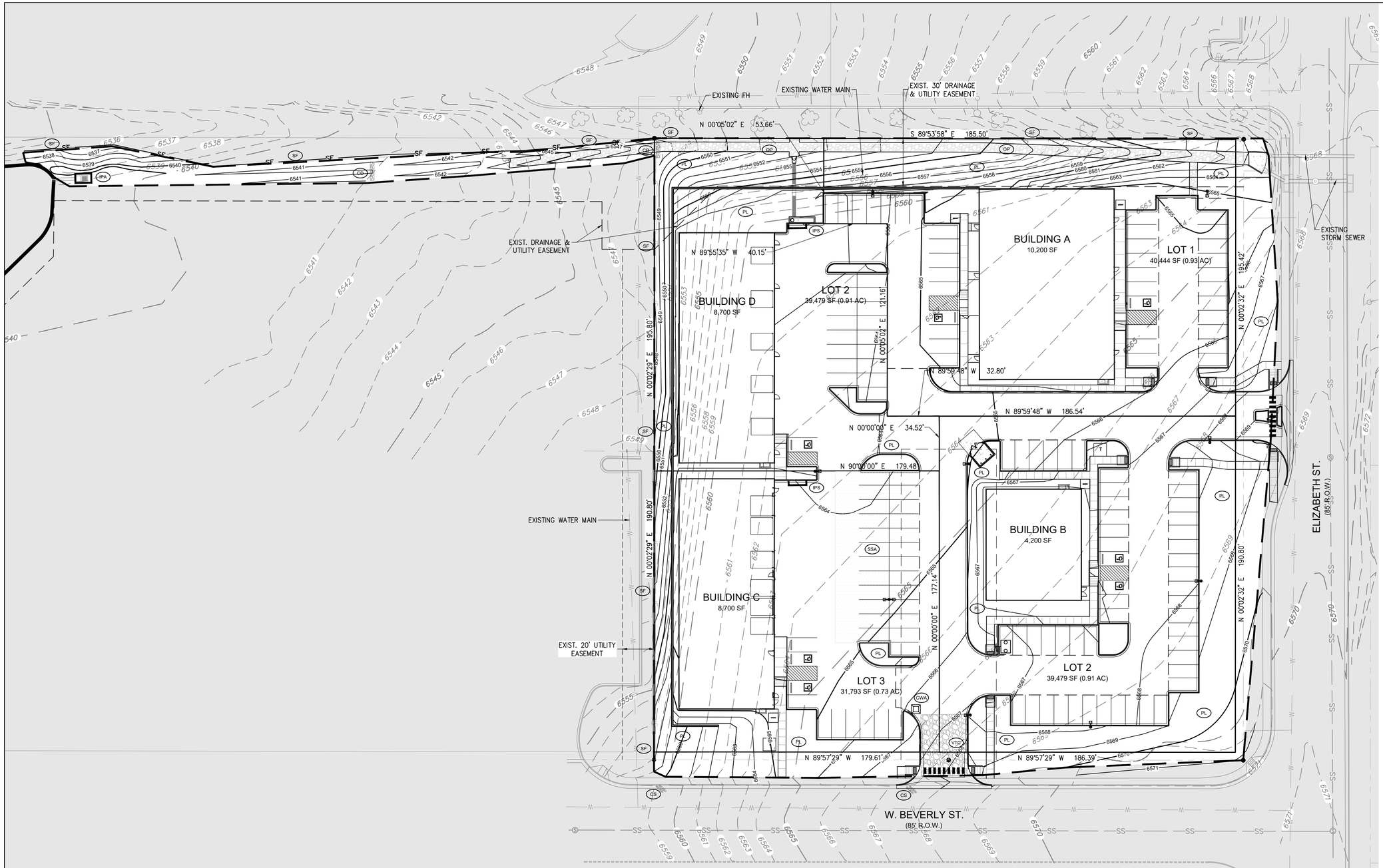

BMP LEGEND

IP	INLET PROTECTION - ON GRADE
IPS	SUMP INLET PROTECTION
IPA	AREA INLET PROTECTION
SF	SILT FENCE
VTC	VEHICLE TRACKING CONTROL
LOC	LIMITS OF CONSTRUCTION
CWA	CONCRETE WASHOUT AREA
SSA	STABILIZED STAGING AREA
DD	DIVERSION DITCH
CF	CONSTRUCTION FENCE.
SB	SEDIMENT BASIN
CS	CURB SOCKS
RS	ROCK SOCKS
SM	SEED AND MULCH
ECB	EROSION CONTROL BLANKET
ST	SEDIMENT TRAP
SCL	SEDIMENT CONTROL LOG
PL	PERMANENT LANDSCAPING

BMP APPROXIMATE QUANTITIES:

OP	OUTFALL PROTECTION	2 EA
IPS	SUMP INLET PROTECTION	3 EA
IPA	AREA INLET PROTECTION	2 EA
VTC	VEHICLE TRACKING CONTROL	1 EA
SF	SILT FENCE	390 LF

NORTH

GRAPHIC SCALE
30 0 15 30
1 INCH = 30 FEET

TOWN OF ELIZABETH APPROVAL

PLANS ARE HEREBY APPROVED BY COMMUNITY DEVELOPMENT.

APPROVED BY: _____ _____
TOWN OF ELIZABETH COMMUNITY DEVELOPMENT DATE

CAUTION NOTICE TO CONTRACTORS
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUCH CALL 811 AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATED ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.

PREPARED FOR:
EO INVESTMENTS LLC
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#	DATE	REVISION DESCRIPTION	BY
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project no.	2111.01	drawn by	
date	2/20/2024 – 7:29 am	designed by	
dwg.	15 – C2.2 – Interim–Final GESC.dwg	approved by	

ELIZABETH STREET PLAZA

INTERIM - FINAL GRADING AND SEDIMENT CONTROL PLAN

KELLY DEVELOPMENT SERVICES, LLC
9301 SCRUB OAK DR
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greg@kellydev.com

SHEET NUMBER
C2.2
SHEET 15
PROJECT NUMBER
2111

[C-MA.dwg] [V-MA.dwg] [V-PN.dwg] [V-TO.dwg] [V-UT.dwg] [TBh.dwg] [LEGEND.dwg] [C-TO.dwg] [C-PN.dwg] [C-UT.dwg]
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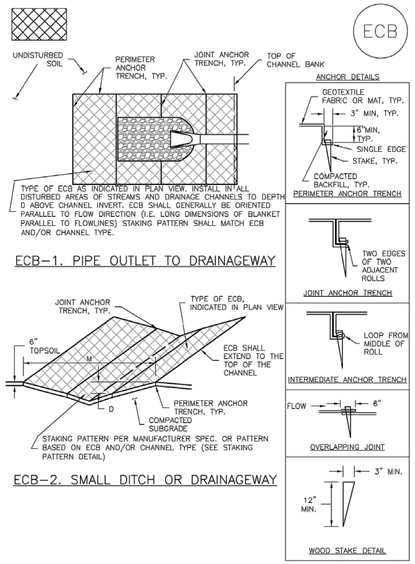
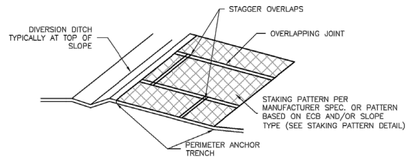
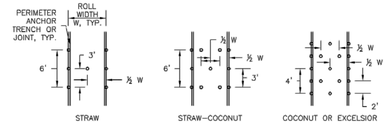
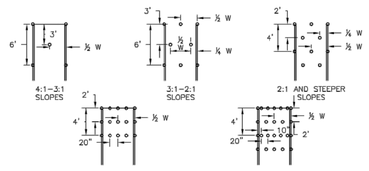




ECB-3. OUTSIDE OF DRAINAGEWAY



STAKING PATTERNS BY ECB TYPE



STAKING PATTERNS BY SLOPE OR CHANNEL TYPE

EROSION CONTROL BLANKET INSTALLATION NOTES

1. SEE PLAN VIEW FOR:
   -LOCATION OF ECB.
   -TYPE OF ECB (STRAW, STRAW-COCONUT, COCONUT, OR EXCELSIOR).
   -AREA, A, IN SQUARE YARDS OF EACH TYPE OF ECB.

2. 100% NATURAL AND BIODEGRADABLE MATERIALS ARE PREFERRED FOR RECPs, ALTHOUGH SOME JURISDICTIONS MAY ALLOW OTHER MATERIALS IN SOME APPLICATIONS.

3. IN AREAS WHERE ECBs ARE SHOWN ON THE PLANS, THE PERMITTEE SHALL PLACE TOPSOIL AND PERFORM FINAL GRADING, SURFACE PREPARATION, AND SEEDING AND MULCHING. SUBGRADE SHALL BE SMOOTH AND MOST PRIOR TO ECB INSTALLATION AND THE ECB SHALL BE IN FULL CONTACT WITH SUBGRADE. NO GAPS OR VOIDS SHALL EXIST UNDER THE BLANKET.

4. PERIMETER ANCHOR TRENCH SHALL BE USED ALONG THE OUTSIDE PERIMETER OF ALL BLANKET AREAS.

5. JOINT ANCHOR TRENCH SHALL BE USED TO JOIN ROLLS OF ECBs TOGETHER (LONGITUDINALLY AND TRANSVERSELY) FOR ALL ECBs EXCEPT STRAW WHICH MAY USE AN OVERLAPPING JOINT.

6. INTERMEDIATE ANCHOR TRENCH SHALL BE USED AT SPACING OF ONE-HALF ROLL LENGTH FOR COCONUT AND EXCELSIOR ECBs.

7. OVERLAPPING JOINT DETAIL SHALL BE USED TO JOIN ROLLS OF ECBs TOGETHER FOR ECBs ON SLOPES.

8. MATERIAL SPECIFICATIONS OF ECBs SHALL CONFORM TO TABLE ECB-1.

9. ANY AREAS OF SEEDING AND MULCHING DISTURBED IN THE PROCESS OF INSTALLING ECBS SHALL BE RESEEDED AND MULCHED.

10. DETAILS ON DESIGN PLANS FOR MAJOR DRAINAGEWAY STABILIZATION WILL GOVERN IF DIFFERENT FROM THOSE SHOWN HERE.

TABLE ECB-1. ECB MATERIAL SPECIFICATIONS

TYPE	COCONUT CONTENT	STRAW CONTENT	EXCELSIOR CONTENT	RECOMMENDED NETTING**
STRAW*	–	100%	–	DOUBLE/ NATURAL
STRAW-COCONUT	30% MIN	70% MAX	–	DOUBLE/ NATURAL
COCONUT	100%	–	–	DOUBLE/ NATURAL
EXCELSIOR	–	–	100%	DOUBLE/ NATURAL

*STRAW ECBs MAY ONLY BE USED OUTSIDE OF STREAMS AND DRAINAGE CHANNEL.
**ALTERNATE NETTING MAY BE ACCEPTABLE IN SOME JURISDICTIONS

EROSION CONTROL BLANKET MAINTENANCE NOTES

1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.

2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.

3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.

4. ECBs SHALL BE LEFT IN PLACE TO EVENTUALLY BIODEGRADE, UNLESS REQUESTED TO BE REMOVED BY THE LOCAL JURISDICTION.

5. ANY ECB PULLED OUT, TORN, OR OTHERWISE DAMAGED SHALL BE REPAIRED OR REINSTALLED. ANY SUBGRADE AREAS BELOW THE GEOTEXTILE THAT HAVE ERODED TO CREATED A VOID UNDER THE BLANKET, OR THAT REMAIN DEVOID OF GRASS SHALL BE REPAIRED, RESEEDED AND MULCHED AND THE ECB REINSTALLED.

NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

(DETAILS ADAPTED FROM DOUGLAS COUNTY, COLORADO AND TOWN OF PARKER COLORADO, NOT AVAILABLE IN AUTOCAD)

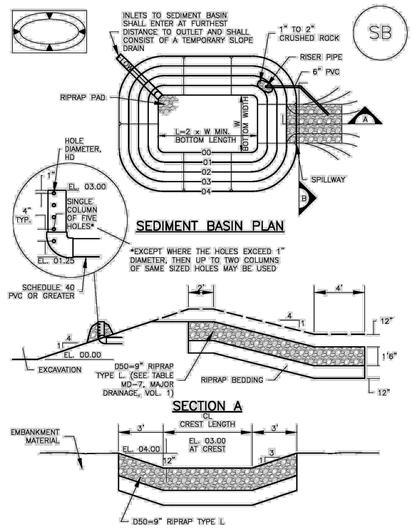


TABLE SB-1. SIZING INFORMATION FOR STANDARD SEDIMENT BASIN

Upstream Drainage Area (rounded to nearest acre), (ac)	Basin Bottom Width (W), (ft)	Spillway Crest Length (CL), (ft)	Hole Diameter (HD), (in)
1	12 ½	2	9/32
2	21	3	13/64
3	28	5	½
4	33 ½	6	9/16
5	38 ½	8	25/32
6	43	9	25/32
7	47 ¼	11	29/32
8	51	12	29/32
9	55	13	⅞
10	58 ¼	15	15/16
11	61	16	31/32
12	64	18	1
13	67 ½	19	1 1/16
14	70 ½	21	1 ⅛
15	73 ¼	22	1 3/16

SEDIMENT BASIN INSTALLATION NOTES

1. SEE PLAN VIEW FOR:
   -LOCATION OF SEDIMENT BASIN.
   -TYPE OF BASIN (STANDARD BASIN OR NONSTANDARD BASIN).
   -FOR STANDARD BASIN, BOTTOM WIDTH W, CREST LENGTH CL, AND HOLE DIAMETER, HD.
   -FOR NONSTANDARD BASIN, SEE CONSTRUCTION DRAWINGS FOR DESIGN OF BASIN INCLUDING RISER HEIGHT H, NUMBER OF COLUMNS N, HOLE DIAMETER HD AND PIPE DIAMETER D.

2. FOR STANDARD BASIN, BOTTOM DIMENSION MAY BE MODIFIED AS LONG AS BOTTOM AREA IS NOT REDUCED.

3. SEDIMENT BASINS SHALL BE INSTALLED PRIOR TO ANY OTHER LAND-DISTURBING ACTIVITY THAT RELIES ON ON BASINS AS AS A STORMWATER CONTROL.

4. EMBANKMENT MATERIAL SHALL CONSIST OF SOIL FREE OF DEBRIS, ORGANIC MATERIAL, AND ROCKS OR CONCRETE GREATER THAN 3 INCHES AND SHALL HAVE A MINIMUM OF 15 PERCENT BY WEIGHT PASSING THE NO. 200 SIEVE.

5. EMBANKMENT MATERIAL SHALL BE COMPACTED TO AT LEAST 95 PERCENT OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D698.

6. PIPE SCH 40 OR GREATER SHALL BE USED.

7. THE DETAILS SHOWN ON THESE SHEETS PERTAIN TO STANDARD SEDIMENT BASIN(S) FOR DRAINAGE AREAS LESS THAN 15 ACRES. SEE CONSTRUCTION DRAWINGS FOR EMBANKMENT, STORAGE VOLUME, SPILLWAY, OUTLET, AND OUTLET PROTECTION DETAILS FOR ANY SEDIMENT BASIN(S) THAT HAVE BEEN INDIVIDUALLY DESIGNED FOR DRAINAGE AREAS LARGER THAN 15 ACRES.

SEDIMENT BASIN MAINTENANCE NOTES

1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.

2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.

3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.

4. SEDIMENT ACCUMULATED IN BASIN SHALL BE REMOVED AS NEEDED TO MAINTAIN BMP EFFECTIVENESS, TYPICALLY WHEN SEDIMENT DEPTH REACHES ONE FOOT (I.E., TWO FEET BELOW THE SPILLWAY CREST).

5. SEDIMENT BASINS ARE TO REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS STABILIZED AND GRASS COVER IS ACCEPTED BY THE LOCAL JURISDICTION.

6. WHEN SEDIMENT BASINS ARE REMOVED, ALL DISTURBED AREAS SHALL BE COVERED WITH TOPSOIL, SEEDED AND MULCHED OR OTHERWISE STABILIZED AS APPROVED BY LOCAL JURISDICTION.

(DETAILS ADAPTED FROM DOUGLAS COUNTY, COLORADO)

NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

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PREPARED FOR:
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#	DATE	REVISION DESCRIPTION	BY
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project no. 2111.01 drawn by
date 1/16/2024 – 11:07 am designed by
dwg. 16 – C2.3 – CBMP Details.dwg approved by

ELIZABETH STREET PLAZA

CBMP DETAILS

KELLY DEVELOPMENT SERVICES, LLC
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303-888-6338
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SHEET NUMBER
C2.3
SHEET 16
PROJECT NUMBER
2111

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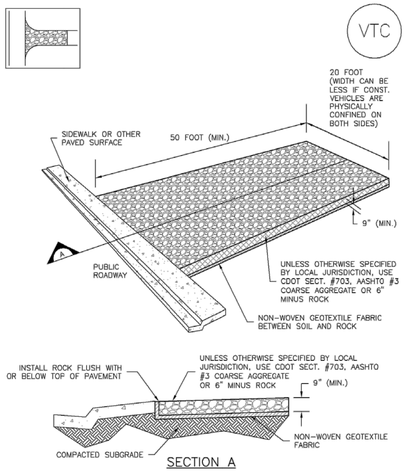
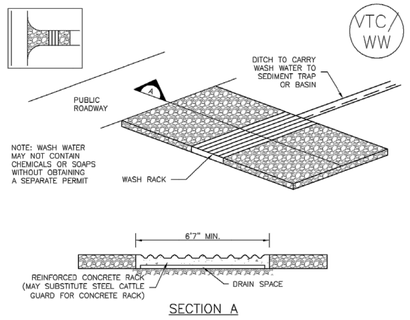
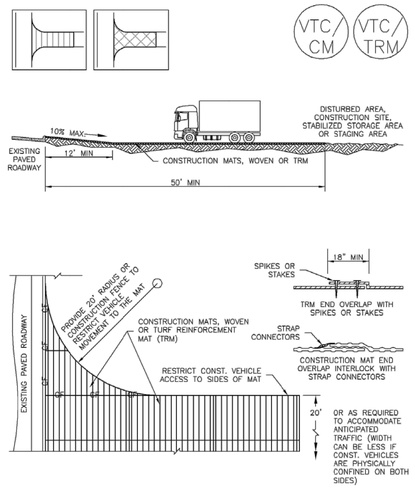


VTC–1. AGGREGATE VEHICLE TRACKING CONTROL



VTC–2. AGGREGATE VEHICLE TRACKING CONTROL WITH WASH RACK



VTC–3. VEHICLE TRACKING CONTROL W/ CONSTRUCTION MAT OR TURF REINFORCEMENT MAT (TRM)

STABILIZED CONSTRUCTION ENTRANCE/EXIT INSTALLATION NOTES

1. SEE PLAN VIEW FOR
   –LOCATION OF CONSTRUCTION ENTRANCE(S)/EXIT(S).
   –TYPE OF CONSTRUCTION ENTRANCE(S)/EXITS(S) (WITH/WITHOUT WHEEL WASH, CONSTRUCTION MAT OR TRM).

2. CONSTRUCTION MAT OR TRM STABILIZED CONSTRUCTION ENTRANCES ARE ONLY TO BE USED ON SHORT DURATION PROJECTS (TYPICALLY RANGING FROM A WEEK TO A MONTH) WHERE THERE WILL BE LIMITED VEHICULAR ACCESS.

3. A STABILIZED CONSTRUCTION ENTRANCE/EXIT SHALL BE LOCATED AT ALL ACCESS POINTS WHERE VEHICLES ACCESS THE CONSTRUCTION SITE FROM PAVED RIGHT–OF–WAYS.

4. STABILIZED CONSTRUCTION ENTRANCE/EXIT SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITIES.

5. A NON–WOVEN GEOTEXTILE FABRIC SHALL BE PLACED UNDER THE STABILIZED CONSTRUCTION ENTRANCE/EXIT PRIOR TO THE PLACEMENT OF ROCK.

6. UNLESS OTHERWISE SPECIFIED BY LOCAL JURISDICTION, ROCK SHALL CONSIST OF DOT SECT. #703, AASHTO #3 COARSE AGGREGATE OR 6" (MINUS) ROCK.

STABILIZED CONSTRUCTION ENTRANCE/EXIT MAINTENANCE NOTES

1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.

2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.

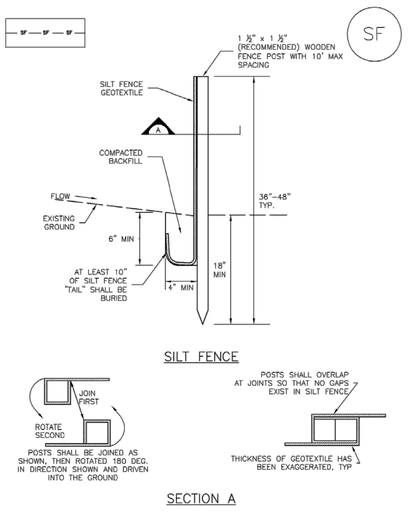
3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.

4. ROCK SHALL BE REAPPLIED OR REGRADED AS NECESSARY TO THE STABILIZED ENTRANCE/EXIT TO MAINTAIN A CONSISTENT DEPTH.

5. SEDIMENT TRACKED ONTO PAVED ROADS IS TO BE REMOVED THROUGHOUT THE DAY AND AT THE END OF THE DAY BY SHOVELING OR SWEEPING. SEDIMENT MAY NOT BE WASHED DOWN STORM SEWER DRAINS.

NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

(DETAILS ADAPTED FROM CITY OF BROOMFIELD, COLORADO, NOT AVAILABLE IN AUTOCAD)



SF–1. SILT FENCE

SILT FENCE INSTALLATION NOTES

1. SILT FENCE MUST BE PLACED AWAY FROM THE TOE OF THE SLOPE TO ALLOW FOR WATER PONDING. SILT FENCE AT THE TOE OF A SLOPE SHOULD BE INSTALLED IN A FLAT LOCATION AT LEAST SEVERAL FEET (2–5 FT) FROM THE TOE OF THE SLOPE TO ALLOW ROOM FOR PONDING AND DEPOSITION.

2. A UNIFORM 6" X 4" ANCHOR TRENCH SHALL BE EXCAVATED USING TRENCHER OR SILT FENCE INSTALLATION DEVICE. NO ROAD GRADERS, BACKHOES, OR SIMILAR EQUIPMENT SHALL BE USED.

3. COMPACT ANCHOR TRENCH BY HAND WITH A "JUMPING JACK" OR BY WHEEL ROLLING. COMPACTION SHALL BE SUCH THAT SILT FENCE RESISTS BEING PULLED OUT OF ANCHOR TRENCH BY HAND.

4. SILT FENCE SHALL BE PULLED TIGHT AS IT IS ANCHORED TO THE STAKES. THERE SHOULD BE NO NOTICEABLE SAG BETWEEN STAKES AFTER IT HAS BEEN ANCHORED TO THE STAKES.

5. SILT FENCE FABRIC SHALL BE ANCHORED TO THE STAKES USING 1" HEAVY DUTY STAPLES OR NAILS WITH 1" HEADS. STAPLES AND NAILS SHOULD BE PLACED 3" ALONG THE FABRIC DOWN THE STAKE.

6. AT THE END OF A RUN OF SILT FENCE ALONG A CONTOUR, THE SILT FENCE SHOULD BE TURNED PERPENDICULAR TO THE CONTOUR TO CREATE A "J–HOOK". THE "J–HOOK" EXTENDING PERPENDICULAR TO THE CONTOUR SHOULD BE OF SUFFICIENT LENGTH TO KEEP RUNOFF FROM FLOWING AROUND THE END OF THE SILT FENCE (TYPICALLY 10' – 20').

7. SILT FENCE SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITIES.

SILT FENCE MAINTENANCE NOTES

1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.

2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.

3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.

4. SEDIMENT ACCUMULATED UPSTREAM OF THE SILT FENCE SHALL BE REMOVED AS NEEDED TO MAINTAIN THE FUNCTIONALITY OF THE BMP, TYPICALLY WHEN DEPTH OF ACCUMULATED SEDIMENTS IS APPROXIMATELY 6".

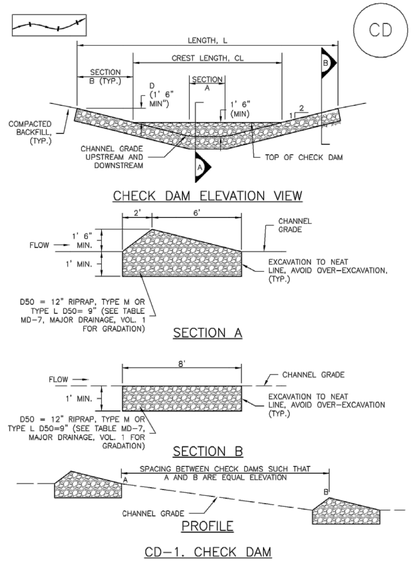
5. REPAIR OR REPLACE SILT FENCE WHEN THERE ARE SIGNS OF WEAR, SUCH AS SAGGING, TEARING, OR COLLAPSE.

6. SILT FENCE IS TO REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS STABILIZED AND APPROVED BY THE LOCAL JURISDICTION, OR IS REPLACED BY AN EQUIVALENT PERIMETER SEDIMENT CONTROL BMP.

7. WHEN SILT FENCE IS REMOVED, ALL DISTURBED AREAS SHALL BE COVERED WITH TOPSOIL, SEEDED AND MULCHED OR OTHERWISE STABILIZED AS APPROVED BY LOCAL JURISDICTION.

(DETAIL ADAPTED FROM TOWN OF PARKER, COLORADO AND CITY OF AURORA, NOT AVAILABLE IN AUTOCAD)

NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.



CD–1. CHECK DAM

CHECK DAM INSTALLATION NOTES

1. SEE PLAN VIEW FOR:
   –LOCATION OF CHECK DAMS.
   –CHECK DAM TYPE (CHECK DAM OR REINFORCED CHECK DAM).
   –LENGTH (L), CREST LENGTH (CL), AND DEPTH (D).

2. CHECK DAMS INDICATED ON INITIAL SWMP SHALL BE INSTALLED AFTER CONSTRUCTION FENCE, BUT PRIOR TO ANY UPSTREAM LAND DISTURBING ACTIVITIES.

3. RIPRAP UTILIZED FOR CHECK DAMS SHOULD BE OF APPROPRIATE SIZE FOR THE APPLICATION. TYPICAL TYPES OF RIPRAP USED FOR CHECK DAMS ARE TYPE M (D50 12") OR TYPE L (D50 9").

4. RIPRAP PAD SHALL BE TRENCHED INTO THE GROUND A MINIMUM OF 1'.

5. THE ENDS OF THE CHECK DAM SHALL BE A MINIMUM OF 1' 6" HIGHER THAN THE CENTER OF THE CHECK DAM.

CHECK DAM MAINTENANCE NOTES

1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.

2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.

3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.

4. SEDIMENT ACCUMULATED UPSTREAM OF THE CHECK DAMS SHALL BE REMOVED WHEN THE SEDIMENT DEPTH IS WITHIN ½ OF THE HEIGHT OF THE CREST.

5. CHECK DAMS ARE TO REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS STABILIZED AND APPROVED BY THE LOCAL JURISDICTION.

6. WHEN CHECK DAMS ARE REMOVED, EXCAVATIONS SHALL BE FILLED WITH SUITABLE COMPACTED BACKFILL. DISTURBED AREA SHALL BE SEEDED AND MULCHED AND COVERED WITH GEOTEXTILE OR OTHERWISE STABILIZED IN A MANNER APPROVED BY THE LOCAL JURISDICTION.

(DETAILS ADAPTED FROM DOUGLAS COUNTY, COLORADO, NOT AVAILABLE IN AUTOCAD)

NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

CAUTION NOTICE TO CONTRACTORS
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUCH CALL 811 AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATED ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.

PREPARED FOR:
EO INVESTMENTS LLC
SHANE ROTH
8160 BLAKELAND DR., UNIT B
LITTLETON, CO 80125
PH: (303) 471-5788
FAX:

#	DATE	REVISION DESCRIPTION	BY
1			
2			
3			
4			

project no.	2111.01	drawn by	
date	1/16/2024 – 11:11 am	designed by	
dwg.	17 – C2.4 – CBMP Details.dwg	approved by	

ELIZABETH STREET PLAZA

CBMP DETAILS

KELLY DEVELOPMENT SERVICES, LLC
9301 SCRUB OAK DR
LONE TREE, CO 80124
303-888-6338
greg@kellydev.com

SHEET NUMBER
C2.4
SHEET 17
PROJECT NUMBER
2111

[TBh.dwg]
Drawing name: D:\Projects\2111 ELZ\C3D\Sheet\CD\17 – C2.4 – CBMP Details.dwg Jan 16, 2024 – 11:11am

ENGINEER'S OPINION OF PROBABLE COST					
ELIZABETH STREET PLAZA					
PUBLIC IMPROVEMENTS					
		Qty	Unit	Unit Cost	Cost
1	Storm Sewer Improvements				
a	Type C Inlet	1	ea	$3,500.00	$ 3,500.00
b	Type VL Riprap	245	sy	$ 50.00	$ 12,250.00
2	Street Improvements				
a	6" Curb and Gutter	219	lf	$ 28.00	$ 6,132.00
b	5' Detached Sidewalk	98	lf	$ 24.00	$ 2,352.00
d	ADA Ramp	4	ea	$ 2,800.00	$ 11,200.00
e	Concrete Cross Pan	2	ea	$ 3,500.00	$ 7,000.00
f	Asphalt Paving	36	ton	$ 96.00	$ 3,484.44
g	Sawcut Existing Pavement	139	lf	$ 5.00	$ 695.00
3	Sanitary Sewer				
a	8" SDR 35 PVC Pipe	257	lf	$ 36.00	$ 9,252.00
b	4' Dia. Manhole	2	ea	$ 4,900.00	$ 9,800.00
4	Water Improvements				
a	8" C900 PVC	575	lf	$ 36.50	$ 20,987.50
b	8" Gate Valve	5	ea	$ 1,800.00	$ 9,000.00
c	8"x 8"x 8" Tee	1	ea	$ 560.00	$ 560.00
d	8" Fitting w/ TB	4	ea	$ 700.00	$ 2,800.00
e	8"x 8"x 6" Tee	2	ea	$ 560.00	$ 1,120.00
f	6" Gate Valve	2	ea	$ 1,500.00	$ 3,000.00
g	6" D.I.P.	23	lf	$ 28.50	$ 655.50
h	Fire Hydrant Assembly	2	ea	$ 5,750.00	$ 11,500.00
i	8"x 8"x4" Tee	4	ea	$ 560.00	$ 2,240.00
j	4" Gate Valve	4	ea	$ 1,200.00	$ 4,800.00
	Subtotal				$ 122,328.44
	15% Contingency				$ 18,349.27
	TOTAL				**$ 140,677.71**

FINAL DRAINAGE REPORT

ELIZABETH STREET PLAZA, 2nd AMENDMENT

Elizabeth, CO

PREPARED FOR OWNER/DEVELOPER:

EO INVESTMENTS, LLC
8160 Blakeland Dr., Unit B
Littleton, CO 80125
Phone: 303-471-5788
Contact: Shane Roth
Email: shaneroth@frontrangewindow.com

PREPARED BY:

KELLY DEVELOPMENT SERVICES, LLC
9301 Scrub Oak Drive
Lone Tree, Colorado 80124
Phone: 303-888-6338
Contact: Greg Kelly, PE
Email: greg@kellydev.com

February 5, 2024

This report for the final drainage design of Elizabeth Street Plaza, 2nd Amendment, was prepared by me (or under my direct supervision) in accordance with the provisions of Town of Elizabeth Storm Drainage Design and Technical Criteria and was designed to comply with the provisions thereof. I understand that the Town of Elizabeth does not and will not assume liability for drainage facilities designed by others.

PREPARED UNDER THE DIRECT SUPERVISION OF
GREGORY S. KELLY, PE COLORADO LIC. #15813
FOR AND ON BEHALF OF KELLY DEVELOPMENT SERVICES, LLC

Greg Kelly

Greg Kelly, P.E.
Registered Professional Engineer
State of Colorado No. 15813

EO Investments, LLC hereby affirms that the drainage facilities for Elizabeth Street Plaza, 2nd Amendment shall be constructed according to the design presented in this report and plan. I understand that the Town of Elizabeth does not and will not assume liability for drainage facilities designed and/or certified by my engineer. I understand that the Town of Elizabeth reviews drainage reports and plans but cannot, on behalf of (Name of Developer) and/or their successors and/or assigns, absolve same of future liability for improper design.

SIGNATURE: _____

NAME: SHANE ROTH

TITLE: MANAGER

III. DRAINAGE DESIGN CRITERIA

A. Regulations

The Town of Elizabeth Storm Drainage Design and Technical Criteria Manual and the Mile High Flood District's Urban Storm Drainage Design Criteria Manuals were followed in the design of the stormwater facilities for the project. MHFD's spreadsheets UD-Culvert_v3.05 and UD-Inlet_v3.14 were used in calculating pipe sizing and inlet capacities in this report.

C. Hydrological Criteria

1. The Point Precipitation Frequency Table from NOAA Atlas 14 was used for the 1-hour design flow storm depth. These depths are:
   - 2-year: 0.86 inches
   - 5-year: 1.15 inches
   - 10-year: 1.40 inches
   - 100-year: 2.40 inches
2. Stormwater facilities are designed for the 5-year and 100-year rainfall events.
3. Runoff was calculated using the Rational method.

D. Hydraulic Criteria

1. Storm sewers and storm inlets were designed using MHFD's spreadsheets UD-Culvert_v3.05 and UD-Inlet_v3.14.

IV. DRAINAGE FACILITY DESIGN

A. General Proposed Concept

1. Runoff will surface flow from the building roofs, parking lot and access drive pavement either to several inlets where it will be captured and conveyed in storm sewers to the drainage swale.
2. The proposed drainage patterns will be from south to north.

B. Specific Detail

1. Site improvements and grading has created 6 sub-basins on the property. These sub-basins are:
   a. Sub-basin A covers a majority of the site of the site. It is 2.46 acres consisting of building roof, access drive and parking lot pavement and landscaping. The basin also contains a small portion of the Beverly Street ROW that flows onto the site. Runoff will surface flow northwesterly to a 15' Type R inlet in the northeast corner of the parking lot for Building D. Flows are then piped to the drainage swale along the north property line. Riprap provides erosion control at the discharge point from the storm sewer.
   b. Sub-basin B is in the southeast corner of the site. It is 0.58 acres consisting mostly of building roof, and access and parking lot pavement. The basin also contains a small portion of the Elizabeth Street ROW that flows onto the site. Runoff surface flows northerly to a 5' wide curb opening and riprap rundown near the north end of the parking lot for Building A. Runoff flows to the drainage swale along the north property line that is conveying the runoff from the existing storm sewers at the intersection of Elizabeth Street and West Elm Street.
   c. Sub-basin C is along the west side of the site behind Buildings C and D. It is 0.18

III. DRAINAGE DESIGN CRITERIA

A. Regulations

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1. Runoff will surface flow from the building roofs, parking lot and access drive pavement either to several inlets where it will be captured and conveyed in storm sewers to the drainage swale.
2. The proposed drainage patterns will be from south to north.

B. Specific Detail

1. Site improvements and grading has created 6 sub-basins on the property. These sub-basins are:
   a. Sub-basin A covers a majority of the site of the site. It is 2.46 acres consisting of building roof, access drive and parking lot pavement and landscaping. The basin also contains a small portion of the Beverly Street ROW that flows onto the site. Runoff will surface flow northwesterly to a 15' Type R inlet in the northeast corner of the parking lot for Building D. Flows are then piped to the drainage swale along the north property line. Riprap provides erosion control at the discharge point from the storm sewer.
   b. Sub-basin B is in the southeast corner of the site. It is 0.58 acres consisting mostly of building roof, and access and parking lot pavement. The basin also contains a small portion of the Elizabeth Street ROW that flows onto the site. Runoff surface flows northerly to a 5' Type R inlet near the north end of the parking lot for Building A. Runoff is captured by the inlet and conveyed to a storm sewer that is conveying the runoff from the existing storm sewers at the intersection of Elizabeth Street and West Elm Street.
   c. Sub-basin C is along the west side of the site behind Buildings C and D. It is 0.18

acres consisting of landscaping sloping down to the library property. Runoff flows directly onto the library site. This minimal amount of runoff was accounted for in the design of the library site drainage.

d. Sub-basin D is a small, landscaped area containing the drainage swale along the north property line. It is 0.37 acres. Runoff surface flows directly into the drainage swale. This drainage swale discharges onto the library site.
e. Sub-basin OS-1, as previously described, flows across the north side of the site and runoff is from the storm sewer system in South Elizabeth Street, which intercepts runoff from Elm Street and that portion of the Elizabeth Acres Subdivision located west of S. Pine Ridge Drive. The runoff from the S. Elizabeth Street storm sewers, which will be extended approximately halfway across the site and discharge into the regraded drainage swale located along the north property line of the site, flowing to the west. Runoff from Sub-basins A and B will also be conveyed in the proposed storm sewer.

A summary of each Sub-basin's runoff is as follows:

BASIN RUNOFF SUMMARY TABLE

Basin Designation	Basin Area (ac)	Impervious %	C_5	C_{100}	T_c (min)	Q_5 (cfs)	Q_{100} (cfs)
A	2.46	80%	0.68	0.80	5.4	6.43	13.43
B	0.58	81%	0.69	0.80	5.0	1.55	3.23
C	0.18	2%	0.01	0.44	5.0	0.01	0.01
D	0.37	2%	0.01	0.44	5.3	0.01	0.03
OS-1	16.32	19%	0.16	0.52	26.0	5.09	10.63

A summary of the Design Point's flows is as follows:

DESIGN POINT RUNOFF SUMMARY TABLE

Design Point	Contributing Basins	Contributing Area (acres)	T_c (min)	Q_5 (cfs)	Q_{100} (cfs)
1	A	2.46	5.4	6.43	13.43
2	B	0.58	5.0	5.87	12.25
3	C	0.18	5.0	0.01	0.01
4	OS-1, B & D	17.26	26.0	5.88	12.26
5	OS-1	16.32	26.0	5.09	10.63
6	OS-1, A, B & D	19.72	26.0	9.18	19.15
7	OS-1 & B	16.89	26.0	5.87	12.25

V. STORMWATER DETENTION AND WATER QUALITY

Stormwater detention and water quality for the Elizabeth Street Plaza site has already been provided in the existing detention pond as part of the Elizabeth Library site construction. The drainage swale that runs along the north property line of the Elizabeth Street Plaza property is being extended to the existing detention pond to convey the runoff to the pond.

A copy of the approved detention pond design is included in the Appendix of this report.

Design information of the pond is as follows:

5-yr Storage Vol. = 22,500 cf / WSE=6537.3
100-yr Storage Vol. = 38,000 cf / WSE=6539.1
WQCV=12,355 cf

A custom designed outlet structure was constructed in the pond per sheet C8 of the approved plans, a copy of which is included in the Appendix of this report. The 30" outfall pipe is restricted by a 27-3/4" orifice plate.

VI. CONCLUSIONS

The final drainage design for the Elizabeth Street Plaza, 2nd Amendment site is in conformance to acceptable engineering standards, practices and criteria established by the Town of Elizabeth Storm Drainage Design and Technical Criteria Manual and the Mile High Flood District's Urban Storm Drainage Design Criteria Manuals. No adverse impacts to downstream facilities and/or adjacent properties are expected as a result of the development of the site.

VII. APPENDICES

1. Hydrologic Calculations
    a. NOAA Atlas 14 Point Precipitation Frequency Table
    b. Land use assumptions, composite “C” and % Impervious calculations
    c. Initial and major storm runoff computations for developed runoff conditions

2. Hydraulic Calculations
    a. Inlet Capacity Calculations
    b. Storm Sewer Pipe Flow Calculations
    c. Drainage Swale Open Channel Flow Calculations

3. Referenced Information
    a. FEMA Firmette
    b. NCRS Soil Report
    c. Aerial Plan Existing Conditions
    d. Elizabeth Library Site Plan
    e. Elizabeth Library Detention Pond Plan
    f. Elizabeth Library Detention Pond Outfall Detail
    g. Sheet C4 Drainage and Grading Plan Elizabeth Street

4. Drainage Plans
    a. Final Drainage Plan
    b. Off-site Drainage Basin Plan

APPENDIX 1

HYDROLOGIC CALCULATIONS

COMPOSITE 'C' FACTORS (DEVELOPED)

LOCATION: Elizabeth Street Plaza Town of Elizabeth Soil Type: B Final Drainage Report BY: GSK DATE: 10/26/2023

SUB-BASIN	Acreage				PAVED				ROOFS				LAWNS				COMPOSITE C FACTOR				PERCENT IMPERVIOUS
DESIGNATION	PAVED	ROOFS	LAWNS	TOTAL	2YR	5 YR	10 YR	100 YR	2YR	5 YR	10 YR	100 YR	2YR	5 YR	10 YR	100 YR	2YR	5 YR	10 YR	100 YR	
			Imperviousness =		100				90				2								
A	1.51	0.50	0.45	2.46	0.84	0.86	0.86	0.89	0.74	0.76	0.78	0.84	0.01	0.01	0.07	0.44	0.67	0.68	0.70	0.80	80.1%
B	0.25	0.23	0.09	0.58	0.84	0.86	0.86	0.89	0.74	0.76	0.78	0.84	0.01	0.01	0.07	0.44	0.67	0.69	0.71	0.80	80.8%
C	0.00	0.00	0.18	0.18	0.84	0.86	0.86	0.89	0.74	0.76	0.78	0.84	0.01	0.01	0.07	0.44	0.01	0.01	0.07	0.44	2.0%
D	0.00	0.00	0.37	0.37	0.84	0.86	0.86	0.89	0.74	0.76	0.78	0.84	0.01	0.01	0.07	0.44	0.01	0.01	0.07	0.44	2.0%
OS-1	2.21	0.74	13.37	16.32	0.84	0.86	0.86	0.89	0.74	0.76	0.78	0.84	0.01	0.01	0.07	0.44	0.16	0.16	0.21	0.52	19.3%
Overall Site	1.77	0.73	1.09	3.59	0.84	0.86	0.86	0.89	0.74	0.76	0.78	0.84	0.01	0.01	0.07	0.44	0.57	0.58	0.60	0.74	68.2%
Library Site	3.68	0.10	0.96	4.74	0.84	0.86	0.86	0.89	0.74	0.76	0.78	0.84	0.01	0.01	0.07	0.44	0.67	0.68	0.70	0.80	79.8%

TIME OF CONCENTRATION (DEVELOPED)

LOCATION: Elizabeth Street Plaza | **Final Drainage Report** | **BY: GSK** | **DATE: 10/26/2023**

SUB-BASIN DATA				INIT./OVERLAND TIME (Ti)			TRAVEL TIME (Tt)					TOTAL	Tc Check (Urbanized Basins)		FINAL Tc	REMARKS
DESIGNATION	C_5	AREA (AC)	Impervious i	LENGTH (FT)	SLOPE %	Ti (Min.)*	GRASS/ PAVED	LENGTH (FT)	SLOPE %	VEL (FPS)**	Tt (Min.)	Ti+Tt (Min.)	LGTH. (FT)		(minutes)	FORMULAS: Ti = 0.395 (1.1-C5)L^0.5/S/100^1/3 V=Cv*(S/100)^0.5
A	0.68	2.46	0.80	70	4.29	3.92	PAVED	380	4.61	4.29	1.47	5.4	450	13.8	5.4	Tc=(26-17i)+Lt/60(14i+9)(S/100)^0.5
B	0.69	0.58	0.81	35	8.57	2.18	PAVED	110	3.64	3.82	0.48	2.7	145	12.7	5.0	
C	0.01	0.18	0.02	25	25.00	3.42	PAVED	0	1.14	2.14	0.00	3.4	25	25.7	5.0	
D	0.01	0.37	0.02	25	25.00	3.42	PAVED	244	1.17	2.16	1.88	5.3	269	29.7	5.3	
OS-1	0.16	16.32	0.19	450	6.67	19.44	PAVED	1355	2.96	3.44	6.56	26.0	1805	33.9	26.0	

Table 603
Storm Drainage System Design
(Rational Method Procedure)

Subdivision	Elizabeth Street Plaza
Designer	GSK
Date	10/26/2023
Design Storm	5 -YR DEVELOPED

$$I = \frac{28.5 * P_1}{(10+T_C)^{0.786}}$$

Where: P_1 = 1.15

Design Point	Direct Runoff							Total Runoff				Comment
	Subbasin Designation	Area	Runoff Coeffecient	t_c	C x A	I	Q	t_c	C x A	I	Q	
		ac.		min.	ac.	in/hr	cfs	min.	ac.	in/hr	cfs	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	
5	OS-1	16.32	0.16	26.0	2.60	1.96	5.09				5.09	Flow into Inlets & On-Site Storm Sewer
2	B	0.58	0.69	5.0	0.40	3.90	1.55	26.0	2.99	1.96	5.87	Flow to Inlet, Flow in Storm Sewer
4	D	0.37	0.01	5.3	0.00	3.84	0.01	26.0	3.00	1.96	5.88	Flow in Swale before 18"Storm Sewer DP 1
1	A	2.46	0.68	5.4	1.68	3.82	6.43	26.0	4.68	1.96	9.18	Flow in Swale at DP 6 to Library Property
3	C	0.18	0.01	5.0	0.00	3.90	0.01				0.01	Flow off-site to Library Property

Table 603
Storm Drainage System Design
(Rational Method Procedure)

Subdivision	Elizabeth Street Plaza
Designer	GSK
Date	10/26/2023
Design Storm	100-YR DEVELOPED

$$I = \frac{28.5 * P_1}{(10+T_C)^{0.786}}$$

Where: P_1 = 2.40

Design Point	Direct Runoff							Total Runoff				Comment
	Subbasin Designation	Area	Runoff Coeffecient	t_c	C x A	I	Q	t_c	C x A	I	Q	
		ac.		min.	ac.	in/hr	cfs	min.	ac.	in/hr	cfs	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	
5	OS-1	16.32	0.16	26.0	2.60	4.09	10.63				10.63	Flow into Inlets & On-Site Storm Sewer
2	B	0.58	0.69	5.0	0.40	8.14	3.23	26.0	2.99	4.09	12.25	Flow to Inlet, Flow in Storm Sewer
4	D	0.37	0.01	5.3	0.00	8.02	0.03	26.0	3.00	4.09	12.26	Flow in Swale before 18"Storm Sewer DP 1
1	A	2.46	0.68	5.4	1.68	7.97	13.43	26.0	4.68	4.09	19.15	Flow in Swale at DP 6 to Library Property
3	C	0.18	0.01	5.0	0.00	8.14	0.01				0.01	Flow off-site to Library Property

BASIN RUNOFF SUMMARY TABLE							
Basin Designation	**Basin Area (ac)**	**Impervious %**	**C_5**	**C_{100}**	**T_c (min)**	**Q_5 (cfs)**	**Q_{100} (cfs)**
A	2.46	80%	0.68	0.80	5.4	6.43	13.43
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C	0.18	2%	0.01	0.44	5.0	0.01	0.01
D	0.37	2%	0.01	0.44	5.3	0.01	0.03
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DESIGN POINT RUNOFF SUMMARY TABLE					
Design Point	**Contributing Basins**	**Contributing Area (acres)**	**T_c (min)**	**Q_5 (cfs)**	**Q_{100} (cfs)**
1	A	2.46	5.4	6.43	13.43
2	B	0.58	5.0	5.87	12.25
3	C	0.18	5.0	0.01	0.01
4	OS-1, B & D	17.26	26.0	5.88	12.26
5	OS-1	16.32	26.0	5.09	10.63
6	OS-1, A, B & D	19.72	26.0	9.18	19.15
7	OS-1 & B	16.89	26.0	5.87	12.25

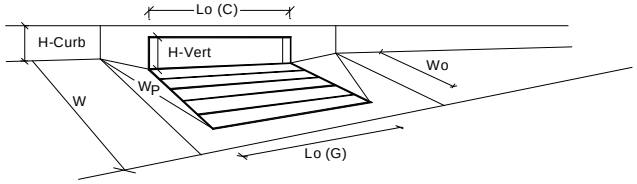
APPENDIX 2

HYDRAULIC CALCULATIONS

INLET IN A SUMP OR SAG LOCATION

Project = Elizabeth Street Plaza

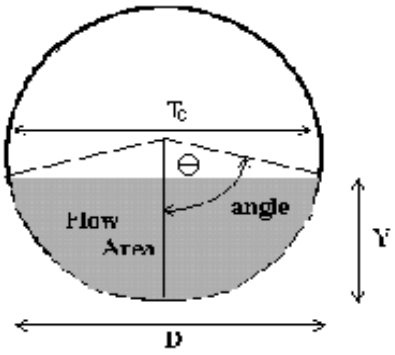
Inlet ID = Type R Inlet at DP 1



Design Information (Input)		MINOR	MAJOR	
Type of Inlet	Inlet Type =	CDOT Type R Curb Opening		
Local Depression (additional to continuous gutter depression 'a' from 'Q-Allow')	a_{local} =	3.00	3.00	inches
Number of Unit Inlets (Grate or Curb Opening)	No =	3	3	
Water Depth at Flowline (outside of local depression)	Ponding Depth =	6.0	6.0	inches
				☐ Override Depths
Grate Information		MINOR	MAJOR	
Length of a Unit Grate	L_o (G) =	N/A	N/A	feet
Width of a Unit Grate	W_o =	N/A	N/A	feet
Area Opening Ratio for a Grate (typical values 0.15-0.90)	A_{ratio} =	N/A	N/A	
Clogging Factor for a Single Grate (typical value 0.50 - 0.70)	C_f (G) =	N/A	N/A	
Grate Weir Coefficient (typical value 2.15 - 3.60)	C_w (G) =	N/A	N/A	
Grate Orifice Coefficient (typical value 0.60 - 0.80)	C_o (G) =	N/A	N/A	
Curb Opening Information		MINOR	MAJOR	
Length of a Unit Curb Opening	L_o (C) =	5.00	5.00	feet
Height of Vertical Curb Opening in Inches	H_{vert} =	6.00	6.00	inches
Height of Curb Orifice Throat in Inches	H_{throat} =	6.00	6.00	inches
Angle of Throat (see USDCM Figure ST-5)	Theta =	63.40	63.40	degrees
Side Width for Depression Pan (typically the gutter width of 2 feet)	W_p =	1.00	1.00	feet
Clogging Factor for a Single Curb Opening (typical value 0.10)	C_f (C) =	0.10	0.10	
Curb Opening Weir Coefficient (typical value 2.3-3.7)	C_w (C) =	3.60	3.60	
Curb Opening Orifice Coefficient (typical value 0.60 - 0.70)	C_o (C) =	0.67	0.67	
		MINOR	MAJOR	
Total Inlet Interception Capacity (assumes clogged condition)	**Q_a =**	**14.9**	**14.9**	**cfs**
Inlet Capacity IS GOOD for Minor and Major Storms (>Q PEAK)	$Q_{PEAK\ REQUIRED}$ =	6.4	13.4	cfs

CIRCULAR CONDUIT FLOW (Normal & Critical Depth Computation)

Project: Elizabeth Street Plaza
Pipe ID: Storm Sewer from DP 1 - Line A



Design Information (Input)			
Pipe Invert Slope	So =	0.0330	ft/ft
Pipe Manning's n-value	n =	0.0130	
Pipe Diameter	D =	18.00	inches
Design discharge	**Q =**	**13.43**	**cfs**

Full-flow Capacity (Calculated)			
Full-flow area	Af =	1.77	sq ft
Full-flow wetted perimeter	Pf =	4.71	ft
Half Central Angle	Theta =	3.14	radians
Full-flow capacity	Qf =	19.13	cfs

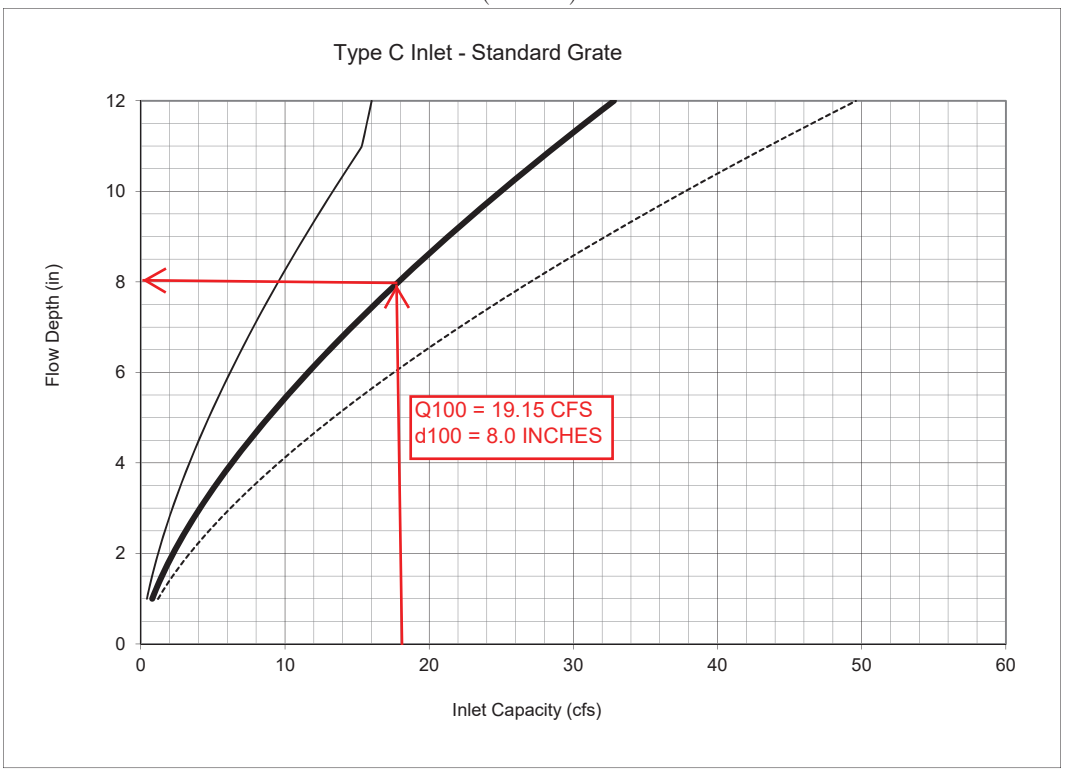
Calculation of Normal Flow Condition			
Half Central Angle (0<Theta<3.14)	Theta =	1.81	radians
Flow area	An =	1.15	sq ft
Top width	Tn =	1.46	ft
Wetted perimeter	Pn =	2.71	ft
Flow depth	Yn =	0.93	ft
Flow velocity	Vn =	11.72	fps
Discharge	Qn =	13.43	cfs
Percent Full Flow	Flow =	70.2%	of full flow
Normal Depth Froude Number	Fr_n =	2.33	supercritical

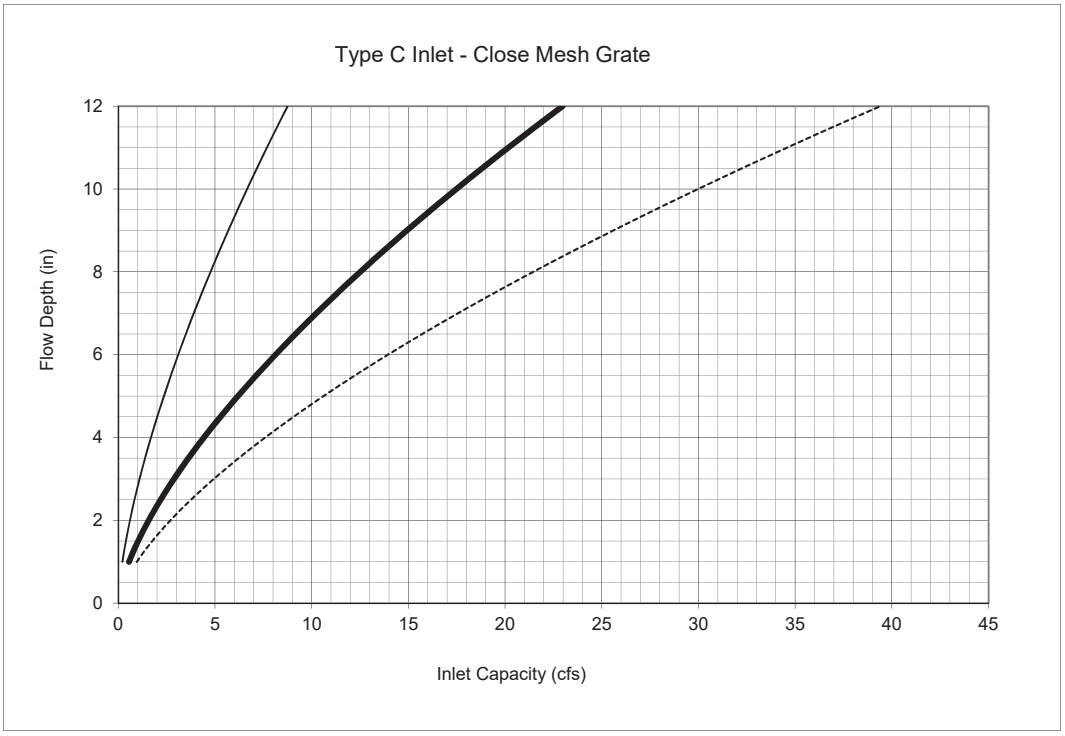
Calculation of Critical Flow Condition			
Half Central Angle (0<Theta-c<3.14)	Theta-c =	2.53	radians
Critical flow area	Ac =	1.69	sq ft
Critical top width	Tc =	0.86	ft
Critical flow depth	Yc =	1.36	ft
Critical flow velocity	Vc =	7.95	fps
Critical Depth Froude Number	Fr_c =	1.00	

TWIN TYPE C INLETS AT EXISTING POND

INLET CAPACITY CHART SUMP CONDITIONS

AREA (TYPE C) INLET





One Grate — Two Grates - - - - - - - - - Three Grates

Note:

1. The Town of Parker standard inlet parameters must apply to use these charts. See the Roadway Manual.

OUTFALL PIPE EROSION PROTECTION - RIPRAPSIZING
DESIGN POINT 7 LINE B SUPERCRITICAL FLOW

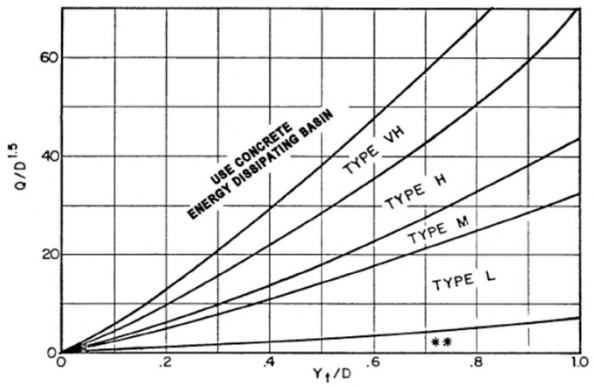
D_c=	2.0	feet
Yn =	0.61	feet
Q =	12.25	cfs
D_a =	1.305	feet
Y_t =	0.50	feet
Q/D_a^1.5 =	8.22	
Y_t/D_a =	0.38	

USE TYPE L RIPRAP

OUTFALL PIPE EROSION PROTECTION - RIPRAPSIZING
DESIGN POINT 1 LINE A SUPERCRITICAL FLOW

D_c=	1.5	feet
Yn =	0.93	feet
Q =	13.43	cfs
D_a =	1.215	feet
Y_t =	0.50	feet
Q/D_a^1.5 =	10.03	
Y_t/D_a =	0.38	

USE TYPE L RIPRAP



Use D_a instead of D whenever flow is supercritical in the barrel.
** Use Type L for a distance of 3D downstream.

Figure 9-38. Riprap erosion protection at circular conduit outlet (valid for $Q/D_{2.5} \leq 6.0$)

OUTFALL PIPE EROSION PROTECTION
LENGTH AND WIDTH OF PROTECTION
Per UDFCD Vol. 2 Chapter 9, Section 3.2.1

DESIGN POINT 7 LINE B

Froude Parameter =	Q/D^2.5	
Q =	12.25	cfs
D =	2.0	feet
Q/D^2.5 =	2.17	
Froude Parameter ≤ 6		
Lp = 10D	20	feet
Width, T = 2(Lp tan θ) + D	4.7	
θ = $\tan^{-1}$(1÷2(Expansion Factor)	0.08	
Yt/D =	0.33	
Expansion Factor =	6.3	Figure 9-35

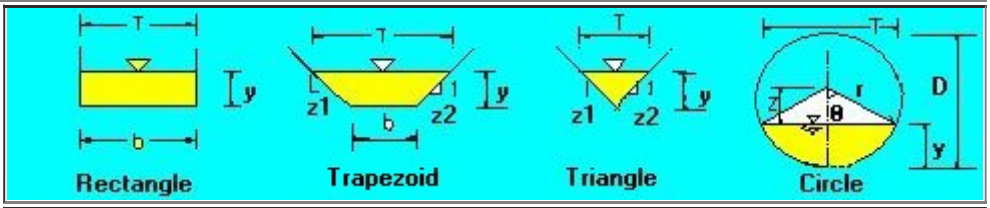
DESIGN POINT 1 LINE A

Froude Parameter =	Q/D^2.5	
Q =	13.43	cfs
D =	1.5	feet
Q/D^2.5 =	4.87	
Froude Parameter ≤ 6		
Lp = 10D	15	feet
Width, T = 2(Lp tan θ) + D	2.4	
θ = $\tan^{-1}$(1÷2(Expansion Factor)	0.08	
Yt/D =	0.41	
Expansion Factor =	6.3	Figure 9-35

SECTION A-A @ 19.15 CFS

The open channel flow calculator

Select Channel Type: Trapezoid



Depth from Q

Select unit system: Feet(ft)

Channel slope: .015 ft/ft	Water depth(y): 0.66 ft	Bottom W(b) 4 ft
Flow velocity 4.356 ft/s	LeftSlope (z_1): 4 to 1 (H:V)	RightSlope (z_2): 4 to 1 (H:V)
Flow discharge 19.15 ft^3/s	Input n value .025 or select n	
Calculate!	Status: Calculation finished	Reset
Wetted perimeter 9.45 ft	Flow area 4.4 ft^2	Top width(T) 9.29 ft
Specific energy 0.96 ft	Froude number 1.12	Flow status Supercritical flow
Critical depth 0.71 ft	Critical slope 0.0116 ft/ft	Velocity head 0.29 ft

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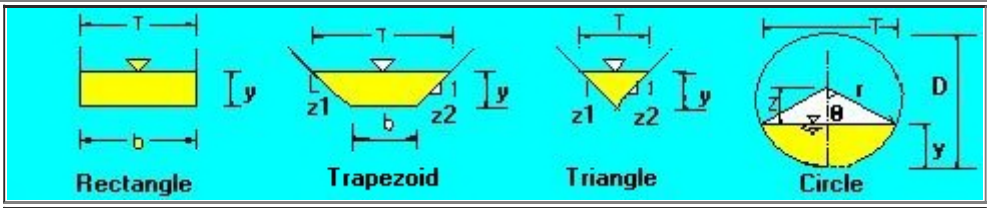
SECTION C-C AT DESIGN POINT 7

The open channel flow calculator

Select Channel Type: Triangle



Depth from Q

Select unit system: Feet(ft)

Channel slope: .053 ft/ft	Water depth(y): 0.69 ft	Bottom W(b) 0 ft
Flow velocity 6.508 ft/s	LeftSlope (z_1): 4 to 1 (H:V)	RightSlope (z_2): 4 to 1 (H:V)
Flow discharge 12.25 ft^3/s	Input n value .025 or select n	
Calculate!	Status: Calculation finished	Reset
Wetted perimeter 5.66 ft	Flow area 1.88 ft^2	Top width(T) 5.49 ft
Specific energy 1.34 ft	Froude number 1.96	Flow status Supercritical flow
Critical depth 0.9 ft	Critical slope 0.0121 ft/ft	Velocity head 0.66 ft

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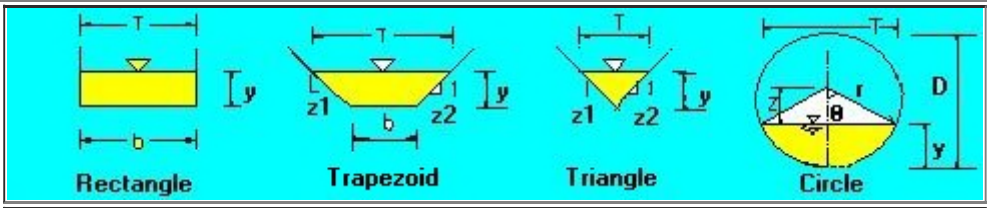
SECTION D- D AT DESIGN POINT 6

The open channel flow calculator

Select Channel Type: Trapezoid



Depth from Q

Select unit system: Feet(ft)

Channel slope: 0.057 ft/ft	Water depth(y): 0.48 ft	Bottom width(b) 4 ft
Flow velocity 7.32993 ft/s	LeftSlope (z_1): 3 to 1 (H:V)	RightSlope (z_2): 3 to 1 (H:V)
Flow discharge 19.15 ft^3/s	Input n value .025 or select n	
Calculate!	Status: Calculation finished	Reset
Wetted perimeter 7.04 ft	Flow area 2.61 ft^2	Top width(T) 6.88 ft
Specific energy 1.31 ft	Froude number 2.1	Flow status Supercritical flow
Critical depth 0.74 ft	Critical slope 0.0114 ft/ft	Velocity head 0.83 ft

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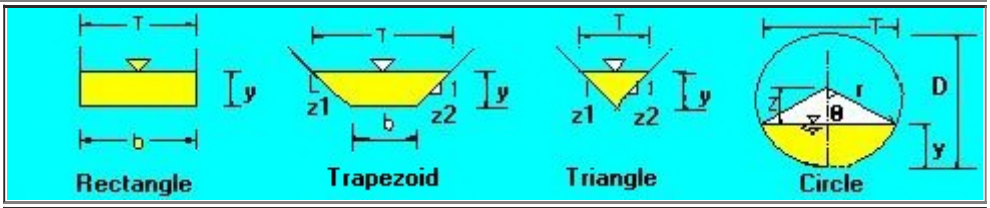
The open channel flow calculator

Select Channel Type: Triangle



Depth from Q

Select unit system: Feet(ft)

Channel slope: 0.25 ft/ft	Water depth(y): 0.35 ft	Bottom W(b) 0 ft
Flow velocity 8.895542 ft/s	LeftSlope (z_1): 3 to 1 (H:V)	RightSlope (z_2): 3 to 1 (H:V)
Flow discharge 3.23 ft^3/s	Input n value 0.025 or select n	
Calculate!	Status: Calculation finished	Reset
Wetted perimeter 2.2 ft	Flow area 0.36 ft^2	Top width(T) 2.09 ft
Specific energy 1.58 ft	Froude number 3.76	Flow status Supercritical flow
Critical depth 0.59 ft	Critical slope 0.0144 ft/ft	Velocity head 1.23 ft

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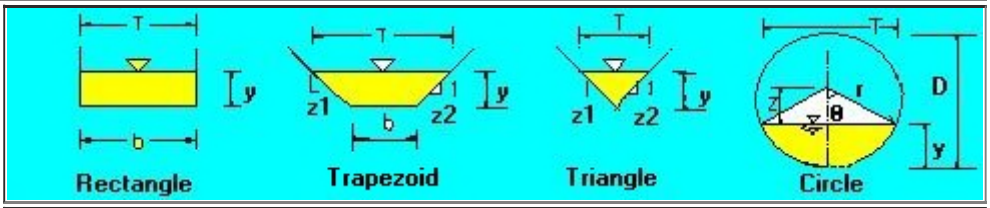
OFF-SITE SWALE MINIMUM SLOPE

The open channel flow calculator

Select Channel Type: Trapezoid



Depth from Q

Select unit system: Feet(ft)

Channel slope: .015 ft/ft	Water depth(y): 0.64 ft	Bottom width(b) 4 ft
Flow velocity 4.184 ft/s	LeftSlope (z_1): 5 to 1 (H:V)	RightSlope (z_2): 5 to 1 (H:V)
Flow discharge 19.15 ft^3/s	Input n value 0.025 or select n	
Calculate!	Status: Calculation finished	Reset
Wetted perimeter 10.5 ft	Flow area 4.58 ft^2	Top width(T) 10.37 ft
Specific energy 0.91 ft	Froude number 1.11	Flow status Supercritical flow
Critical depth 0.68 ft	Critical slope 0.0118 ft/ft	Velocity head 0.27 ft

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Drainage Swale Riprap Design
For max slope = 5.3%

$VS^{0.17}/(G_s\text{-}1)^{0.66}$= 3.69

Where:
V=Velocity (fps) = 6.1
S=Slope (ft/ft) = 0.25
G_s=Specific gravity of stone= 2.5

From USDCM Table MD-10 Use Type 'L' Riprap (d_{50}=9")

TABLE MD-10

Riprap Requirements for Channel Linings*

$\frac{VS^{0.17}}{(G_s-1)^{0.66}}$ **	Rock Type
< 3.3	VL** (d_{50} = 6 inches)
≥ 3.3 to < 4.0	L** (d_{50} = 9 inches)
≥ 4.0 to < 4.6	M (d_{50} = 12 inches)
≥ 4.6 to < 5.6	H (d_{50} = 18 inches)
≥ 5.6 to 6.4	VH (d_{50} = 24 inches)

* Applicable only for a Froude number of < 0.8 and side slopes no steeper than 2H:1V.

** Use G_s = 2.5 unless the source of rock and its density are known at time of design.

Curb Cut Design
Design Point 2

Length of Curb Cut for 100-Year Event Q =3.2

$Q=C_wL_wd^{1.5}$

Adjust L to achieve Q

Where:

L=	5.00 ft
d =	0.50
C_w =	3.00
Q=	5.3 > 3.2 OK

Curb Cut Riprap Design
For 4:1 slope

$VS^{0.17}/(G_s-1)^{0.66}$= 5.38

Where:

V=Velocity (fps) =	8.9
S=Slope (ft/ft) =	0.25
G_s=Specific gravity of stone=	2.5

From USDCM Table MD-10 Use Type 'H' Riprap (d_{50}=18")

TABLE MD-10

Riprap Requirements for Channel Linings*

$\frac{VS^{0.17}}{(G_s-1)^{0.66}}$ **	Rock Type
< 3.3	VL** (d_{50} = 6 inches)
≥ 3.3 to < 4.0	L** (d_{50} = 9 inches)
≥ 4.0 to < 4.6	M (d_{50} = 12 inches)
≥ 4.6 to < 5.6	H (d_{50} = 18 inches)
≥ 5.6 to 6.4	VH (d_{50} = 24 inches)

* Applicable only for a Froude number of < 0.8 and side slopes no steeper than 2H:1V.

** Use G_s = 2.5 unless the source of rock and its density are known at time of design.

APPENDIX 3

REFERENCED INFORMATION

National Flood Hazard Layer FIRMette

FEMA

104°36'49"W 39°21'43"N

104°36'11"W 39°21'15"N

Feet 1:6,000

0 250 500 1,000 1,500 2,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- 513 Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 5/17/2023 at 4:36 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, comm FIRM panel number, and FIRM effective date unmapped and unmodernized areas cannot regulatory purposes.

United States Department of Agriculture

NRCS

Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Elbert County, Colorado, Western Part

Elizabeth Street Plaza

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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Elbert County, Colorado, Western Part.....10
9—Bresser-Truckton sandy loams, 8 to 25 percent slopes.....10
41—Truckton sandy loam, 3 to 9 percent slopes..... 12

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Map Scale: 1:972 if printed on A portrait (8.5" x 11") sheet.

N

Meters
0 10 20 40 60

Feet
0 45 90 180 270

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 13N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Elbert County, Colorado, Western Part
Survey Area Data: Version 17, Aug 31, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 9, 2021—Jun 12, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
9	Bresser-Truckton sandy loams, 8 to 25 percent slopes	4.0	99.5%
41	Truckton sandy loam, 3 to 9 percent slopes	0.0	0.5%
Totals for Area of Interest		**4.0**	**100.0%**

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however,

onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Elbert County, Colorado, Western Part

9—Bresser-Truckton sandy loams, 8 to 25 percent slopes

Map Unit Setting

National map unit symbol: jnl8
Elevation: 5,300 to 6,400 feet
Mean annual precipitation: 14 to 17 inches
Frost-free period: 125 to 180 days
Farmland classification: Not prime farmland

Map Unit Composition

Bresser and similar soils: 45 percent
Truckton and similar soils: 35 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Bresser

Setting

Landform: Valley sides, ridges, hills
Landform position (two-dimensional): Backslope, footslope
Landform position (three-dimensional): Side slope, crest
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Alluvium and/or arkosic residuum weathered from sedimentary rock

Typical profile

H1 - 0 to 7 inches: sandy loam
H2 - 7 to 20 inches: sandy clay loam
H3 - 20 to 29 inches: sandy loam
H4 - 29 to 60 inches: very gravelly loamy coarse sand

Properties and qualities

Slope: 8 to 20 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.60 to 2.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 10 percent
Available water supply, 0 to 60 inches: Low (about 5.7 inches)

Interpretive groups

Land capability classification (irrigated): 6e
Land capability classification (nonirrigated): 6e
Hydrologic Soil Group: B
Ecological site: R049XB210CO - Sandy Foothill
Hydric soil rating: No

Description of Truckton

Setting

Landform: Hills, ridges, valley sides
Landform position (two-dimensional): Backslope, footslope
Landform position (three-dimensional): Side slope, crest
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Alluvium and/or arkosic residuum weathered from sedimentary rock

Typical profile

H1 - 0 to 5 inches: sandy loam
H2 - 5 to 15 inches: sandy loam
H3 - 15 to 60 inches: sandy loam

Properties and qualities

Slope: 8 to 25 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): High (2.00 to 6.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water supply, 0 to 60 inches: Low (about 5.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6e
Hydrologic Soil Group: B
Ecological site: R049XB210CO - Sandy Foothill
Hydric soil rating: No

Minor Components

Ascalon

Percent of map unit: 8 percent
Hydric soil rating: No

Cushman

Percent of map unit: 7 percent
Hydric soil rating: No

Kutch

Percent of map unit: 4 percent
Hydric soil rating: No

Aquic haplustoll

Percent of map unit: 1 percent
Landform: Swales
Hydric soil rating: Yes

41—Truckton sandy loam, 3 to 9 percent slopes

Map Unit Setting

National map unit symbol: 2x0j2
Elevation: 5,300 to 6,850 feet
Mean annual precipitation: 14 to 19 inches
Mean annual air temperature: 48 to 52 degrees F
Frost-free period: 85 to 155 days
Farmland classification: Not prime farmland

Map Unit Composition

Truckton and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Truckton

Setting

Landform: Interfluves, hillslopes
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Re-worked alluvium derived from arkose

Typical profile

A - 0 to 4 inches: sandy loam
Bt1 - 4 to 12 inches: sandy loam
Bt2 - 12 to 19 inches: sandy loam
C - 19 to 80 inches: sandy loam

Properties and qualities

Slope: 3 to 9 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): High (2.00 to 6.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 1 percent
Maximum salinity: Nonsaline (0.1 to 1.9 mmhos/cm)
Available water supply, 0 to 60 inches: Moderate (about 6.6 inches)

Interpretive groups

Land capability classification (irrigated): 6e
Land capability classification (nonirrigated): 6e
Hydrologic Soil Group: A

Ecological site: R049XB210CO - Sandy Foothill
Hydric soil rating: No

Minor Components

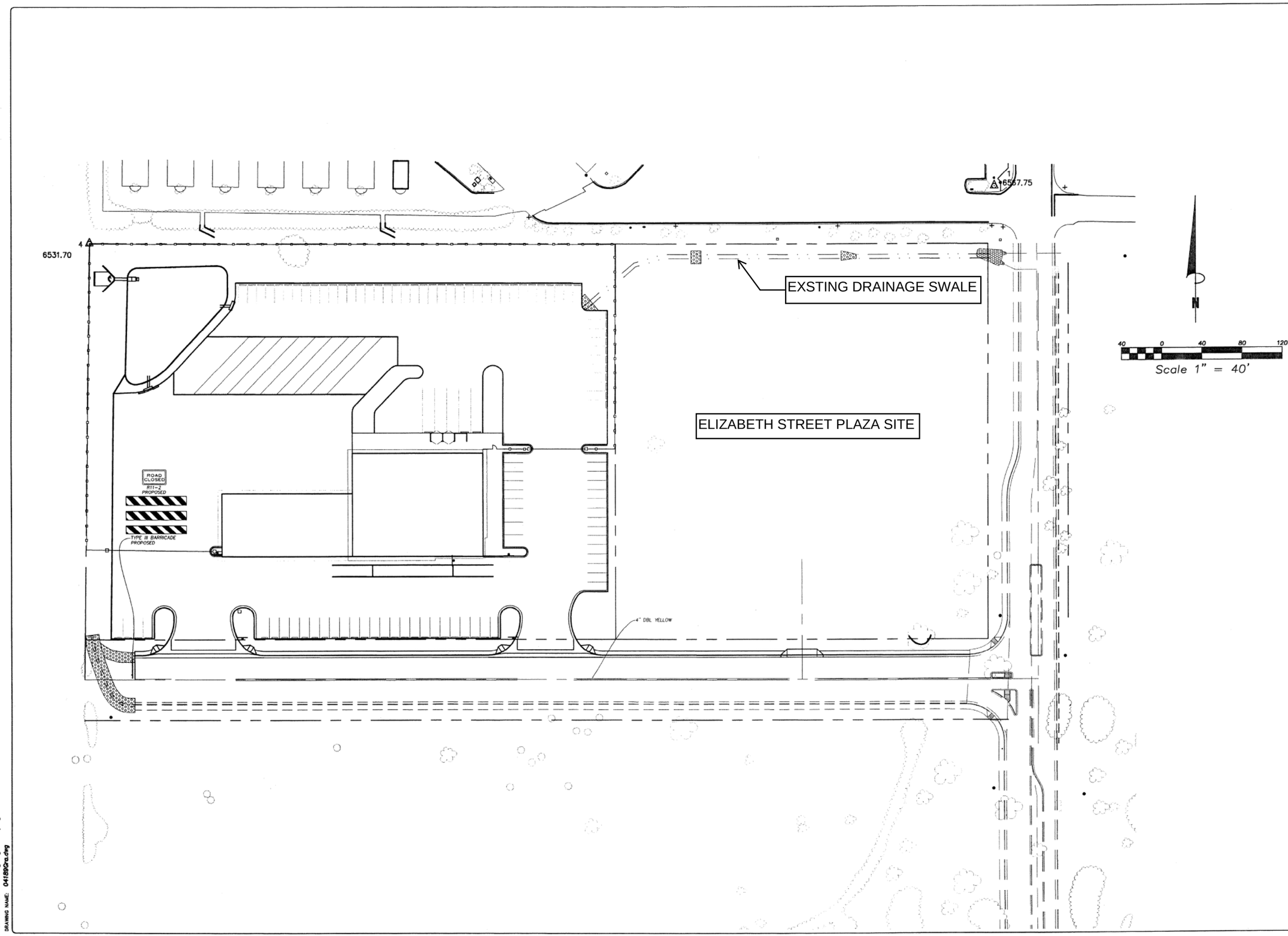
Blakeland

Percent of map unit: 8 percent
Landform: Interfluves, hillslopes
Landform position (two-dimensional): Summit, shoulder, backslope
Landform position (three-dimensional): Side slope, crest
Down-slope shape: Convex, linear
Across-slope shape: Convex, linear
Ecological site: R049XB210CO - Sandy Foothill
Hydric soil rating: No

Bresser

Percent of map unit: 7 percent
Landform: Interfluves, low hills
Landform position (two-dimensional): Footslope, toeslope
Landform position (three-dimensional): Base slope
Down-slope shape: Concave, linear
Across-slope shape: Concave, linear
Ecological site: R049XB210CO - Sandy Foothill
Hydric soil rating: No

ELIZABETH STREET PLAZA SITE



PLOTTING VIEW: CD-Signing - Striping
DRAWING NAME: 04189Gra.dwg

ORIGINAL SCALE 1" = 40'

DATE	BY	REVISION DESCRIPTION
2 11/22/04	BWJ	Added Utility Elevation info. per Town Request
1 11/9/04	BWJ	Per Town Comments; moved west driveway

DES bwj DWG bwj
CKD DATE 10/5/04

Signing and Striping Plan

CLIENT
Town of Elizabeth
PO Box 159
Elizabeth, CO 80107

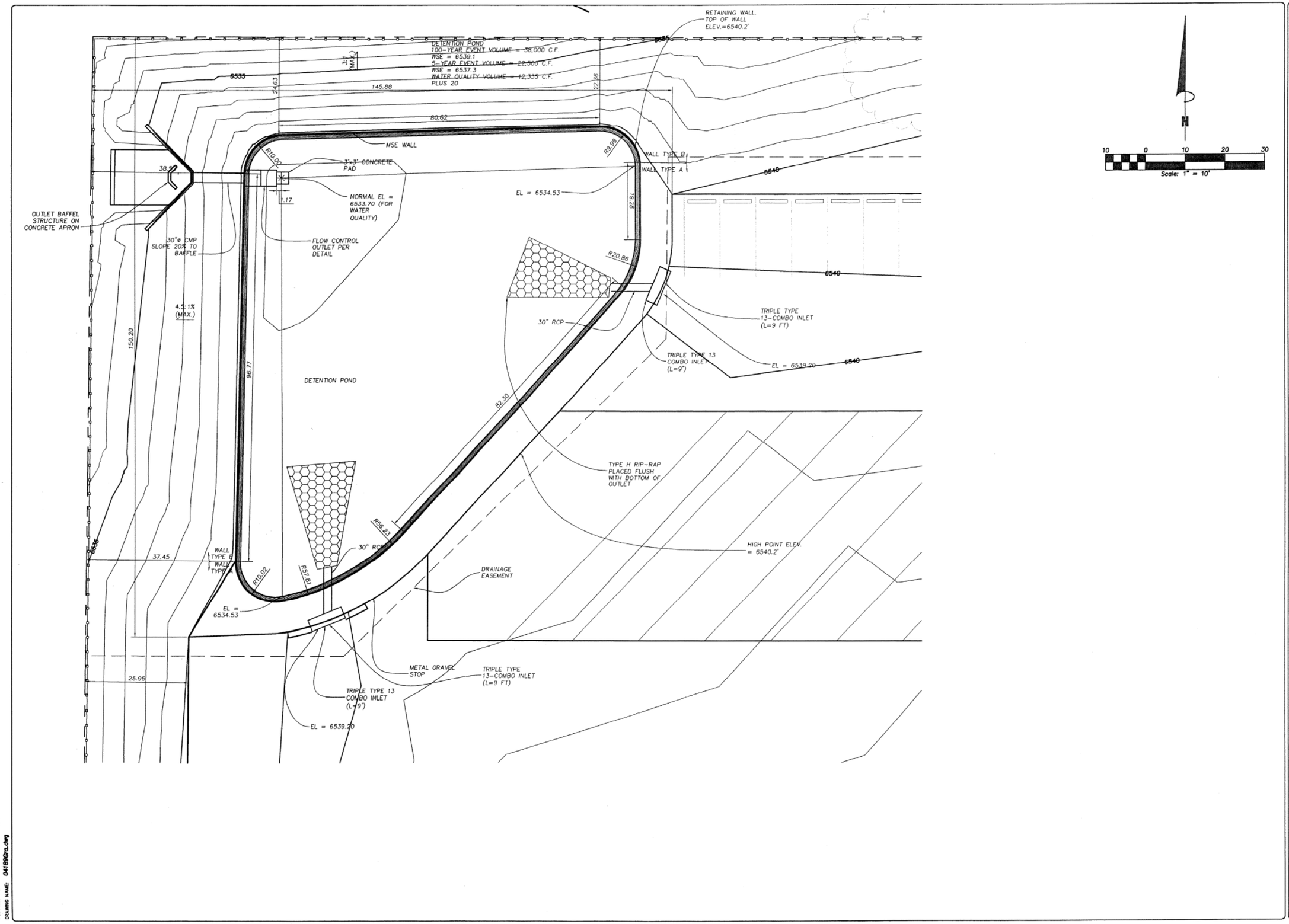
SHEETS
Beverly Street
Elizabeth, Colorado

Brian W. Johnson, P.E.

WOODLAND ENGINEERING, Inc.
P.O. BOX 1968
ONE WALNUT ST., UNITE
ELIZABETH, COLORADO 80107
PHONE: (303) 646-4696
FAX: (303) 646-4696
www.woodlandengineering.com

C5
OF 14 SHEETS

JOB NO. 04189



PLOTTING VIEW: CJ-Detention Pond
DRAWING NAME: 04189Gra.dwg

ORIGINAL SCALE 1" = 10'

	DATE	BY	REVISION DESCRIPTION
8	---	---	---
7	---	---	---
6	---	---	---
5	---	---	---
4	---	---	---
3	---	---	---
2	11/22/04	BWJ	Added Utility Elevation Info. per Town Request
1	11/9/04	BWJ	Per Town Comments; moved west driveway

DES bwj DWN bwj
CKD DATE 10/5/04

Detention Pond Plan

CLIENT: Town of Elizabeth
PO Box 159
Elizabeth, CO 80107

SHEETS: Beverly Street
Elizabeth, Colorado

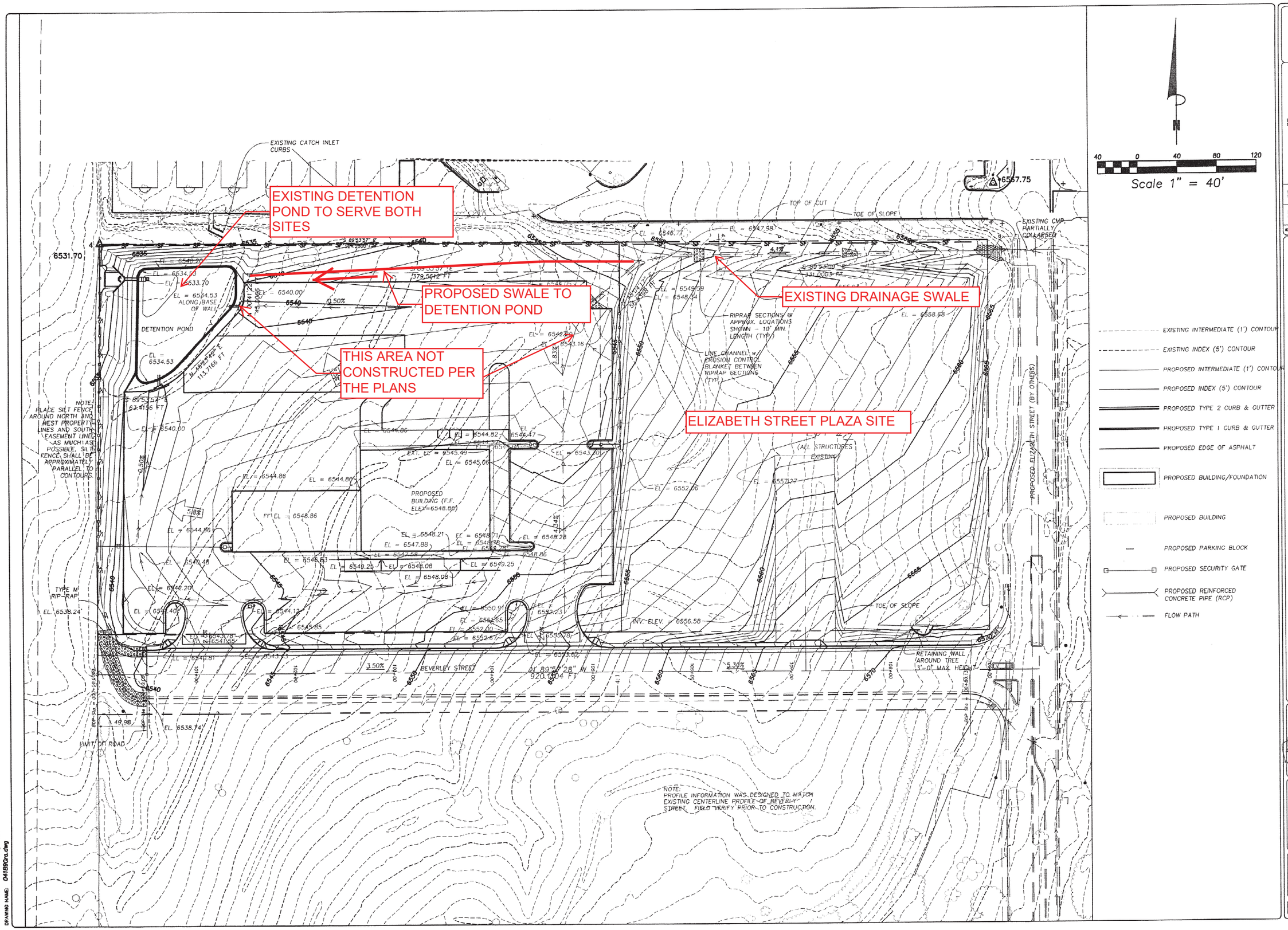
COLORADO REGISTERED PROFESSIONAL ENGINEER

Brian W. Johnson, P.E.

WOODLAND ENGINEERING, Inc.

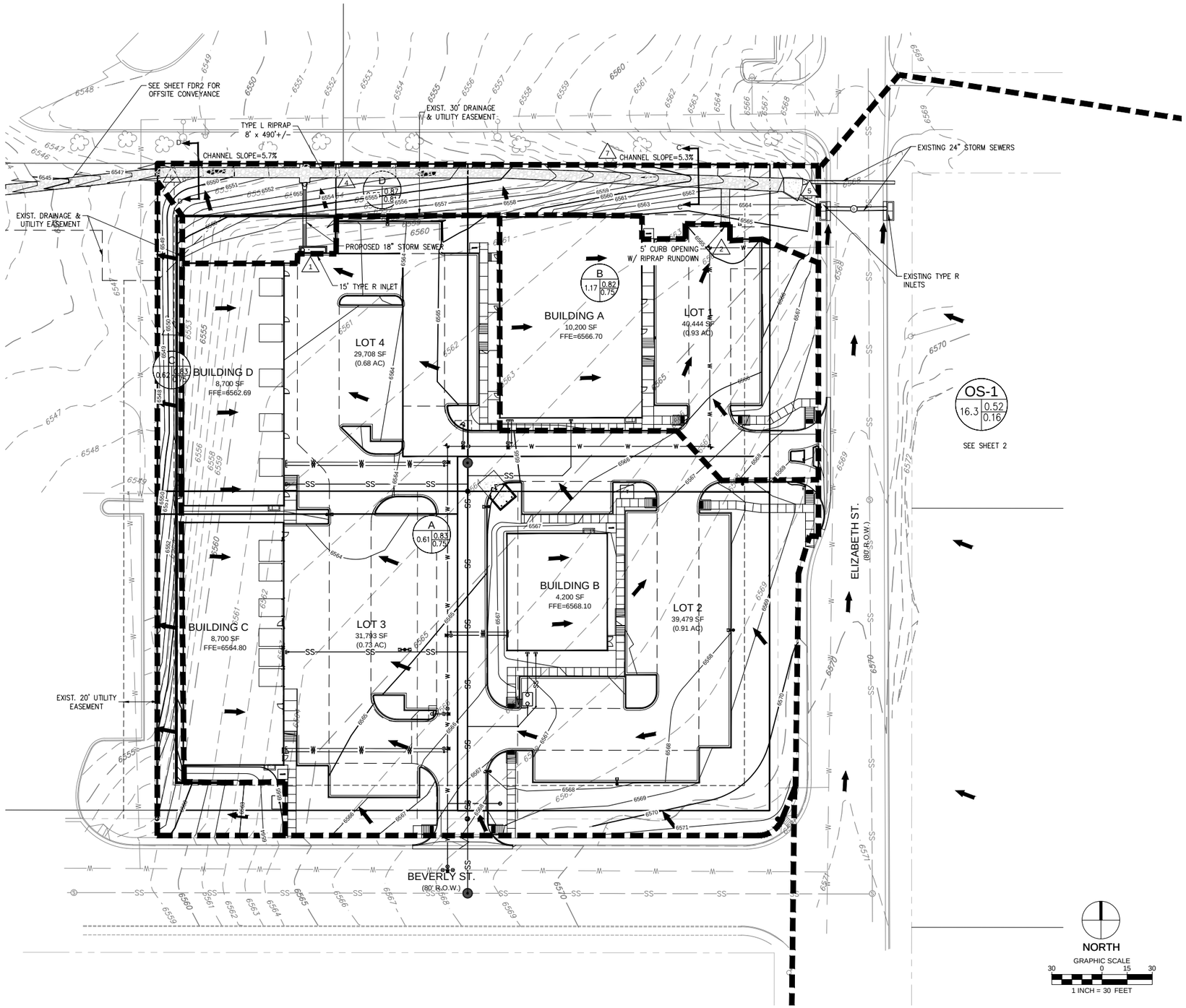
C7
OF 14 SHEETS

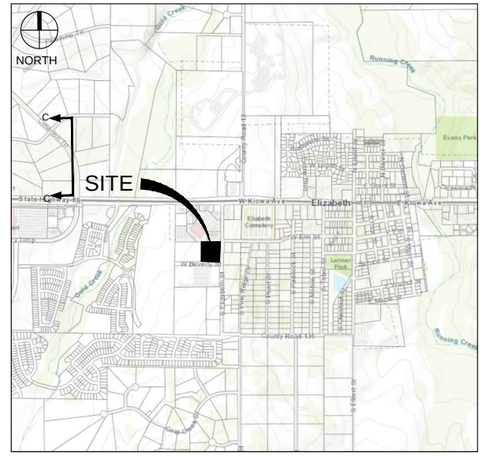
JOB NO. 04189


EXISTING DETENTION POND TO SERVE BOTH SITES
PROPOSED SWALE TO DETENTION POND
EXISTING DRAINAGE SWALE
THIS AREA NOT CONSTRUCTED PER THE PLANS
ELIZABETH STREET PLAZA SITE
EXISTING CATCH INLET CURBS
DETENTION POND
PROPOSED BUILDING (F.F. ELEV=6548.86)
BEVERLEY STREET
TOP OF CUT
TOE OF SLOPE
EXISTING CMP PARTIALLY COLLAPSED
RIPRAP SECTIONS @ APPROX. LOCATIONS SHOWN - 10' MIN. LENGTH (TYP.)
LINE CHANNEL w/ EROSION CONTROL BLANKET BETWEEN RIPRAP SECTIONS (TYP.)
RETAINING WALL AROUND TREE 3'-0" MAX. HEIGHT
TYPE M RIP-RAP
LIMIT OF ROAD
NOTE: PLACE SILT FENCE AROUND NORTH AND WEST PROPERTY LINES AND SOUTH EASEMENT LINES AS MUCH AS POSSIBLE. SILT FENCE SHALL BE APPROXIMATELY PARALLEL TO CONTOURS.
NOTE: PROFILE INFORMATION WAS DESIGNED TO MATCH EXISTING CENTERLINE PROFILE OF BEVERLY STREET. FIELD VERIFY PRIOR TO CONSTRUCTION.
Scale 1" = 40'
EXISTING INTERMEDIATE (1') CONTOUR
EXISTING INDEX (5') CONTOUR
PROPOSED INTERMEDIATE (1') CONTOUR
PROPOSED INDEX (5') CONTOUR
PROPOSED TYPE 2 CURB & GUTTER
PROPOSED TYPE 1 CURB & GUTTER
PROPOSED EDGE OF ASPHALT
PROPOSED BUILDING/FOUNDATION
PROPOSED BUILDING
PROPOSED PARKING BLOCK
PROPOSED SECURITY GATE
PROPOSED REINFORCED CONCRETE PIPE (RCP)
FLOW PATH
ORIGINAL SCALE 1" = 40'
DATE 10/5/04
Drainage & Grading Plan
Town of Elizabeth
PO Box 159
Elizabeth, CO 80107
Beverly Street
Elizabeth, Colorado
WOODLAND ENGINEERING, Inc.
C4
PLOTTING VIEW: CD-Grading Plan
DRAWING NAME: 04189Gra.dwg

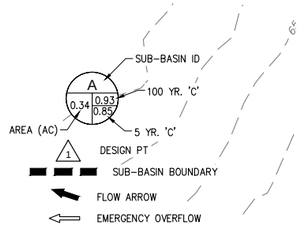
APPENDIX 4

DRAINAGE PLANS





VICINITY MAP
1"=3000'



BASIN RUNOFF SUMMARY TABLE

Basin Designation	Basin Area (ac)	Impervious %	C_5	C_{100}	T_c (min)	Q_5 (cfs)	Q_{100} (cfs)
A	2.46	80%	0.68	0.80	5.4	6.43	13.43
B	0.58	81%	0.69	0.80	5.0	1.55	3.23
C	0.18	2%	0.01	0.44	5.0	0.01	0.01
D	0.37	2%	0.01	0.44	5.3	0.01	0.03
OS-1	16.32	19%	0.16	0.52	26.0	5.09	10.63

DESIGN POINT RUNOFF SUMMARY TABLE

Design Point	Contributing Basins	Contributing Area (acres)	T_c (min)	Q_5 (cfs)	Q_{100} (cfs)
1	A	2.46	5.4	6.43	13.43
2	B	0.58	5.0	5.87	12.25
3	C	0.18	5.0	0.01	0.01
4	OS-1, B & D	17.26	26.0	5.88	12.26
5	OS-1	16.32	26.0	5.09	10.63
6	OS-1, A, B & D	19.72	26.0	9.18	19.15
7	OS-1 & B	16.89	26.0	5.87	12.25

CAUTION NOTICE TO CONTRACTORS
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUCH CALL 811 AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATED ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.

PREPARED FOR:
EO INVESTMENTS LLC
SHANE ROTH
8160 BLAKELAND DR., UNIT B
LITTLETON, CO 80125
PH: (303) 471-5788
FAX:

#	DATE	REVISION DESCRIPTION	BY
1			
2			
3			
4			

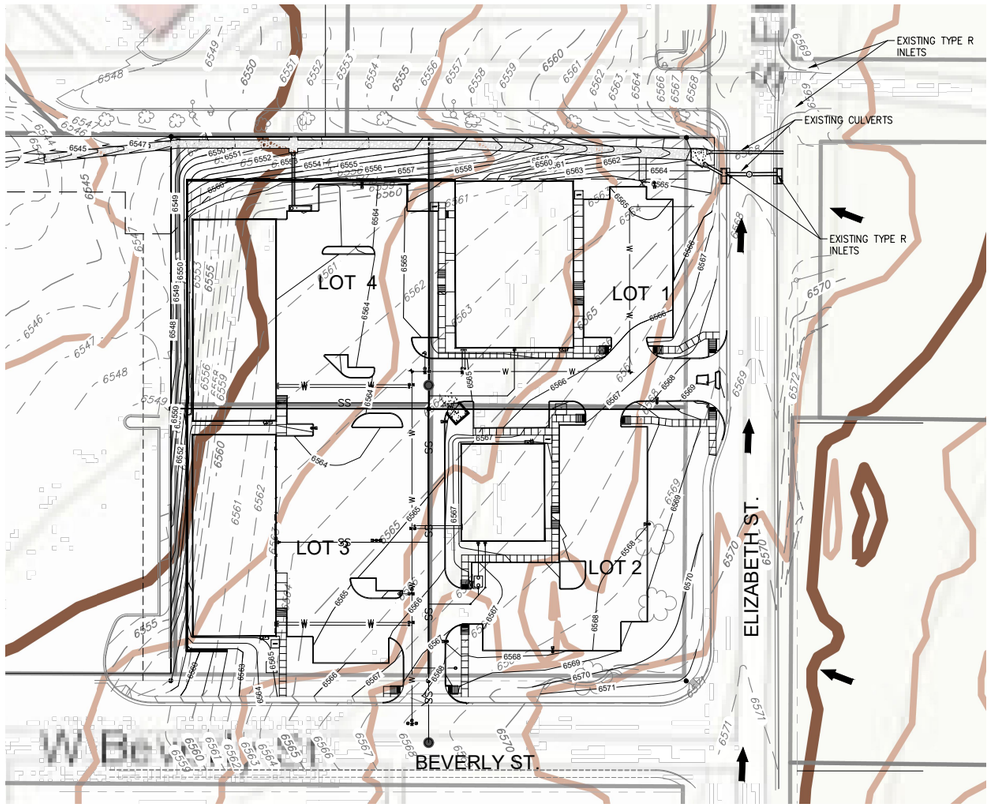
project no.	2111.01	drawn by	
date		designed by	
dwg.		approved by	

ELIZABETH STREET PLAZA

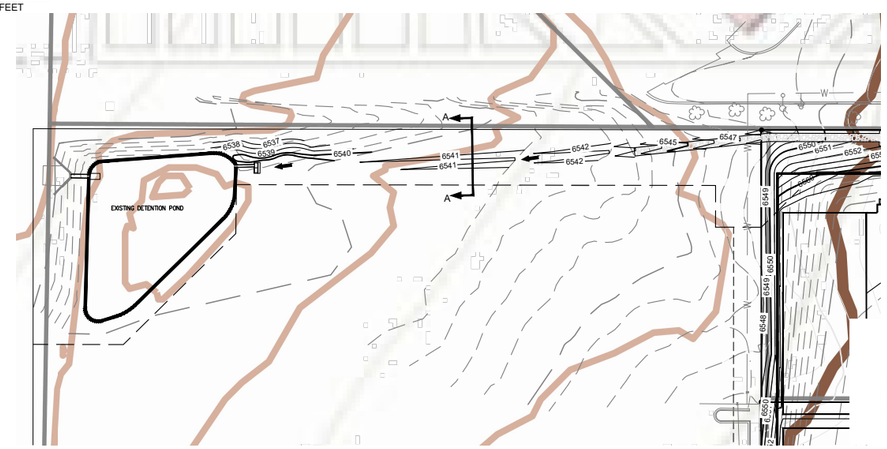
FINAL DRAINAGE PLAN

KELLY DEVELOPMENT SERVICES, LLC
9301 SCRUB OAK DR
LONE TREE, CO 80124
303-888-6338
greg@kellydev.com

SHEET NUMBER
FDR1
SHEET
PROJE
2111

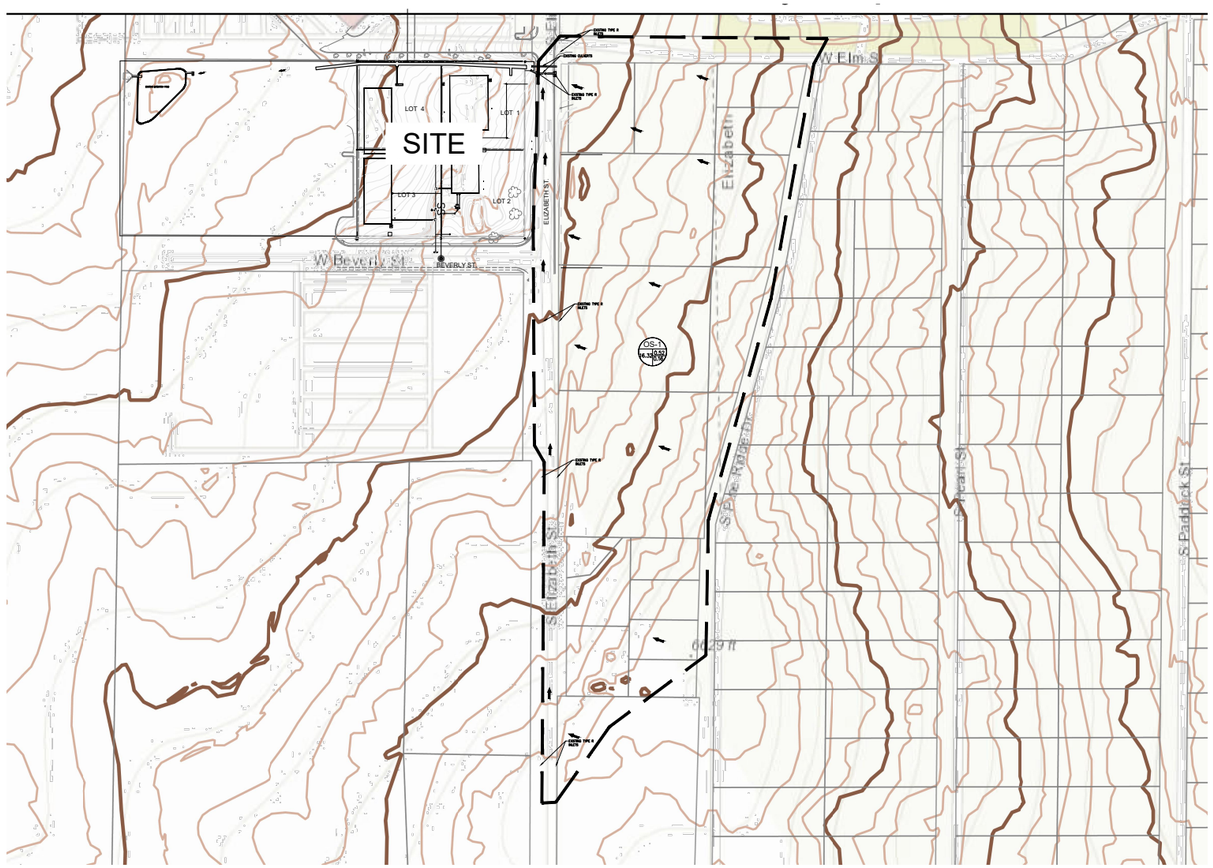


GRAPHIC SCALE
50 0 25 50
1 INCH = 50 FEET



SWALE TO EXISTING DETENTION POND

Elizabeth Street Plaza Off-Site Basin



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PREPARED FOR:

EO INVESTMENTS LLC
SHANE ROTH
8160 BLAKELAND DR., UNIT B
LITTLETON, CO 80125
PH: (303) 471-5788
FAX:

#	DATE	REVISION DESCRIPTION	BY
1			
2			
3			
4			

project no.	2111.01	drawn by	
date		designed by	
dwg.		approved by	

ELIZABETH STREET PLAZA

OFF-SITE BASIN EXHIBIT

KELLY DEVELOPMENT SERVICES, LLC
9301 SCRUB OAK DR
LONE TREE, CO 80124
303-888-6338
greg@kellydev.com

SHEET NUMBER
FDR2
SHEET
PROJE
2111

614220 B: 822 P: 658 SWD
11/18/2021 12:23:15 PM Page 1 of 1 R: $13.00 D: $66.50
Dallas Schroeder Clerk/Recorder, Elbert County, CO

SPECIAL WARRANTY DEED

State Doc Fee: $66.50
Recording Fee: $18.00

THIS DEED is dated the 15th day of November, 2021, and is made between (whether one, or more than one),

Elaine R. Cain

the "Grantor" of the County of Elbert and State of Colorado and

EO Investments LLC, a Colorado limited liability company

as Tenants in Common, (whether one, or more than one), the "Grantee", whose legal address is 621 West Beverly Street, Elizabeth, CO 80107 of the County of Elbert and State of Colorado.

WITNESS, that the Grantor, for and in consideration of the sum of **Six Hundred Sixty Five Thousand Dollars and No Cents ($665,000.00)**, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property, together with any improvements thereon, located in the County of Elbert and State of Colorado described as follows:

Lots 2A, 2B, 2C and 2D,
ELIZABETH STREET PLAZA FIRST AMENDMENT,
County of Elbert, State of Colorado.

also known by street address as: 621 West Beverly Street, Elizabeth, CO 80107

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, and the Grantee's heirs and assigns forever. The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree that the Grantor shall and will WARRANT THE TITLE AND DEFEND the above described premises, in the quiet and peaceable possession of the Grantee and the heirs and assigns of the Grantee, against all and every person or persons claiming the whole or any part thereof, by, through, or under the Grantor except and subject to: Statutory Exceptions as defined in C.R.S. § 38-30-113(5)(a).

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

Elaine R. Cain
Elaine R. Cain

State of Colorado
County of Elbert

The foregoing instrument was acknowledged before me this 15th day of November, 2021 by Elaine R. Cain.

Notary Public
My Commission Expires: 10-17-22

RICHELLE E PETERSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024035553
My Commission Expires October 17, 2022

FROM: Stewart Title Company
10851 S. Crossroads Dr., Suite B
Parker, CO 80134

EO Investments LLC, a Colorado limited liability company
621 West Beverly Street
Elizabeth, CO 80107

RF

March 10, 2022

EO Investments LLC, a Colorado limited liability company
621 West Beverly Street
Elizabeth, CO 80107

File No.: 1458516
Property Address: 621 West Beverly Street, Elizabeth, CO 80107
635 W Beverly Street, Elizabeth, CO 80107
625 West Beverly Street, Elizabeth, CO 80107
631 West Beverly Street, Elizabeth, CO 80107

Congratulations on the completion of your recent real estate purchase. The enclosed policy of title insurance should be kept with your other important records regarding this transaction.

Everyone at Stewart Title Company is always committed to providing you with the professionalism and expertise that you desire. Should you have any questions regarding your policy of title insurance, please do not hesitate to call.

Sincerely,

Stewart Title Company

ALTA OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

Authorized Countersignature
Stewart Title Company
10851 S. Crossroads Dr., Suite B
Parker, CO 80134

STEWART TITLE GUARANTY COMPANY INCORPORATED 1908 TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions.

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9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
      (i) the occupancy, use, or enjoyment of the Land;
      (ii) the character, dimensions, or location of any improvement erected on the Land;
      (iii) the subdivision of land; or
      (iv) environmental protection;

   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. **DEFINITION OF TERMS**

   The following terms when used in this policy mean:
   (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
   (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
   (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
   (d) "Insured": The Insured named in Schedule A.
      (i) the term "Insured" also includes
         (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
         (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
         (C) successors to an Insured by its conversion to another kind of Entity;
         (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
            (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
            (2) if the grantee wholly owns the named Insured,
            (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
            (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
      (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
   (e) "Insured Claimant": An Insured claiming loss or damage.
   (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
   (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
   (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

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(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
(j) "Title": The estate or interest described in Schedule A.
(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. **CONTINUATION OF INSURANCE**
The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. **NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**
The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. **PROOF OF LOSS**
In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. **DEFENSE AND PROSECUTION OF ACTIONS**
(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. **DUTY OF INSURED CLAIMANT TO COOPERATE**
(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. **OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**
In case of a claim under this policy, the Company shall have the following additional options:
(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or

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tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
   (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
   (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.
   Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. **DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
   (i) the Amount of Insurance; or
   (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
   (i) the Amount of Insurance shall be increased by 10%, and
   (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. **LIMITATION OF LIABILITY**

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. **REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. **LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. **PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. **RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. **ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

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15. **LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**
    (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
    (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
    (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
    (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. **SEVERABILITY**
    In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. **CHOICE OF LAW; FORUM**
    (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.
    Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
    (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. **NOTICES, WHERE SENT**
    Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.

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ALTA OWNERS POLICY
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Name and Address of Title Insurance Company: Stewart Title Guaranty Company
P.O. Box 2029
Houston, TX 77252-2029

File No.: 1458516 **Policy No.:** O-9301-5208385

Address Reference: 621 West Beverly Street, Elizabeth, CO 80107
635 W Beverly Street, Elizabeth, CO 80107
625 West Beverly Street, Elizabeth, CO 80107
631 West Beverly Street, Elizabeth, CO 80107

Amount of Insurance: $665,000.00 **Premium:** $1,089.00

Date of Policy: November 18, 2021 at 12:23PM

1. Name of Insured:

   EO Investments LLC, a Colorado limited liability company

2. The estate or interest in the Land that is insured by this policy is:

   FEE SIMPLE

3. Title is vested in:

   EO Investments LLC, a Colorado limited liability company

4. The Land referred to in this policy is described as follows:

   See Exhibit “A” Attached Hereto

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ALTA OWNERS POLICY
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 1458516 **Policy No.:** O-9301-5208385

Lots 2A, 2B, 2C and 2D,
ELIZABETH STREET PLAZA FIRST AMENDMENT,
County of Elbert, State of Colorado.

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ALTA OWNERS POLICY
SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 1458516 **Policy No.:** O-9301-5208385

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

1. Rights or claims of parties in possession, not shown by the public records.

2. Easements, or claims of easements, not shown by the public records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.

4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.

6. Water rights, claims or title to water.

7. All taxes for 2021 and subsequent years, which are a lien not yet payable.

8. Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, and a right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded August 22, 1900 in Book 14 at Page 432.

9. Intentionally Deleted

10. Annexation Agreement recorded February 26, 2003 in Book 640 at Page 932 as Reception No. 430699 and re-recorded June 4, 2003 in Book 645 at Page 475 as Reception No. 435270.

11. Ordinance No. 03-05 recorded February 26, 2003 in Book 640 at Page 933 as Reception No. 430700.

12. Intentionally Deleted

13. Intentionally Deleted

14. Subdivision Agreement recorded December 10, 2004 in Book 666 at Page 755 as Reception No. 456795.

15. Community Development Block Grant Agreement recorded December 10, 2004 in Book 666 at Page

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756 as Reception No. 456796.

16. All matters shown on the plat of Elizabeth Street Plaza recorded December 10, 2004 as Reception No. 456797.

17. All matters shown on the plat of Elizabeth Street Plaza First Amendment recorded December 13, 2004 in Book 12 at Page 108.

18. Ordinance 05-09 recorded September 28, 2005 in Book 676 at Page 631 as Reception No. 466773.

19. Petitions and Resolutions recorded October 17, 2006 in Book 688 at Page 652 as Reception No. 478930., October 17, 2006 in Book 688 at Page 653 as Reception No. 478931., October 17, 2006 in Book 688 at Page 654 as Reception No. 478932. and October 17, 2006 in Book 688 at Page 655 as Reception No. 478933.

20. Terms, agreements, provisions, conditions and obligations as contained in Special Warranty Deed recorded May 27, 2009 in Book 711 at Page 564 as Reception No. 502117.

21. Resolution No. 15-05 recorded February 11, 2015 in Book 757 at Page 613 as Reception No. 548623.

22. All right, title, claim, demand or interest which may be asserted by the owners of adjoining property in and to subject property or by the owners of subject property in and to adjacent property, based on adverse possession or otherwise, due to or resulting from the failure of any fences located on subject property and adjacent property to follow established boundary lines.

23. Any and all unrecorded leases or tenancies and any and all parties claiming by, through, or under such leases or tenancies.

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CO 110.1 OP DELETION OF EXCEPTION
ATTACHED TO POLICY NUMBER O-9301-5208385

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 1458516 **Charge:** $65.00

Said Policy is hereby amended by deleting exceptions 1-4 of Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Authorized Countersignature
Stewart Title Company
10851 S. Crossroads Dr., Suite B
Parker, CO 80134

STEWART TITLE GUARANTY COMPANY INCORPORATED 1908 TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

Anti-Fraud Statement
CRS 10-1-128

File No.: 1458516

"It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies."

Stewart Title Guaranty Company Privacy Notice
Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. *Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company*	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: **Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056**

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Biometric Information
Category F: Internet or other similar network activity
Category G: Geolocation data
Category H: Sensory data
Category I: Professional or employment-related information
Category J: Non-public education information
Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting http://stewart.com/ccpa

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: **http://stewart.com/ccpa**

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation

Attn: Mary Thomas, Deputy Chief Compliance Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056

No. 2988

THE UNITED STATES OF AMERICA,

Certificate No. 15703 To all to whom these presents shall come, Greeting:

Whereas Friederick Fiedemann of Elbert County Colorado has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Denver Colorado whereby it appears that full payment has been made by the said Friederick Fiedemann according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the East half of the South East Quarter of Section twelve, and the East half of the North East Quarter of Section thirteen in Township eight South of Range Sixty five West of the Sixth Principal Meridian in Colorado, containing one hundred and sixty acres.

according to the Official Plat of the survey of the said lands returned to the General Land Office by the Surveyor General, which said tract has been purchased by the said Friederick Fiedemann

Now know Ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant, unto the said Friederick Fiedemann and to his heirs, the said tract above described: [illegible] the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature thereunto belonging, unto the said Friederick Fiedemann and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and there is reserved from the land herein granted a right of way thereon for ditches or canals constructed by the authority of the United States.

In testimony whereof, I, Benjamin Harrison, President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand at the City of Washington, the 6th day of January in the year of our Lord one thousand eight hundred and ninety two and of the Independence of the United States the one hundred and sixteenth

U. S. GENERAL LAND OFFICE SEAL

BY THE PRESIDENT: Benjamin Harrison

[illegible] Secretary.

Recorded Vol. 271, Page 72

Recorder of the General Land Office

Filed for record the 22 day of [illegible]

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ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into this 11th day of FEBRUARY, 2003, by and between Bart Caldwell and Ronald L. Haynes (hereinafter referred to as the "Developer"), and the Town of Elizabeth, Colorado, (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, a petition has been filed with the Town, pursuant to Section 31-12-107(1), C.R.S., for annexation of the unincorporated lands described in **Exhibit A** attached hereto and incorporated herein by reference (said lands being hereinafter referred to as the "Property"); and

WHEREAS, the Developer is the owner of one hundred percent (100%) of the Property; and

WHEREAS, the Developer desires to have the Property annexed into the Town in order to obtain from the Town such municipal services as the Town may now or in the future extend including, but not limited to, those described herein; and

WHEREAS, the Town has determined that it is in its best interest to annex the Property, to provide municipal services thereto, and to receive revenues from the development occurring thereon upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, promises and agreements of each of the parties hereto and the District (as to the extent set forth in paragraph 3, below) to be kept and performed by each of them, the parties agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Act of 1965, as amended.

2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by the Developer upon annexation and development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Town of Elizabeth Land Development Ordinance, as currently in effect, or as hereinafter amended, any and all applicable state statutes, and other ordinances of the Town of Elizabeth.

RE RECORDED TO AHACH LEGAL DESCRIPTION

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3. Zoning and Development. The Property Owner hereby consents to zoning the Property B-1 and B-2 as described on the attached exhibit A.

4. Water and Sewer Service. Prior to issuance of a building permit for any structure on the Property, the Property Owners shall bring both municipal water and sewer lines to the Property at their expense and in conformance with the Town standards and specifications.

a) The Town will provide water and sewer services at the normal rates to the Property once the Property water and sewer lines are properly constructed, dedicated, and a certificate of occupancy has been issued for the structure. The Town will repair and maintain that portion of the water and sewer lines dedicated and conveyed to the Town after final acceptance.

b) In the event that easements over private property are necessary to obtain water and sewer service, the Property Owners shall obtain at there own expense all necessary water and utility easements, and dedicate said easements to the Town.

c) The Property Owners shall, upon execution of this Agreement, convey to the Town by special warranty deed, free and clear of liens and encumbrances, all of the water rights appurtenant to the Property.

d) The Property Owners shall pay to the Town all customary tap fees for water and sewer service.

5. Town Ordinances, Regulations, Codes, Policies and Procedures. Except as expressly provided herein, all Town ordinances, regulations, codes, policies, and procedures shall be applicable to the use and development of the Property.

6. Existing Special Districts. There are currently a number of special districts serving the Property, which provide fire, water, sewer, and drainage improvements. Unless otherwise agreed to by the Town, no special district, general improvement district, metropolitan district or special improvement district shall be formed to provide any financing for improvements to the Property.

7. Public Improvements Financed or Constructed by the Town. The Town has no obligation to construct or finance any public improvements under this Agreement for the benefit of the Property.

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521-8061

8. Road Improvements. The Developer hereby agrees to pay to the Town of Elizabeth the amount of $28,000.00 within 30 days of Annexation Ordinance approval.

9. Road Impact Fee. The Developer hereby agrees to pay a road impact fee to the Town in the amount of 50 cents per square foot of floor area of any building to be constructed, altered, modified or remodeled on the Property as determined from either the plans and specifications submitted to the Building Official or, at the discretion of the Building Official, by actual measurement at the time of initial issuance of the building permit for improvements constructed on the Property by the Developer. The road impact fee shall only be assessed on the portion of the existing building on the Property being remodeled and shall not apply to the existing stable portion of this building until this portion of the building is altered, modified, or remodeled. The road impact fee will be increased annually by the U.S. Bureau of Labor Statistics Consumer Price Index for Boulder-Denver, All Items, All Urban Customers, or its successor index commencing on the approval of the first final plat ("CPI"). The road impact fee may be changed by Town ordinance to apply uniformly throughout the Town to all uses including, but not limited to, residential, commercial, or industrial, in which event any increase in the road impact fee shall be applicable to all building permits issued on the Property after the effective date of such ordinance. If the road impact fee as established by ordinance meets or exceeds the 50 cents per square foot as adjusted, then in that event the road impact fee imposed by this Agreement will not be adjusted on an annual basis by the CPI.

10. Participation in Traffic Signage Cost. The Developer or its successors shall participate in the cost of installing traffic signs when warranted at the intersection of Beverly Street and Elizabeth Street and at the intersection of Elizabeth Street and Elm Street.

11. Open Space Fee. The developer hereby agrees to dedicate to the Town 10% of the net acreage of the Property for Open Space upon the Property Being platted.

12. Interior Road Improvements.
Beverly Street shall be improved at the sole expense of the applicant according to the Town of Elizabeth roadway standards.

13. Recordation of Agreement. This Agreement shall be recorded with the Clerk and Recorder of Elbert County, Colorado, shall run with the land, and shall be binding upon and shall inure to the benefit of the heirs, successors and permitted assigns of the parties hereto.

14. Assignment. Any and all of the rights, duties and obligations of the Developer hereunder may be assigned by the Developer to any person or entity that is financially

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responsible. The financial responsibility of such assignee shall be subject to the approval of the Town, which approval shall not be unreasonably withheld or delayed. Upon such approval the Town shall provide the Developer with written acknowledgment of such approval. In such event, the assignee shall assume all of the rights, duties and obligations of the Developer hereunder as to the portion of the Property so assigned, and the Developer shall be relieved from all further liabilities, duties and obligations as to the portion of the Property so assigned.

15. Cure of Legal Defects. In the event the annexation or zoning of the Property, or any portion of this Agreement, is declared void or unenforceable by final court action, the Town and the Developer shall cooperate to cure any legal defects cited by the court, and immediately upon such cure the Town shall reinstitute and complete proceedings to annex the Property subject to the terms of this Agreement.

16. Remedies. The Developer waives any constitutional claims it may have against the Town arising out of a breach of this Agreement. **The remedies of the Developer against the Town under this Agreement are limited to breach of contract claims.** The Town's remedies under this Agreement include, but are not limited to, the following:

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

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

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

d. Any other remedy available at law.

17. Effective Date. This Agreement shall be effective and binding upon the parties immediately upon the effective date of an ordinance annexing and zoning the Property, regardless of whether the Agreement is executed prior to the effective date of said ordinance annexing and zoning the Property.

18. Town Fees. The Developer hereby agrees to pay the actual cost plus fifteen percent (15%) to defray the reasonable administrative and engineering expenses of the Town, to the Town for engineering, surveying, and legal services rendered in connection with the review of the annexation of the Property, which costs shall be determined by the Town Planning Director. In addition, the Developer shall reimburse the Town for the actual cost of making corrections or additions to the official Town map, with a fee for recording such map, if

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necessary, and accompanying documents with the Elbert County Clerk and Recorder. The Developer acknowledges that all impact fees as established by Town ordinance shall be paid at the time of development of the Property.

19. Authority of the Town. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances, or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee that is of uniform or general application.

20. Waiver of Prior Vested Rights. The Property Owner waives any prior vested property rights acquired in Elbert County so long as the Property remains annexed into the Town.

21. Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid, and the parties shall cooperate to cure any such defect as provided in paragraph 15 of this Agreement.

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

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

To the Town:

Town of Elizabeth
P.O. Box 159
321 South Banner Street
Elizabeth, Colorado 80107

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Copy to:

Corey Y. Hoffmann, Esq.
Hayes, Phillips, Hoffmann & Carberry P.C.
1350 17th Street, Suite 450
Denver, Colorado 80202

To the Developer:

Bart Caldwell
P.O.Box 39
Elizabeth, CO 80107

24. Entire Agreement - Amendments. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. This Agreement may be amended by written agreement between the Developer and the Town acting pursuant to authorization of the Board of Trustees.

DEVELOPER:

Ronald L. Haynes

Bart Caldwell

STATE OF COLORADO)
) ss.
COUNTY OF Elbert)

BETH MILLER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 6/5/2005

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 20th day of FEBRUARY, 2003, by RONALD L. HAYNES AND BART CALDWELL

My commission expires: 6-5-2005

(S E A L)

JUN 04 2003
NOT ORIGINAL SIGNATURES AND SEAL

Notary Public

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TOWN OF ELIZABETH, COLORADO

By: _____
James W. Parker, Mayor

ATTEST:

_____
Sandra K. Tweedy, Town Clerk

APPROVED AS TO FORM:

_____
Corey Y. Hoffmann, Town Attorney

JUN 04 2003
NOT ORIGINAL
SIGNATURES
OR SEAL

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Legal Description – Whistling Pines B-1 Parcel

A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4NE1/4) OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6th PRINCIPAL MERIDIAN, COUNTY OF ELBERT, STATE OF COLORADO; BEING MORE PARTICURLARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER, AND CONSIDERING THE EAST LINE OF SAID NORTHEAST QUARTER TO BEAR SOUTH 01°19'19" WEST, WITH ALL BEARINGS HEREIN RELATIVE THERETO;
THENCE SOUTH 01°19'19" WEST, FOR 787.00 FEET ON SAID EAST LINE TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE FOR ELM STREET AS DEFINED IN THE PLAT OF ELIZABETH ACRES, AND RECORDED IN THE OFFICIAL RECORDS OF ELBERT COUNTY AT PLAT BOOK 2, PAGE 40;
THENCE NORTH 89°57'28" WEST, ALONG THE SOUTH LINE OF SAID ELM STREET, FOR 351.00 FEET TO THE NORTHWEST CORNER OF PLOT 6 OF SAID ELIZABETH ACRES;
THENCE SOUTH 00°02'32" WEST, ALONG THE WEST BOUNDARY LINE OF SAID ELIZABETH ACRES, FOR 426.28 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF THAT TRACT DESCRIBED IN BOOK 272, PAGE 960 OF THE ELBERT COUNTY RECORDS;
THENCE NORTH 89°57'28" WEST, ALONG SAID NORTH LINE EXTENDED, FOR 451.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 89°57'28" WEST, AND CONTINUING ALONG SAID LINE, FOR 529.11 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE E1/2 OF THE NE1/4 OF SAID SECTION 13;
THENCE NORTH 00°41'18" EAST, ALONG SAID WEST LINE, FOR 432.16 FEET TO THE SW CORNER OF THE ELIZABETH TOWNE CENTRE AS RECORDED IN PLAT BOOK 11, AT PAGE 3;
THENCE SOUTH 89°53'57" EAST, ALONG SAID SOUTH LINE, FOR 524.23 FEET;
THENCE SOUTH 00°02'32" WEST, FOR 431.59 FEET TO THE TRUE POINT OF BEGINNING.
CONTAINS 5.22 ACRES MORE OR LESS.

Legal Description – Whistling Pines B-2 Parcel

A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4NE1/4) OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6th PRINCIPAL MERIDIAN, COUNTY OF ELBERT, STATE OF COLORADO; BEING MORE PARTICURLARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER, AND CONSIDERING THE EAST LINE OF SAID NORTHEAST QUARTER TO BEAR SOUTH 01°19'19" WEST, WITH ALL BEARINGS HEREIN RELATIVE THERETO;
THENCE SOUTH 01°19'19" WEST, FOR 787.00 FEET ON SAID EAST LINE TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE FOR ELM STREET AS DEFINED IN THE PLAT OF ELIZABETH ACRES, AND RECORDED IN THE OFFICIAL RECORDS OF ELBERT COUNTY AT PLAT BOOK 2, PAGE 40;
THENCE NORTH 89°57'28" WEST, ALONG THE SOUTH LINE OF SAID ELM STREET, FOR 351.00 FEET TO THE NORTHWEST CORNER OF PLOT 6 OF SAID ELIZABETH ACRES;
THENCE SOUTH 00°02'32" WEST, ALONG THE WEST BOUNDARY LINE OF SAID ELIZABETH ACRES, FOR 426.28 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF THAT TRACT DESCRIBED IN BOOK 272, PAGE 960 OF THE ELBERT COUNTY RECORDS;
THENCE NORTH 89°57'28" WEST, ALONG SAID NORTH LINE EXTENDED FOR 60.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 89°57'28" WEST, ALONG SAID NORTH LINE, FOR 391.00 FEET;
THENCE NORTH 00°02'32" EAST, ALONG A LINE PARALLEL TO THE WEST BOUNDARY OF ELIZABETH ACRES, FOR 431.59 FEET TO A POINT ON THE SOUTH LINE OF ELIZABETH TOWNE CENTER AS RECORDED IN PLAT BOOK 11, AT PAGE 3;
THENCE SOUTH 89°53'57" EAST, ALONG SAID SOUTH LINE, FOR 371.00 FEET;
THENCE SOUTH 00°02'32" WEST, PARALLEL WITH AND 80 FEET WEST OF THE WESTERLY BOUNDARY LINE OF SAID ELIZABETH ACRES, FOR 20.00 FEET;
THENCE SOUTH 89°53'57" EAST, FOR 20.00 FEET, A POINT 60 FEET WEST OF SAID WEST LINE TO ELIZABETH ACRES;
THENCE SOUTH 00°02'32" WEST, PARALLEL WITH AND 60 FEET WEST OF THE WESTERLY BOUNDARY LINE OF SAID ELIZABETH ACRES, FOR 411.19 FEET TO THE TRUE POINTOF BEGINNING.
CONTAINS 3.86 ACRES, MORE OR LESS.

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1 of 3 R 16.00 D 0.00 Elbert County CO

ORDINANCE 03- 05

AN ORDINANCE REZONING CERTAIN PROPERTY WITHIN THE TOWN OF ELIZABETH TO HIGHWAY COMMERCIAL (B-1) AND GENERAL BUSINESS (B-2)

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

Section 1. Findings of Fact.

A. The Town desires to rezone certain property within the Town of Elizabeth, Colorado, which property is more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"), in part to Highway Commercial (B-1), and in part to General Business (B-2), as more particularly described in **Exhibits B** and **C**, attached hereto and incorporated herein by this reference.

B. Public notice has been given of such rezoning by one (1) publication in a newspaper of general circulation within the Town at least fifteen (15) days before the public hearing of such rezoning.

C. Written notice of such hearing on the proposed rezoning was sent by first class mail at least fifteen (15) days prior to the hearing to owners of property within three hundred (300) feet of the Property.

D. A need exists for rezoning the Property to Highway Commercial (B-1) and to General Business (B-2), as more particularly described in **Exhibits B** and **C**.

Section 2. The property identified in **Exhibit B** is hereby rezoned Highway Commercial (B-1).

Section 3. The property identified in **Exhibit C** is hereby rezoned General Business (B-2).

Section 4. The Zoning Ordinance and Zoning Map are hereby amended to conform with the zoning change for the Property.

Section 5. 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 6. 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 7. 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 11th day of February, 2003.

Passed by a vote of 6 for and 1 against and ordered published.

James W. Parker, Mayor

02/04/03
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2 of 3 R 16.00 D 0.00 Elbert County CO

ATTEST

Sandra K. Tweedy, Town Clerk

TOWN OF KIOWA INCORPORATED SEPT. 24 1918 ELBERT COUNTY

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3 of 3 R 16.00 D 0.00 Elbert County CO

Legal Description – Whistling Pines B-1 P

A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4NE1/4) OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6th PRINCIPAL MERIDIAN, COUNTY OF ELBERT, STATE OF COLORADO; BEING MORE PARTICURLARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER, AND CONSIDERING THE EAST LINE OF SAID NORTHEAST QUARTER TO BEAR SOUTH 01°19'19" WEST, WITH ALL BEARINGS HEREIN RELATIVE THERETO;
THENCE SOUTH 01°19'19" WEST, FOR 787.00 FEET ON SAID EAST LINE TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE FOR ELM STREET AS DEFINED IN THE PLAT OF ELIZABETH ACRES, AND RECORDED IN THE OFFICIAL RECORDS OF ELBERT COUNTY AT PLAT BOOK 2, PAGE 40;
THENCE NORTH 89°57'28" WEST, ALONG THE SOUTH LINE OF SAID ELM STREET, FOR 351.00 FEET TO THE NORTHWEST CORNER OF PLOT 6 OF SAID ELIZABETH ACRES;
THENCE SOUTH 00°02'32" WEST, ALONG THE WEST BOUNDARY LINE OF SAID ELIZABETH ACRES, FOR 426.28 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF THAT TRACT DESCRIBED IN BOOK 272, PAGE 960 OF THE ELBERT COUNTY RECORDS;
THENCE NORTH 89°57'28" WEST, ALONG SAID NORTH LINE EXTENDED, FOR 451.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 89°57'28" WEST, AND CONTINUING ALONG SAID LINE, FOR 529.11 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE E1/2 OF THE NE1/4 OF SAID SECTION 13;
THENCE NORTH 00°41'18" EAST, ALONG SAID WEST LINE, FOR 432.16 FEET TO THE SW CORNER OF THE ELIZABETH TOWNE CENTRE AS RECORDED IN PLAT BOOK 11, AT PAGE 3;
THENCE SOUTH 89°53'57" EAST, ALONG SAID SOUTH LINE, FOR 524.23 FEET;
THENCE SOUTH 00°02'32" WEST, FOR 431.59 FEET TO THE TRUE POINT OF BEGINNING.
CONTAINS 5.22 ACRES MORE OR LESS.

ILLEGIBLE COPY
KW
02/26/03

Legal Description – Whistling Pines B-2 Parcel

A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4NE1/4) OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6th PRINCIPAL MERIDIAN, COUNTY OF ELBERT, STATE OF COLORADO; BEING MORE PARTICURLARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER, AND CONSIDERING THE EAST LINE OF SAID NORTHEAST QUARTER TO BEAR SOUTH 01°19'19" WEST, WITH ALL BEARINGS HEREIN RELATIVE THERETO;
THENCE SOUTH 01°19'19" WEST, FOR 787.00 FEET ON SAID EAST LINE TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE FOR ELM STREET AS DEFINED IN THE PLAT OF ELIZABETH ACRES, AND RECORDED IN THE OFFICIAL RECORDS OF ELBERT COUNTY AT PLAT BOOK 2, PAGE 40;
THENCE NORTH 89°57'28" WEST, ALONG THE SOUTH LINE OF SAID ELM STREET, FOR 351.00 FEET TO THE NORTHWEST CORNER OF PLOT 6 OF SAID ELIZABETH ACRES;
THENCE SOUTH 00°02'32" WEST, ALONG THE WEST BOUNDARY LINE OF SAID ELIZABETH ACRES, FOR 426.28 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF THAT TRACT DESCRIBED IN BOOK 272, PAGE 960 OF THE ELBERT COUNTY RECORDS;
THENCE NORTH 89°57'28" WEST, ALONG SAID NORTH LINE EXTENDED FOR 60.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 89°57'28" WEST, ALONG SAID NORTH LINE, FOR 391.00 FEET;
THENCE NORTH 00°02'32" EAST, ALONG A LINE PARALLEL TO THE WEST BOUNDARY OF ELIZABETH ACRES, FOR 431.59 FEET TO A POINT ON THE SOUTH LINE OF ELIZABETH TOWNE CENTER AS RECORDED IN PLAT BOOK 11, AT PAGE 3;
THENCE SOUTH 89°53'57" EAST, ALONG SAID SOUTH LINE, FOR 371.00 FEET;
THENCE SOUTH 00°02'32" WEST, PARALLEL WITH AND 80 FEET WEST OF THE WESTERLY BOUNDARY LINE OF SAID ELIZABETH ACRES, FOR 20.00 FEET;
THENCE SOUTH 89°53'57" EAST, FOR 20.00 FEET, A POINT 60 FEET WEST OF SAID WEST LINE TO ELIZABETH ACRES;
THENCE SOUTH 00°02'32" WEST, PARALLEL WITH AND 60 FEET WEST OF THE WESTERLY BOUNDARY LINE OF SAID ELIZABETH ACRES, FOR 411.19 FEET TO THE TRUE POINTOF BEGINNING
CONTAINS 5.46 ACRES, MORE OR LESS.

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1 of 51 R 256.00 D 0.00 Elbert County

SUBDIVISION AGREEMENT

This agreement is made this 23rd day of JULY, 2004, by and between the Town of Elizabeth, Colorado, a statutory municipal corporation (the "Town") and Destiny Ventures, LLC, a Colorado limited liability company the ("Developer").

RECITALS:

A. The Developer is the owner of certain real property located in the Town of Elizabeth, known as the Elizabeth Street Plaza Subdivision, which is more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property").

B. On July 27th, 2004, the Town Board of the Town of Elizabeth, after holding all necessary public hearings and having received a recommendation of approval from the Elizabeth Planning Commission, approved the final plat for the Property. A copy of the final plat is attached hereto as **Exhibit B** and incorporated herein.

C. The approvals cited above are contingent upon the express condition that all duties created by this Agreement are faithfully performed by the Developer.

AGREEMENT

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

1. **Purpose**. The purpose of this agreement is to set forth the terms, conditions, and fees to be paid by the Developer upon subdivision of the Property. All conditions contained herein are in addition to any and all requirements of the Town of Elizabeth Subdivision Ordinance and Zoning Ordinance, any and all state statutes, and any other sections of the Town of Elizabeth Municipal Code, and are not intended to supersede any requirements contained therein.

2. **Agreements and other requirements**. The Developer hereby agrees to perform any and all requirements of the Annexation Agreement entered into and between the Town and the Developer on February 11, 2003, which was recorded in Book _____ at Page _____ of the Elbert County real estate records. The requirements of the Annexation Agreement are in addition to the requirements of this Agreement and are not intended to supersede any requirements contained herein.

3. **Fees**. The following fees shall be paid to the Town by the Developer.

a. The Developer hereby agrees to pay the Town the actual cost to the Town for plan review, engineering review, hydrological and surveying review prior to, and during the development process, and for constructing observation, inspection and

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materials testing during the construction process for public improvements, and for construction observation, inspection and materials testing and electronic deliverable review during the warranty period for public improvements, and for legal services (the "Actual Costs") rendered in connection with the review of the subdivision of the Property including related administrative fees not to exceed fifteen percent (15%) of the Actual Costs. In addition, the Developer shall reimburse the Town for the costs of making corrections or additions to the master copy of the official Town Map and for the fee for recording the final plat and accompanying documents with the Elbert County Clerk and Recorder.

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

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

4. **Specific Conditions.** The Town and Developer agree to be bound by the Agreement between the Town and the Department of Affairs, which is attached hereto as **Exhibit E**, and incorporated herein by this reference, and which is to be approved concurrently with this Agreement (the "Grant Agreement"). Moreover, this Agreement and the Grant Agreement shall each be contingent on approval of the other. Based on the approval of this Agreement and the Grant Agreement, the Town and the Developer further agree as follows:

a. The Town shall be responsible for constructing those public improvements identified in **Exhibit C**, attached hereto and incorporated herein by this reference, which improvements shall be paid from funds received pursuant to the Grant Agreement. The Town shall have no financial obligation pursuant to this Agreement, and no Town funds in excess of those received pursuant to the Grant Agreement are appropriated for any purpose pursuant to this Agreement.

b. The Developer shall be responsible for securing the construction of the public improvements identified in **Exhibit C** as more particularly described in Paragraph 11 of this Agreement, and shall be responsible for financially assuring and securing the performance of Abacus Moving and Storage, Inc. ("Abacus"), or any assigns of this Agreement. Developer's security obligation shall terminate upon receipt by the Town of documentation from the Department of Local Affairs that Abacus has finally created the number of full-time jobs required by Exhibit A to the Grant Agreement, and that Abacus and the Town have no further obligations pursuant to the Grant Agreement.

c. Subject to Developer's obligations pursuant to subsection b. of this Paragraph 4, the Developer shall have no obligation for guaranteeing completed construction of the public improvements, or for completing any warranty work on the public improvements paid for by funds from the Grant Agreement. The Developer shall

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also have no obligation to warranty the work of any third party contractors with whom Developer has no contractual relationship.

d. Upon execution of this Agreement, and as a condition of the replatting of Lots 2A through 2D of the Elizabeth Street Plaza Subdivision, Developer shall:

i. Pay the amount of Eight Thousand, Six Hundred Dollars ($8,600.00) to the Town as reimbursement for the installation of two water tees; and

ii. Pay the amount of $10,788.61 to the Town for Developer's proportionate share of the twelve (12) inch water line installed by Hammers Construction, which amount shall be reimbursed by the Town to Hammers Construction.

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

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

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

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

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

d. Any other remedy available at law.

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

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a reasonable amount of time to cure if the breach described in the notice cannot be cured within the thirty day period.

7. **Public Improvements and Warranty**. All drainage structures, paved streets, including curb, gutter, and slope easements, and necessary appurtenances as shown on the subdivision plat and the associated construction documents (the Public Improvements) as provided by the Director of Public Works of the Town, shall be installed and completed at the pursuant to this Agreement, and any improvements and property constructed pursuant to this Agreement shall be dedicated and/or conveyed to the Town. The improvements required by this Agreement and shown on the final subdivision plat submittal, as well as associated construction documents approved by the Director of Public Works of the Town and the costs of these improvements are set forth on **Exhibit C** attached hereto and incorporated herein. All public improvements covered by this agreement shall be made in accordance with the subdivision plat and associated construction documents drawn according to regulations and construction standards for such improvements and approved by the Director of Public Works of the Town.

In accordance with Paragraph 11 of this Agreement, the Developer shall warrant the conveyance of the Public Improvements for a period of two (2) years from the date the Town Director of Public Works grants probationary acceptance of the Public Improvements, but only as to the following:

a. That the title conveyed shall be marketable and its transfer rightful; and

b. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance.

8. **Completion of Public Improvements**. The obligations provided for in Paragraph 7 of this Agreement, including the inspections hereof, shall be completed on or before _____. Upon completion of construction by the Town pursuant to this Agreement, the Town's Director of Public Works or his designee shall inspect the improvements and certify with specificity their conformity or lack thereof to the Town's specifications.

9. **Related Costs - - Public Improvements**. The Developer to the extent not covered by the Grant Agreement shall provide all necessary engineering designs, surveys, field surveys and incidental services related to the construction of the Public Improvements at its sole cost and expense; including reproducible "as built" drawings certified accurate by a professional engineer registered in the State of Colorado.

10. **Improvements to be the Property of the Town**. All Public Improvements for roads, concrete curbs and gutters, storm sewers, and drainage improvements accepted by the Town shall be dedicated to the Town and warranted for a period of twenty-four (24) months following probationary acceptance by the Town, as provided above.

11. **Performance Guarantee**. In order to secure the construction and installation of the Public Improvements the Developer shall, prior to recording the final plat in the real estate records of Elbert County, which recording shall occur no later than ninety (90) days after the

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execution of this Agreement, furnish the Town, at the Developer's expense, with the Performance Guarantee described herein. The Performance Guarantee provided by the Developer shall be an irrevocable letter of credit in which the Town is designated as beneficiary in an amount equal to one hundred ten percent (110%) of the estimated costs of the Public Improvements to be constructed and installed as set forth in Exhibit C, to secure the performance and completion of the Public Improvements. The Developer agrees that the approval of the final plat of the Town is contingent upon the Developer's provision of an irrevocable letter of credit to the Town within ninety (90) days of the execution of this Agreement in the amount and form provided herein. Failure of the Developer to provide an irrevocable letter of credit to the Town in the manner provided herein shall negate the Town's approval of the final plat. Letters of credit shall be substantially in the form and content set forth in **Exhibit D**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The Town will not start the construction of any public or private improvement on the property, (excluding earth work, over-lot grading and foundation excavation) or the erection of any structure, temporary or otherwise pursuant to the Grant Agreement, until the Town has received and approved the irrevocable letter of credit.

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

The estimated costs of the Public Improvements may increase or decrease in the future. Accordingly, the Town reserves the right to review and adjust the cost estimates on an annual basis by an amount not exceeding ten percent per year. Adjusted cost estimates will be made according to changes in the Construction Costs Index as published by the Engineering News Record. If the Town adjusts the cost estimate for the Public Improvements, the Town shall give written notice to the Developer. The Developer shall, within thirty (30) days after receipt of said written notice, provide the Town with a new or amended letter of credit in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with a new or amended letter of credit, the Town may exercise the remedies provided for in paragraph six (6) of this Agreement; provided however, that prior to increasing the amount of additional security required, the Town shall give credit to the Developer for all required Public Improvements which have actually been completed so that the amount of security required at any time shall relate to the cost of required Public Improvements not yet constructed.

In the event the Grant Agreement does not adequately pay for the Public Improvements, or for any reason funds are not available to pay the Town or its contractor for the costs of said Public Improvements, the Town may draw on the letter of credit to pay for and/or complete the Public Improvements called for in this Agreement. The Developer understands, acknowledges and agrees that the Letter of Credit shall secure not only the costs of the Public Improvements, but also any costs related to said Public Improvements which are not paid by funds received from the Grant Agreement, it being the intent of this provision that the Town has no financial

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obligation to construct said Public Improvements. In the event the letter of credit is to expire within fourteen (14) calendar days and the Developer has not yet provided a satisfactory replacement, the Town may draw on the letter of credit and either hold such funds as security for performance of this Agreement or spend such funds to finish the Public Improvements or correct problems with the Public Improvements as the Town deems appropriate.

12. **Indemnification.** The Developer shall indemnify and hold harmless the Town, its officers, employees, agents or servants from any and all suits, actions, and claims of every nature and description caused by, arising from or on account of any negligent act or omission of the Developer, or any other person or entity for whose negligent act or omission the Developer is liable, with respect to construction of the Public Improvements; and the Developer shall pay any and all judgments rendered against the Town as the result of any such suit, action, or claim together with all reasonable expenses and attorney fees incurred by the Town in defending any such suit, action or claim. The Developer shall further indemnify and hold harmless the Town, its officers, employees, agents or servants from any and all financial obligations related to the Public Improvements, which obligations are for any reason whatsoever not paid for by funds received from the Grant Agreement.

The Developer shall pay all property taxes on the Property dedicated to the Town which have accrued prior to dedication and shall indemnify and hold harmless the Town for any such property tax liability.

13. **Waiver and Defects.** In executing this Agreement the Developer waives all objections it may have concerning the power of the Town to impose conditions on the Developer as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

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

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

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

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

18. **Invalid Provision.** If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two

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constructions, one of which would render the provisions valid, then the provision shall have the meaning which renders it valid.

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

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

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

Notice to the Town: Town Administrator
321 South Banner Street
P.O. Box 159
Elizabeth, Colorado 80107

With Copy To: Corey Y. Hoffmann
Hayes, Phillips, Hoffmann and
Carberry P.C.
1350 17th Street, Suite 450
Denver, Colorado 80202

Notice to Developer: Destiny Ventures, LLC
P.O. Box 421
Franktown, Colorado 80116

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

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

24. **Assignment or Assignments.** There shall be no transfer or assignment of any of the rights or obligations of the Developer under this Agreement without the prior written

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approval of the Town. The Developer agrees to provide the Town with at least fourteen (14) days advance written notice of the transfer or assignment of any of the rights and obligations of the Developer under this Agreement.

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

26. **Title and Authority**. The Developer expressly warrants and represents to the Town that it has the right to acquire title to the Property and further represents and warrants, together with the undersigned individuals, that the undersigned individuals have full power and authority to enter into this Subdivision Agreement. The Developer and the undersigned individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.

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

TOWN OF ELIZABETH, COLORADO

By: Wendell C Wilson
Wendell C. Wilson, Mayor

ATTEST:

Sandra K. Tweedy, CMC
Sandra K. Tweedy, CMC

APPROVED AS TO FORM:

Corey Y. Hoff
Corey Y. Hoffmann, Town Attorney

DEVELOPER

By: Rodger D. Goodhue

Name: Destiny Ventures, LLC

Signature: Rodger D Goodhue Member

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STATE OF COLORADO)
) ss.
COUNTY OF ELBERT)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 23rd day of July, 2004, by Roger D Goodhue, as the developer.

My commission expires: 04-07-2007

(S E A L)

Serena L Brooks
Notary Public

SERENA L. BROOKS NOTARY PUBLIC STATE OF COLORADO

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EXHIBIT A

Legal Description

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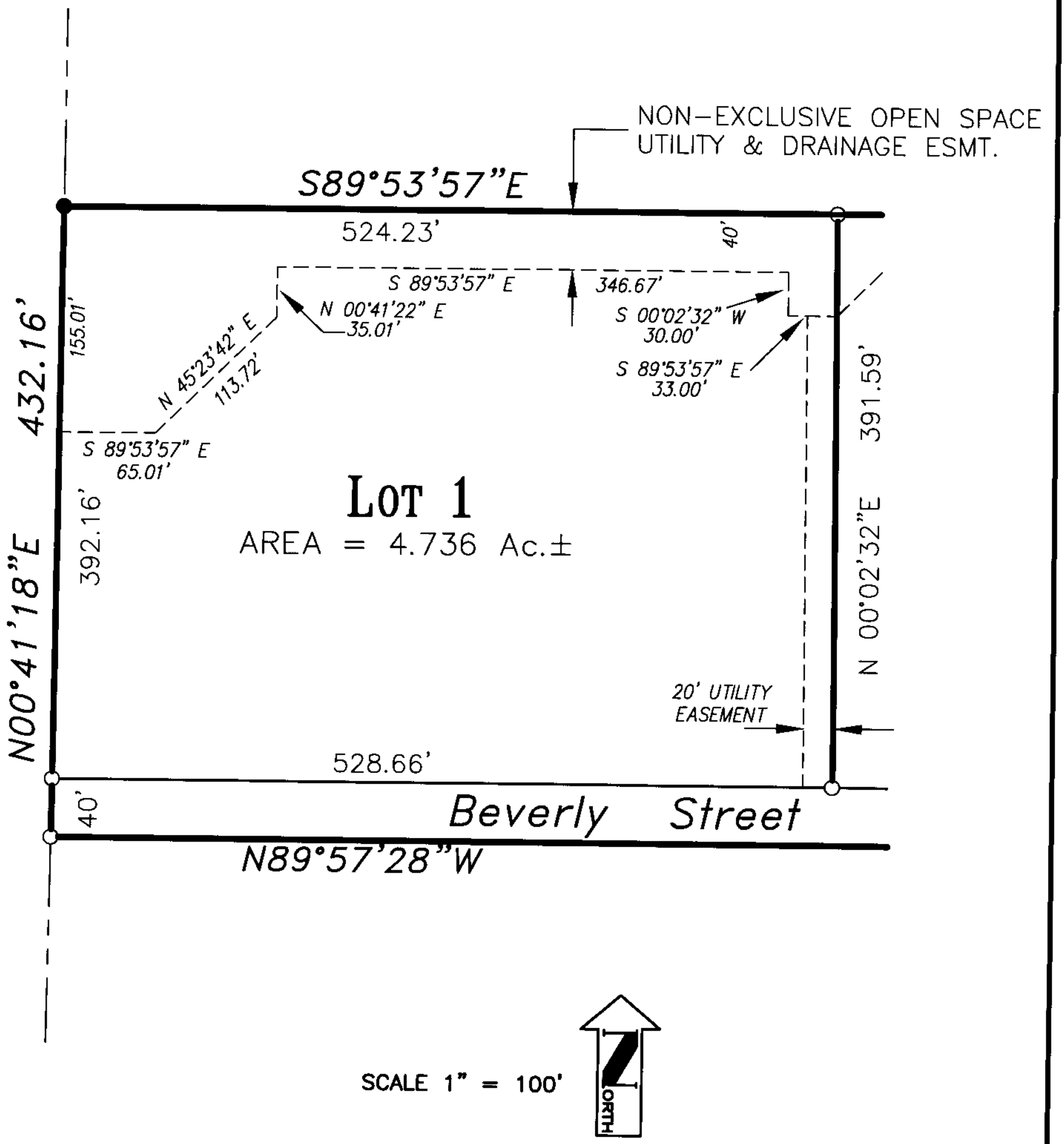
EXHIBIT A

LOT 1 of ELIZABETH STREET PLAZA



SCALE 1" = 100'

NORTH

PREPARED BY WLR SERVICES
13609 COUNTY RD. 94
ELBERT, COLORADO 80106
(303) 648-9755
FAX (303) 648-9757

WLR SERVICES

DATE: 07/23/2004
WLR NO.: 021101
DRAWN: C.K.R.
CHECKED: G.L.R.

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EXHIBIT B

Plat

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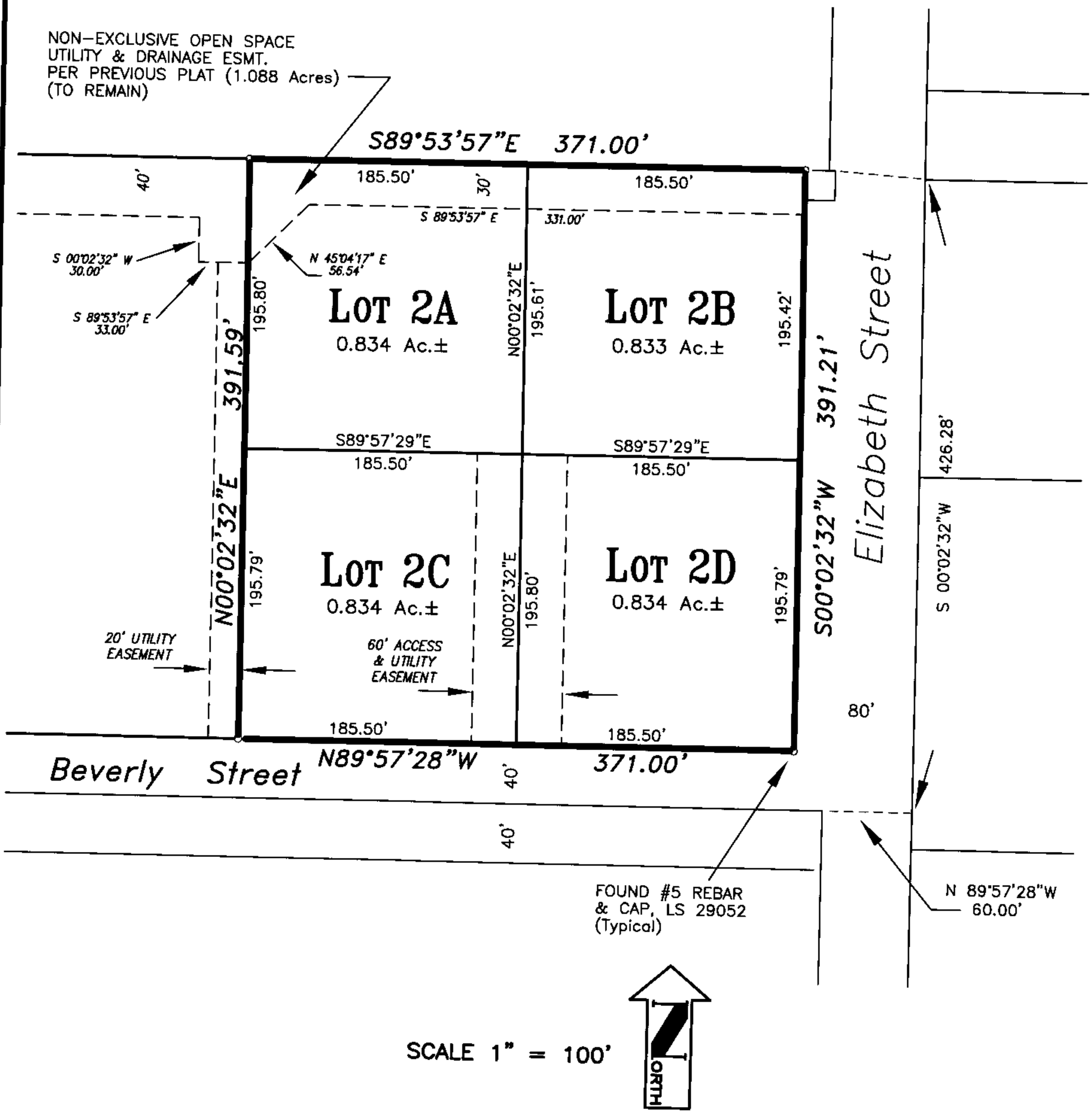
EXHIBIT "B"

LOTS 2A, 2B, 2C, and 2D of ELIZABETH STREET PLAZA, FIRST AMENDMENT



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CHECKED: G.L.R.

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Exhibit C

COST ESTIMATE FOR ABACUS MOVING AND STORAGE IMPROVEMENTS
LOT 1, ELIZABETH STREET PLAZA SUBDIVISION
9-Jun-04
JOB # ELIZ0002.47

MATERIAL COST ESTIMATE

Item Description	Unit	Quantity	Price	Cost
8" Waterline	LF	398	$16.25	$6,467.50
12" Waterline	LF	817	$31.00	$25,327.00
8x8x6" Tee	EA	2	$300.00	$600.00
12x12x8" Tee	EA	2	$2,678.00	$5,356.00
16x16x12" Tee	EA	1	$705.00	$705.00
8" 90° Bend	EA	1	$3,775.00	$3,775.00
12" 90° Bend	EA	1	$600.00	$600.00
6" Gate Valve	EA	1	$900.00	$900.00
8" Gate Valve	EA	2	$604.00	$1,208.00
12" Gate Valve	EA	4	$800.00	$3,200.00
Fire Hydrant Assembly	EA	6	$1,702.00	$10,212.00
6" Ductile Iron Pipe	EA	2	$2,205.00	$4,410.00
8" PVC Sanitary	LF	20	$26.00	$520.00
4' Manhole	LF	520	$16.50	$8,580.00
7" Portland Concrete Cement Pavement	EA	2	$3,300.00	$6,600.00
Curb and Gutter (Type IIB)	SY	2036	$24.50	$49,882.00
Curb Ramps	LF	593	$6.80	$4,032.40
Crosspans	SY	25	$45.00	$1,125.00
Apron	SY	107	$45.00	$4,815.00
Sidewalk	SY	355	$45.00	$15,975.00
Detention Pond	SY	350	$21.50	$7,437.50
Retaining Walls	CY	2140	$6.00	$12,840.00
	SF	3185	$23.00	$73,255.00

Total Estimate for Material :	$247,822.40
Admin/Engn Design/Bid Documents	$20,000.00
10% contingency	$26,782.24
Total Estimate for Abacus	**$294,604.64**

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James F. Marine
AES, Inc.
7/22/2004
ELIZ0001.29
Water recovery schedule

The numbers used are based on the data that has been obtained from the Denver Water Planning department. This is one way to establish the rate of recovery fees for an individual that has provided a waterline before other properties have developed.

Cost of Project Installation: **$18,000.00**

Location	Classification	Area (sf)	Area (acres)	Factor GPD/sf	Factor GPM/Acre	Demand GPD	Percentage of Demand	Amount Owed
Big 'R'	Store	60000		0.13		7800	42.0	$7,560.09
NW crnr Beverly/ Elizabeth	Commercial		4		1.87	10771	58.0	$10,439.91

Total Demand (GPD): [redacted]

Cost of Project Installation: **$18,000.00**

Location	Classification	Area (sf)	Area (acres)	Factor GPD/sf	Factor GPM/Acre	Demand GPD	Percentage of Demand	Amount Owed
Big 'R'	Store	60000		0.13		7800	40.1	$7,211.39
NW crnr Beverly/ Elizabeth	Commercial		4		1.87	10771	55.3	$9,958.38
Abacus Moving/ Storage	Warehouse	22450		0.04		898	4.6	$830.23

Total Demand (GPD): [redacted]

Total Amount of Recovery that Destiny Ventures Owes Hammers Construction $10,788.61

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EXHIBIT D

Letter of Credit

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Community First

National Bank ● 770 E. Kiowa Ave. ● P.O. Box 1509 ● Elizabeth, CO 80107 ● (303) 646-0909 ● FAX (303) 646-4430

IRREVOCABLE LETTER OF CREDIT

August 12, 2004

Town of Elizabeth
PO Box 159
Elizabeth, CO 80107

NOV 15 2004

Attn: Mayor and Town Attorney

Dear Sir:

We hereby establish our Irrevocable Letter of Credit #MB60511119 in your favor in the amount of $330,000.00. The purpose of this Letter of Credit is to secure the completion of the infrastructure project on Elizabeth Street and the Elizabeth Street Plaza development in accordance with the agreement between the Town of Elizabeth and Destiny Ventures, LLC.

You are hereby authorized to draw on sight on Community First National Bank by drafts, up to the aggregate amount of U.S. $330,000.00.

The sole condition for payment of any draft drawn against the Letter of Credit is that the draft be accompanied by a letter, on the Town's letterhead, signed by the Mayor or his designee, indicating one or more of the following conditions exist:

A) That the Town has determined that the Developer is in default of its obligations pursuant to the Subdivision Agreement;

Or

B) That Pursuant to Paragraph 11 of the Subdivision Agreement, funds are not available for any reason pursuant to the Grant Agreement to pay for the Public Improvements as that term is defined in said Subdivision Agreement, including, but not limited to, because the requisite jobs have not been created pursuant to Exhibit E to the Subdivision Agreement

Or

C) That the expiry date of this Irrevocable Letter of Credit is less that Fourteen (14) days from the date of the Mayor or his designee's letter and the Developer has not provided the Town with a replacement letter of credit in an amount or form acceptable to the Town to secure performance of the Subdivision Agreement described herein;

We hereby agree with the drawers, endorsers, and bona fide holders of drafts negotiated under this Letter of Credit that the same shall be duly honored upon presentation and delivery of the documents as specified above.

This Letter of Credit shall be governed by the laws of the state indicated in the Lender's address to the extent not governed by the International Chamber of Commerce Uniform Customs and Practice for Documentary Credits, 1993 Revision, ICC Publication No. 500, and to the extent such laws are not

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inconsistent with the terms of this Letter of Credit. Lender and Beneficiary consent to this jurisdiction and venue of any court located in the state in Lender's address in the event of any legal proceeding under this Letter of Credit.

This Irrevocable Letter of Credit shall expire August 12, 2005.

Signed this 12th day of August, 2004, on
Behalf of Community First National Bank

By: Tyler McCarty
Tyler McCarty, Relationship Manager

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Exhibit E

Agreement Between Town and Department of Affairs

CDBG #04-080
Rev. 6/28/02

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Contract Routing # 00115
Vendor # 8406074461
CFDA # 14.228

CONTRACT

THIS CONTRACT, made by and between the State of Colorado for the use and benefit of the Department of Local Affairs, 1313 Sherman Street, Denver, CO 80203 hereinafter referred to as the State, and the Town of Elizabeth, 321 South Banner Street or P.O. Box 159, Elizabeth, CO 80107 hereinafter referred to as the Contractor,

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number 100 _____ Appropriation Code Number 124, 125, Org. Unit FDC0 GBL 3D79, 4D71 _____, Contract Encumbrance Number F05CDB04080; and

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, the United States Government, through the Housing and Community Development Act of 1974 ("the Act"), Pub. L. No. 93-383, as amended, has established a Community Development Block Grant ("CDBG") program and has allowed each state to elect to administer such federal funds for its nonentitlement areas, subject to certain conditions, including a requirement that the state's program give maximum feasible priority to activities which will benefit very low-, low-, and moderate-income families or aid in the prevention or elimination of slums or blight; the state's program may also include activities designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. Additionally, the state's program is subject to a federal requirement that not less than seventy percent (70%) of the aggregate amount of CDBG funds received by the state shall be used for the support of activities that benefit persons of very low-, low-, and moderate-income; and

WHEREAS, the State of Colorado has elected to administer such federal funds for its nonentitlement areas through the Colorado Department of Local Affairs ("Department"), pursuant to C.R.S. 1973, 24-32-106(1) (d), 24-32-304(2) (j) and 24-32-705(1) (i); and

WHEREAS, the Department has received applications from political subdivisions in Colorado for allocations from the federal CDBG funds available to Colorado; and

WHEREAS, the Contractor is one of the eligible political subdivisions to receive CDBG funds; and

WHEREAS, the Department has approved the proposed Project of the Contractor;

NOW, THEREFORE, it is hereby agreed that:

1. Scope of Services. In consideration for the monies to be received from the State, the Contractor shall do, perform, and carry out, in a satisfactory and proper manner, as determined by the State, all work elements as indicated in the "Scope of Service", set forth in Exhibit A, which is attached hereto and is incorporated herein by reference, and is hereinafter referred to as the "Project". Work performed prior to the execution of this Contract shall not be considered part of this Project.

2. Responsible Administrator. The performance of the services required hereunder shall be under the direct supervision of the Mayor or Town Community Developer, an employee or agent of Contractor, who is hereby designated as the responsible administrator of this Project. At any time the Contractor wishes to change the responsible administrator, the Contractor shall propose and seek the State's approval of such replacement responsible administrator. The State's approval shall be evidenced through a Contract Amendment to this contract initiated by the State as set forth in paragraph 16.b) of this Contract. Until such time as the State concurs in the replacement responsible administrator, the State may direct that Project work be suspended.

3. Time of Performance. This Contract shall become effective upon proper execution of this Contract by the State Controller or designee. The Project contemplated herein shall commence as soon as practicable after the execution of this Contract and shall be undertaken and performed in the sequence set forth in the attached Exhibit A, Scope of Services. The Contractor agrees that time is of the essence in the performance of its obligations under this Contract, and that completion of the Project shall occur not later than the termination date set forth in the Scope of Services.

4. Eligibility and National Objectives. All project activities shall be eligible under Section 105 of the Act, as amended, and all related regulations and requirements. Furthermore, project activities shall meet the following indicated (with a "X") broad national objective(s), as set forth in Section 104(b)(3) of the Act, as amended, and all related regulations and requirements:

X Benefit persons of very low-, low-, and moderate-income;

___ Prevent or eliminate slums or blight;

___ Meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs.

5. Obligation, Expenditure and Disbursement of Funds.

a) Prior Expenses. Expenses incurred by the Contractor in association with said Project prior to execution of this Contract are not eligible CDBG expenditures and shall not be reimbursed by the State.

b) Environmental Review Procedures. Funds shall not be obligated or utilized for any activities requiring a release of funds by the State under the Environmental Review Procedures for the CDBG program at 24 CFR Part 58 until such release is issued in writing. Administrative costs, reasonable engineering and design costs, and costs of other exempt activities identified in 24 CFR 58.34(a)(1) through (8) do not require a release of funds by the State. For categorically excluded activities listed in 58.35(a) determined to be exempt because there are no circumstances which require compliance with any other Federal laws and authorities cited at 58.5, the Con tractor must make and document such a determination of exemption prior to incurring costs for such activities.

c) Community Development Plan Requirement. Prior to receiving disbursements of CDBG funds from the State, the Contractor shall identify its community development and housing needs, including the needs of very low-, low-, and moderate-income persons, and the activities to be undertaken to meet such needs.

6. Definition of Very low-, Low- and Moderate-Income Persons. Very low-, low-, and moderate-income persons are defined, for the purposes of this Contract, as:

X Those persons who are members of very low-, low-, and moderate-income families as set forth in Exhibit B, which is attached hereto and incorporated herein by reference, or as subsequently promulgated in writing by the State, or

___ Those persons who have been determined by HUD, based upon most recent Census data, to be very low-, low-, and moderate-income persons.

___ Those persons belonging to clientele groups who are generally presumed by HUD to be principally very low-, low-, and moderate-income persons.

___ Not applicable to this project.

7. Citizen Participation. The Contractor shall provide citizens with reasonable notice of, and opportunity to comment on, any substantial change proposed to be made in the use of CDBG funds from one eligible activity to another by following the same citizen participation procedures required for the preparation and submission of its CDBG application to the State. The Contractor shall also comply with the procedure set forth herein regarding the modification and amendment of this Contract.

Additionally, the Contractor shall have and follow a Citizen Participation Plan (CPP) which includes the six elements specified in Section 104(a)(3) the Act. The CPP must include a provision for at least one public hearing during the course of the Project to allow citizens to review and comment on the Contractor's performance in carrying out the Project.

8. Residential Antidisplacement and Relocation Assistance Plan. The Contractor shall follow a residential antidisplacement and relocation assistance plan which, should displacement occur, provides that:

a) governmental agencies, non- and for-profit organizations, or private developers shall provide within the same community comparable replacement dwellings for the same number of occupants as could have been housed in the occupied and vacant occupiable low- and moderate-income dwelling units demolished or converted to a use other than for housing for low- and moderate-income persons, and provide that such replacement housing may include existing housing assisted with project based assistance provided under Section 8 of the United State Housing Act of 1939;

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b) such comparable replacement dwellings shall be designed to remain affordable to persons of low- and moderate-income for ten (10) years from the time of initial occupancy;

c) relocation benefits shall be provided for all low-income persons who occupied housing demolished or converted to a use other than for low-. or moderate-income housing, including reimbursement for actual and reasonable moving expenses, security deposits, credit checks, and other moving-related expenses; including any interim living costs; and, in the case of displaced persons of low- and moderate-income, provided either:

i) compensation sufficient to ensure that, for a five-year (5-year) period, the displaced families shall not bear, after relocation, a ratio of shelter costs to income that exceeds thirty percent (30%); or

ii) if elected by a family, a lump-sum payment equal to the capitalized value of the benefits available under subclause (i) to permit the household to secure participation in a housing cooperative or mutual housing association;

d) Persons displaced shall be relocated into comparable replacement housing that is:

i) decent, safe, and sanitary;

ii) adequate in size to accommodate the occupants;

iii) functionally equivalent; and,

iv) in an area not subject to unreasonably adverse environmental conditions.

Persons displaced shall have the right to elect, as an alternative to the benefits under this paragraph, to receive benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, if such persons determine that it is in their best interest to do so; and, where a claim for assistance under subparagraph (d) is denied by the Contractor, the claimant may appeal to the State, and that the decision of the State shall be final unless a court determines the decision was arbitrary and capricious.

The Contractor shall follow the Residential Antidisplacement and Relocation Assistance Plan except that paragraphs a) and b) shall not apply in a case in which the Secretary of the U. S. Department of Housing and Urban Development finds, on the basis of objective data, that there is available in the area an adequate supply of habitable affordable housing for low-, and moderate-income persons. A determination under this paragraph is final and nonreviewable.

9. Affirmatively Furthering Fair Housing. The Contractor shall affirmatively further fair housing in addition to conducting and administering its Project in conformity with the equal opportunity requirements of Title VI of the Civil Rights Act of 1964 and the Fair Housing Act, as required herein.

10. Recovery of Capital Costs of Public Improvements. The Contractor shall not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of very low-, low-, or moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless;

a) CDBG funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than the CDBG program, or

b) for the purposes of assessing any amount against properties owned and occupied by persons of moderate income who are not persons of very low- or low-income, it certifies that it lacks sufficient CDBG funds to comply with the requirements of subparagraph (a) hereinabove.

11. Compensation and Method of Payment. The State agrees to pay to the Contractor, in consideration for the work and services to be performed, a total amount not to exceed Three Hundred Thousand and No/100 Dollars ($300,000). The method and time of payment shall be made in accordance with the "Payment Schedule" set forth herein in EXHIBIT A. Any State funds not required for completion of the Project will be deobligated by the State through the processing of a bilateral amendment.

Unless otherwise provided in the Scope of Services:

a) The Contractor shall periodically initiate all reimbursement requests by submitting to the Department a written request using the State-provided form, for reimbursement of actual and proper expenditures of State CDBG funds plus an estimation of funds needed for a reasonable length of time.

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b) The State may withhold any payment if the Contractor has failed to comply with the State CDBG program objectives, contractual terms, or reporting requirements.

c) The State may withhold the final payment until the Contractor has submitted and the Department has accepted, all required quarterly Financial Status Report and Performance Report information.

12. Financial Management and Budget. At all times from the effective date of this Contract until completion of this Contract, the Contractor shall comply with the administrative requirements, cost principles and other requirements set forth in the State's Financial Management Guide and the Financial Management Section of the State CDBG Guidebook. Contractor may adjust individual budgeted expenditure amounts without approval of the State provided that no budget transfers to or between administration budget categories are proposed and provided that cumulative budgetary line item changes do not exceed Twenty Thousand Dollars ($20,000.00), unless otherwise specified in the "Budget" section of Exhibit A. Any budgetary modifications that exceed these limitations must be approved by the State through a Contract Amendment as set forth in Paragraph 16. c).

13. Audit.

a) Discretionary Audit. The State, through the Executive Director of the Department, the State Auditor, or any of their duly authorized representatives, including an independent Certified Public Accountant of the State's choosing, or the federal government or any of its properly delegated or authorized representatives shall have the right to inspect, examine, and audit the Contractor's (and any subcontractor's) records, books, accounts and other relevant documents. Such discretionary audit may be requested at any time and for any reason from the effective date of this Contract until five (5) years after the date final payment for this Project is received by the Contractor, provided that the audit is performed during normal business hours.

b) Mandatory Audit. Whether or not the State calls for a discretionary audit as provided above, the Contractor shall include the Project in its annual audit report as required by the Colorado Local Government Audit Law, C.R.S. 1973, 29-1-601, et seq and the Single Audit Act of 1996, Pub. L. 104-156, and Federal and State implementing rules and regulations. Such audit reports shall be simultaneously submitted to the Department and the State Auditor. Thereafter, the Contractor shall supply the Department with copies of all correspondence from the State Auditor or Federal Agency related to the relevant audit report. If the audit reveals evidence of non-compliance with applicable requirements, the Department reserves the right to institute compliance or other appropriate proceedings notwithstanding any other judicial or administrative actions filed pursuant to C.R.S. 1973, 29-1-607 or 29-1-608.

14. Contract Suspension. If the Contractor fails to comply with any contractual provision, the State may, after notice to the Contractor, suspend the Contract and withhold further payments or prohibit the Contractor from incurring additional obligations of contractual funds, pending corrective action by the Contractor or a decision to terminate in accordance with provisions herein. The State may determine to allow such necessary and proper costs which the Contractor could not reasonably avoid during the period of suspension provided such costs were necessary and reasonable for the conduct of the Project.

15. Contract Termination. This contract may be terminated as follows:

a) Termination Due to Loss of Funding. The parties hereto expressly recognize that the Contractor is to be paid, reimbursed, or otherwise compensated with federal CDBG funds provided to the State for the purpose of contracting for the services provided for herein or with program income, and therefore, the Contractor expressly understands and agrees that all its rights, demands and claims to compensation arising under this Contract are contingent upon receipt of such funds by the State. In the event that such funds or any part thereof are not received by the State, the State may immediately terminate or amend this Contract.

b) Termination for Cause. In accordance with 24 CFR Part 85.44, suspension or termination may occur if the Contractor materially fails to comply with any term of the Contract, or, in the State's discretion, the Contract may be terminated for convenience. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this Contract for cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Contractor shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the Contract by the Contractor, and the State may withhold any

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payments to the Contractor for the purpose of offset until such time as the exact amount of damages due the State from the Contractor is determined.

c) Termination for Convenience. The State may terminate this Contract at any time the State desires. The State shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. All finished or unfinished documents and other materials as described in subparagraph 16.b) above shall, at the option of the State, become its property. If the Contract is terminated by the State as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty percent (60%) of the services covered by this contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, subparagraph 16.b) hereof relative to termination shall apply.

16. Modification and Amendment.

a) Modification by Operation of Law. This Contract is subject to such modifications as may be required by changes in federal or state law or regulations. Any such required modifications shall be incorporated into and be part of this Contract as if fully set forth herein.

b) **Unilateral Amendment.** The State may unilaterally modify the following portions of this Contract when such modifications are requested by the Contractor or determined by the State to be necessary and appropriate. In such cases, the Amendment is binding upon proper execution by the Executive Director of the Department and State Controller's designee and without the signature of the Contractor.

i) Paragraph 2. of this Contract, "Responsible Administrator";

ii) Paragraph 3. of Exhibit A, Scope of Services "Time of Performance";

iii) Paragraph 4 of Exhibit A, Scope of Services "Remit Address",

iv) Paragraph 5 of Exhibit A, Scope of Services "Payment Schedule".

Contractor must submit a written request to the Department if modifications are required. Amendments to this Contract for the provisions outlined in this Paragraph 16 b. i) through iv): Responsible Administrator, Time of Performance, Remit Address, or Payment Schedule can be executed by the State (Exhibit C1).

c) **Bilateral Amendment.** In the following circumstances, modifications shall be made by an Amendment signed by the Contractor, the Executive Director of the Department and the State Controller's designee. Such Amendments must be executed by the Contractor then the State and are binding upon proper execution by the State Controller's designee.

i) unless otherwise specified in the "Budget" section of Exhibit A, when cumulative budgetary line item changes exceed Twenty Thousand Dollars ($20,000.00);

ii) unless otherwise specified in the "Budget" section of Exhibit A, when any budget transfers to or between administration budgetary categories are proposed;

iii) when any other material modifications, as determined by the State, are proposed to Exhibit A or any other Exhibits;

iv) when additional or less funding is needed and approved and modifications are required to Paragraph 5 of this Contract, Compensation and Method of Payment as well as to Exhibit A "Budget" and "Payment Schedule";

v) when there are additional federal statutory or regulatory compliance changes in accordance with Paragraph 20 of this Contract.

Such Bilateral Amendment may also incorporate any modifications allowed to be made by Unilateral Amendment as set forth in subparagraph 16.b) of this paragraph.

Upon proper execution and approval, such Amendment (Exhibit C2) shall become an amendment to the Contract, effective on the date specified in the amendment. No such amendment shall be valid until approved by the State

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Controller or such assistant as he may designate. All other modifications to this Contract must be accomplished through amendment to the contract pursuant to fiscal rules and in accordance with subparagraph 16 d).

d) **Other Modifications.** If either the State or the Contractor desired to modify the terms of this Contract other than as set forth in subparagraphs 16.b) and 16.c) above, written notice of the proposed modification shall be given to the other party. No such modification shall take effect unless agreed to in writing by both parties in an amendment to this Contract properly executed and approved in accordance with applicable law. Any amendment required per this subparagraph will require the approval of other state agencies as appropriate, e.g. Attorney General, State Controller, etc.

Such Amendment may also incorporate any modifications allowed to be made by Unilateral and Bilateral Amendment as set forth in subparagraphs 16.b) or 16.c) of this paragraph.

17. Integration. This Contract, as written, with attachments and references, is intended as the complete integration of all understanding between the parties at this time and no prior or contemporaneous addition, deletion or amendment hereto shall have any force or effect whatsoever, unless embodied in a written authorization or contract amendment incorporating such changes, executed approved pursuant to applicable law.

18. Reports.

a) Financial Reports. The Contractor shall submit to the Department quarterly financial status reports in the manner and method set forth in the Reporting Section of the State CDBG Guidebook.

b) Performance Reports. The Contractor shall submit to the Department quarterly performance reports and a project completion report in a manner and method prescribed by the Department in the Reporting Section and Close-Out Section of the State CDBG Guidebook.

19. Conflict of Interest.

a) In the Case of Procurement. In the procurement of supplies, equipment, construction and services by the Contractor and its subcontractors, no employee, officer or agent of the Contractor or its subcontractors shall participate in the selection or in the award of administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent; any member of his immediate family; his partner; or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the party or firm selected for award. Officers, employees or agents of the Contractor and its subcontractors shall neither solicit nor accept gratuities, favors or anything of monetary value from parties or potential parties to contracts. Unsolicited items provided as gifts are not prohibited if the intrinsic value of such items is nominal.

b) In All Cases Other Than Procurement. In all cases other than procurement (including the provision of housing rehabilitation assistance to individuals, the provision of assistance to businesses, and the acquisition and disposition of real property), no persons described in subparagraph i) below who exercise or have exercised any functions or responsibilities with respect to CDBG activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure for one year thereafter.

i) Persons Covered. The conflict of interest provisions of this subparagraph 19.b) apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Contractor or of any designated public agencies or subcontractors receiving CDBG funds.

ii) Threshold Requirements for Exceptions. Upon the written request of the Contractor, the State may grant an exception to the provisions of this subparagraph 19.b) when it determines that such an exception will serve to further the purposes of the CDBG program and the effective and efficient administration of the Contractor's Project. An exception may be considered only after the Contractor has provided the following:

a) A disclosure of the nature of the conflict, accompanied by an assurance that:
   i. there has been or will be a public disclosure of the conflict and a description of how the public disclosure was or will be made; and

   ii. the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific CDBG-assisted activity in question; and

b) An opinion of the Contractor's attorney that the interest for which the exception is sought would not violate State or local law; and

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c) A written statement signed by the chief elected official of the Contractor holding the State harmless from all liability in connection with any exception which may be granted by the State to the provisions of this subparagraph 19.b);

iii) Factors to be Considered for Exceptions. In determining whether to grant a requested exception after the Contractor has satisfactorily met the requirements of subparagraph 19.b) ii) above, the State shall consider the cumulative effect of the following factors, where applicable:

a) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the Project which would otherwise not be available;

b) Whether an opportunity was provided for open competitive bidding or negotiation;

c) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be beneficiaries of the CDBG-assisted activity, and the exception will permit such person to receive generally the same benefits as are being made available or provided to the group or class;

d) Whether the interest or benefit was present before the affected person was in a position as described in this subparagraph 19.b);

e) Whether undue hardship will result either to the Contractor or the person affected when weighted against the public interest served by avoiding the prohibited conflict; and

f) Any other relevant considerations.

20. Compliance with Applicable Laws. At all times during the performance of this Contract, the Contractor and any subcontractors shall strictly adhere to all applicable Federal and State laws, orders, and all applicable standards, regulations, interpretations or guidelines issued pursuant thereto. The applicable Federal laws and regulations include:

a) National Environmental Policy Act of 1969 (42 USC 4321 et seq.), as amended, and the implementing regulations of HUD (24 CFR Part 58) and of the Council on Environmental Quality (40 CFR Parts 1500-1508) providing for establishment of national policy, goals, and procedures for protecting, restoring and enhancing environmental quality.

b) National Historic Preservation Act of 1966 (16 USC 470 et seq.), as amended, requiring consideration of the effect of a project on any district, site, building, structure or object that is included in or eligible for inclusion in the National Register of Historic Places.

c) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.), requiring that federally-funded projects contribute to the preservation and enhancement of sites, structures and objects of historical, architectural or archaeological significance.

d) The Archaeological and Historical Data Preservation Act of 1974, amending the Reservoir Salvage Act of 1960 (16 USC 469 et seq.), providing for the preservation of historic and archaeological data that would be lost due to federally-funded development and construction activities.

e) Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951 et seq.) prohibits undertaking certain activities in floodplains unless it has been determined that there is no practical alternative, in which case notice of the action must be provided and the action must be designed or modified to minimize potential damage.

f) Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et seq.) requiring review of all actions proposed to be located in or appreciably affecting a wetland. Undertaking or assisting new construction located in wetlands must be avoided unless it is determined that there is no practical alternative to such construction and that the proposed action includes all practical measures to minimize potential damage.

g) Safe Drinking Water Act of 1974 (42 USC 201, 300f et seq., 7401 et seq.), as amended, prohibiting the commitment of federal financial assistance for any project which the Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal drinking water source for an area.

h) The Endangered Species Act of 1973 (16 USC 1531 et seq.), as amended, requiring that actions authorized, funded, or carried out by the federal government do not jeopardize the continued existence of endangered

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and threatened species or result in the destruction or modification of the habitat of such species which is determined by the Department of the Interior, after consultation with the State, to be critical.

i) The Wild and Scenic Rivers Act of 1968 (16 USC 1271 et seq.), as amended, prohibiting federal assistance in the construction of any water resources project that would have a direct and adverse effect on any river included in or designated for study or inclusion in the National Wild and Scenic Rivers System.

j) The Clean Air Act of 1970 (42 USC 1857 et seq.), as amended, requiring that federal assistance will not be given and that license or permit will not be issued to any activity not conforming to the State implementation plan for national primary and secondary ambient air quality standards.

k) Flood Disaster Protection Act of 1973 (42 USC 4001), placing restrictions on eligibility and acquisition and construction in areas identified as having special flood hazards.

l) HUD Environmental Criteria and Standards (24 CFR Part 51) providing national standards for noise abatement and control, acceptable separation distances from explosive or fire prone substances and suitable land uses for airport runway clear zones.

m) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 -- Title III, Real Property Acquisition (Pub. L. 91-646 and implementing regulations at 24 CRF Part 42), providing for uniform and equitable treatment of persons displaced from their homes, businesses, or farms by federal or federally-assisted programs and establishing uniform and equitable land acquisition policies for federal assisted programs. Requirements include bona fide land appraisals as a basis for land acquisition, specific procedure for selecting contract appraisers and contract negotiations, furnishing to owners of property to be acquired a written summary statement of the acquisition price offer based on the fair market price, and specified procedures connected with condemnation.

n) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 -- Title II, Uniform Relocation Assistance (Pub. L. 91-646 and implementing regulations at 24 CRF Part 42), providing for fair and equitable treatment of all persons displaced as a result of any federal or federally-assisted program. Relocation payments and assistance, last-resort housing replacement of displacing agency, and grievance procedures are covered under the Uniform Act. Payments and assistance will be made pursuant to State or local law, or the grant recipient must adopt a written policy available to the public describing the relocation payments and assistance that will be provided. Moving expenses and up to $22,500 or more for each qualified homeowner or up to $5,250 or more for each tenant are potential costs.

o) Section 104(d) of the Housing and Community Development Act of 1974, (42 USC 5301 as amended and implementing regulations at 24 CFR Part 570) providing for the replacement of all low- and moderate-income dwelling units that are demolished or converted to another use as a direct result of the use of CDBG funds, and which provides for relocation assistance for low- and moderate-income households so displaced.

p) Davis-Bacon Fair Labor Standards Act (40 USC 276A -276a-5) requiring that, on all contracts and subcontracts which exceed $2,000 for federally-assisted construction, alteration or rehabilitation, laborers and mechanics employed by contractors or subcontractors shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor. (This requirement applies to the rehabilitation of residential property only if such property is designed for use of eight or more units.) The requirements set forth in this subparagraph are inapplicable to individuals who volunteer their services under circumstances set forth in 24 CFR Part 70.

Assistance shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any subcontractor or subrecipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

q) Contract Work Hours and Safety Standards Act of 1962 (40 USC 327 et seq.) requiring that mechanics and laborers employed on federally-assisted contracts which exceed $2,000 be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work week.

r) Copeland "Anti-Kickback" Act of 1934 (40 USC 276 (c)) prohibiting and prescribing penalties for "kickbacks" of wages in federally-financed or -assisted construction activities.

s) The Lead-Based Paint Poisoning Prevention Act -- Title IV (42 USC 4831) prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance, and requiring notification

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to purchasers and tenants of such housing of the hazards of lead-based paint and of the symptoms and treatment of lead-based paint poisoning.

t) Unless otherwise provided for in EXHIBIT A, Scope of Services, this contract is subject to the following: Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701 (u)), as amended.

i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 (u) (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to very low- and low-income persons, particularly persons who are recipients of HUD assistance for housing.

ii) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

iii) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the persons) taking applications for each of the positions; and the anticipated date the work shall begin.

iv) The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135 ((Paragraph 23 t)i) - 23 t)vii) of this contract)), and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

v) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

vi) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

vii) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations, and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

u) Section 109 of the Housing and Community Development Act of 1974 (42 USC 5309), as amended, providing that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of race, color, national origin or sex under any program or activity funded in whole or in part under Title I (Community Development) of the Act.

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v) Title IV of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 USC 2000 (d)) prohibiting discrimination on the basis of race, color, and incorporates laws prohibiting age or handicap or religious affiliation, or national origin discrimination in any program or activity receiving federal financial assistance.

w) The Fair Housing Act (42 USC 3601-20), as amended, prohibiting housing discrimination on the basis of race, color, religion, sex, national origin, handicap and familial status.

x) Executive Order 11246 (1965), as amended by Executive Orders 11375 and 12086, prohibiting discrimination on the basis of race, color, religion, sex or national origin in any phase of employment during the performance of federal or federally-assisted contracts in excess of $2,000.

y) Executive Order 11063 (1962), as amended by Executive Order 12259, requiring equal opportunity in housing by prohibiting discrimination on the basis of race, color, religion, sex or national origin in the sale or rental of housing built with federal assistance.

z) Section 504 of the Rehabilitation Act of 1973 (29 USC 793), as amended, providing that no otherwise qualified individual shall, solely by reason of a handicap, be excluded for participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal funds.

aa) Age Discrimination Act of 1975 (42 USC 6101), as amended, providing that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

ab) Fire Administration Authorization Act of 1992 (P.L. 102-522), prohibiting the use of housing assistance in connection with certain assisted and insured properties, unless various protection and safety standards are met.

ac) Excessive Force. In accordance with Section 519 of Public Law 101-144, the HUD Appropriations Act, Section 906 of Cranston-Gonzalez Affordable Housing Act of 1990, the Contractor has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction.

ad) Lobbying. The Contractor assures and certified that:

i) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of a federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

ii) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an offer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this federally funded contract, grant, loan, or cooperative agreement, it shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

iii) It shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

iv) It understands that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

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21. Monitoring and Evaluation. The State will monitor and evaluate the Contractor for compliance with the terms of the contract, and the rules, regulations, requirements and guidelines which the State has promulgated or may promulgate, including the State CDBG Guidebook. The Contractor may also be subject to monitoring and evaluation by the U.S. Department of Housing and Urban Development.

22. Severability. To the extent that this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term nor as waiver of a subsequent breach of the same term.

23. Binding on Successors. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding upon the parties, or any subcontractors hereto, and their respective successors and assigns.

24. Subletting, Assignment or Transfer. Neither party nor any subcontractors hereto may sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its rights, title, interest or duties therein, without the prior written consent of the other party. No subcontract or transfer of Contract shall in any case release the Contractor of liability under this Contract.

25. Non-Discrimination. The Contractor agrees to comply with the letter and the spirit of all applicable state and federal laws and requirements with respect to discrimination and unfair employment practices.

26. Applicant Statement of Assurances and Certifications. The Contractor has previously signed an "Applicant Statement of Assurances and Certifications" which is hereby incorporated and made a part of this Contract by reference.

27. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and attachments hereto which may require continued performance or compliance beyond the termination date of the Contract shall survive such termination date and shall be enforceable to the State as provided herein in the event of such failure to perform or comply by the Contractor or its subcontractors.

28. Order of Precedence. In the event of conflicts or inconsistencies between this contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

A. Colorado Special Provisions
B. Contract
C. The Scope of Services, Exhibit A

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SPECIAL PROVISIONS

(For Use Only with Inter-Governmental Contracts)

1. CONTROLLER'S APPROVAL. CRS 24-30-202 (1)

This contract shall not be deemed valid until it has been approved by the Controller of the State of Colorado or such assistant as he may designate.

2. FUND AVAILABILITY. CRS 24-30-202 (5.5)

Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

3. INDEMNIFICATION.

To the extent authorized by law, the contractor shall indemnify, save, and hold harmless the State against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions for the parties, of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq. or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. as applicable, as now or hereafter amended.

4. INDEPENDENT CONTRACTOR. 4 CCR 801-2

THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID BY THE STATE PURSUANT TO THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKERS' COMPENSATION (AND PROVIDE PROOF OF SUCH INSURANCE WHEN REQUESTED BY THE STATE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.

5. NON-DISCRIMINATION.

The contractor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.

6. CHOICE OF LAW

The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and state laws, rules, and regulations that have been or may hereafter be established.

7. SOFTWARE PIRACY PROHIBITION Governor's Executive Order D 002 00

No State or other public funds payable under this Contract shall be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby certifies that, for the term of this Contract and any extensions, the Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this Contract, including, without limitation, immediate termination of the Contract and any remedy consistent with United States copyright laws or applicable licensing restrictions.

8. EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 & CRS 24-50-507

The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.

Effective Date: April 1, 2004

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SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

X TOWN OF ELIZABETH
Legal Name of Contracting Entity

X 84-0607461
Social Security Number or FEIN

X Wendell C Wilson
Signature of Authorized Officer

X WENDELL C WILSON, MAYOR
Print Name & Title of Authorized Officer

CORPORATIONS:
(A corporate attestation is required.)

Attest (Seal) By Sandra K. Lovely, CMC
(Corporate Secretary or Equivalent, or Town/City/County Clerk)

(Place corporate seal here, if available)

STATE OF COLORADO:
BILL OWENS, GOVERNOR

By
Michael L. Beasley, Executive Director

Department of Local Affairs

PRE-APPROVED FORM CONTRACT REVIEWER:

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

STATE CONTROLLER:
Leslie M. Shenefelt

By Philip Holtmann, SCO
~~Rose-Marie Auten, Controller~~
~~Department of Local Affairs~~

Date August 5, 2004

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Exhibit A

SCOPE OF SERVICES

1. PROJECT DESCRIPTION, OBJECTIVES, AND REQUIREMENTS

1. General Provisions. This project consists of providing a Community Development Block Grant (CDBG) award to the Town of Elizabeth (Contractor) to assist with public infrastructure improvements in support of Abacus Moving and Storage, Inc. (Abacus or the Company). Abacus provides residential and commercial relocation services. Beverly D. Sabol (47.5%), Daniel J. Sabol (47.5%), and Shane Gibson (5%) own the Company.

Abacus intends to construct a 15,000 square foot metal office/warehouse building, a parking area, and an area for truck scales on five acres located at 2920 East Highway 86 in Elizabeth. Funding for this facility and operations will be through a combination of debt and equity.

The purpose of the CDBG project is to encourage economic diversification and job creation which addresses the CDBG program objective of benefit to low- and moderate-income persons in Elizabeth, subject to the following provisions:

b. Specific Provisions. The following specific provisions are hereby made a part of this Scope of Services.

1. The CDBG grant amount to the Town of Elizabeth shall not exceed Three Hundred Thousand and No/100 Dollars ($300,000) and is provided under this Contract to fund public infrastructure-related costs. The Contractor is, in any event, responsible for all project costs in excess of $300,000.

2. The CDBG funds will assist with the construction of the following public infrastructure improvements, as generally described in the Contractor's application submitted to the Colorado Office of Economic Development and International Trade:

i. construction and extension of a twelve inch (12") water line approximately eight hundred lineal feet (800 l.f.);
ii. construction of approximately two thousand thirty six square yards (2,036 sq. yds.) of public roadway plus curb and gutter, crosspans, and a sidewalk;
iii. construction of a detention pond and a retaining wall; and
iv. contract administration and engineering related to this contract and incurred after the effective date of this Contract.

CDBG funds shall not be utilized for any costs incurred prior to the effective date of this Contract or prior to the completion of other federal and state requirements, as applicable. Contractor certifies that the Town of Elizabeth will own and maintain all

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improvements funded by the CDBG grant.

3. Contractor shall ensure that project plans and specifications are reviewed and approved by the appropriate regulatory agencies prior to disbursal of contract funds to Contractor.

4. Contractor understands and certifies that Contractor shall be responsible for all administrative costs, except for the Ten Thousand and No/100 Dollars ($10,000) of CDBG funds provided in this contract, required for this project and as specifically required in the state's Guidebook for Direct Economic Development Projects and Revolving Loan Funds (CDBG Guidebook).

5. The Contractor shall comply with all the requirements of the Davis Bacon Fair Labor Standards in accordance with the provisions set forth in Paragraph 20 (p) within the main body of this Contract.

6. Selection of contractors and purchase of materials to accomplish the Project shall follow appropriate procurement standards as outlined in the Financial Management Section of the State's CDBG Guidebook.

7. This project is _X__, is not ____, subject to Section 3 Requirements that, to the greatest extent feasible, provides that opportunities for training and employment or the awarding of contracts that arise from this HUD-financed project, the Contractor will give preference in the hiring to very low-, low- and moderate-income persons, and the Contractor must give preference in contracting to businesses owned by these persons or that substantially employ very low-, low-, and moderate-income persons in the project area. Compliance requirements are set forth in Paragraph 20 (t) within the main body of this Contract.

8. Contractor shall make quarterly on-site visits to Abacus to assess/monitor the progress toward job creation and shall use the quarterly public facilities report to document such visits. Contractor shall provide reasonable notice to Abacus of such visits.

9. Contractor and Abacus shall execute a written agreement (Agreement) which includes, at a minimum, the following requirements and which shall be submitted to the Colorado Office of Economic Development and International Trade prior to the disbursement of any CDBG funds:

   a. Abacus shall build a new office/warehouse/parking facility in the Town of Elizabeth and Abacus shall expand its business and employment base as generally stated in Contractor's application.

   b. Abacus shall create a minimum of fifteen (15) new, full-time job

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positions within two years of the effective date of the state's contract. The Agreement shall require that at least fifty-one percent (51%) of the new, full-time job positions created by Abacus shall be held by low-to-moderate income persons. In the event more than fifteen (15) permanent full-time jobs are created, Contractor and Abacus shall ensure that at least fifty-one percent (51%) of **all** jobs created (as a result of CDBG funds) are provided to low- and moderate-income persons. As of the effective date of this contract, Abacus shall submit an employment report to Contractor that shall serve as Abacus's current employment base (before any jobs are created to meet the requirements of this contract). On a quarterly basis, Abacus shall submit income certifications, in a format prescribed in the CDBG Guidebook, for every job position hired in the Town of Elizabeth after the effective date of the state's contract. The Agreement shall state that a full-time job position is defined as one in which the employee certifies that his or her primary income is derived from the identified job position. A full-time job position shall be one that is directly reflected on the payroll of Abacus upon its creation.

c. The Agreement shall include the following information: i) a list (including the type of positions, the number of positions, and wage scales) of the full-time equivalent permanent job positions to be created with a breakout of those positions which are expected to be filled by low- and moderate-income persons; ii) identification of those positions that can only be filled by persons with substantial training, work experience or education beyond high school and a statement from Abacus as to whether Abacus will agree to hire, and train as necessary, low- or moderate-income persons for these job positions; iii) a proposed schedule for the creation of the committed job positions; and iv) provisions requiring written records to be kept and reports to be made regarding the documentation of low- and moderate-income benefit and beneficiaries by race, ethnicity, gender, and handicap status in the same manner and to the same extent as Department requires of Contractor. The agreement shall strongly encourage Abacus to additionally document (and retain at its offices) its low-to-moderate income hiring efforts (such as utilizing Job Training Services, maintaining copies of public advertisements which contain an offer to train low-to-moderate income persons for employment positions offered by Abacus, maintaining a log of "self-identified" low-to-moderate income persons who applied for open employment positions and the reasons for not hiring, etc.).

d. Abacus shall allow Contractor and CDBG program representatives to

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make on-site visits to verify CDBG program information if reasonable notice has been provided by Contractor.

e. The Agreement shall state that Abacus expressly acknowledges that such infrastructure improvements would not have been undertaken but for Abacus's contractual commitment to perform all of the obligations thereunder.

f. The Agreement shall require a commitment by Abacus to provide documentation to Contractor, which verifies that a private facility (as generally described in Contractor's application submitted to the state) has been constructed by Abacus for Abacus's use and that the funds budgeted for such facility have been expended prior to the expiration date of this contract. Abacus shall ensure that the total expenditures for such items is approximately One Million One Hundred Forty Three Thousand One Hundred Forty Two and No/100 Dollars ($1,143,142) and shall provide documentation of such expenditures to Contractor during the term of this contract. Such documentation shall be maintained in the Contractor's files for review by the state during its monitoring visit.

g. The Agreement shall require Abacus to submit its fiscal year end financial information (Balance Sheet and Income Statement) to Contractor for its review. Such information shall be submitted to Contractor within one hundred twenty (120) days of the Company's fiscal year end during the contract period. Such documentation shall be maintained in the Contractor's files for review by the state during its monitoring visit.

h. Abacus shall additionally comply with all federal acquisition requirements related to any acquisition of land and/or easements for this project, specifically by submitting a "voluntary acquisition letter" pertaining to the land acquired for this project in a form prescribed by the state.

i. Contractor shall consider including language in the Agreement specifying which entity shall be responsible for cost overruns and legal expenses (particularly in liquidation/default situations).

j. The Agreement shall require Abacus to repay Contractor for CDBG funds expended in the event Abacus does not fulfill its responsibilities under any condition contained in this Exhibit A, Scope of Services. In the event Abacus fails to comply with any of the terms and conditions of this

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Contract or breaches any of the representations, warranties, or covenants contained in this Contract, then such failure to comply or such breach shall be a material event of default and shall entitle the State (through the Contractor) to enforce all the rights and remedies contained in this Contract, the exercise of which rights and remedies shall be at the sole discretion of the State and may be pursued singly, successively or together against Abacus. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release of such rights or remedies or the right to exercise them at any later date.

In the event Abacus does not build its new facility and expand its operations as set forth herein **or** fails to comply with all of the terms and conditions of this Contract, Abacus agrees to repay the amount determined by the Governor's Financial Review Committee at the State unless liquidated damages have been clearly specified within this contract for the type of breach that occurred. In the event that the Governor's Financial Review Committee no longer exists, the State will designate an alternative entity to make such determinations. Interest and legal costs, incurred by the State in making its determination and in collecting the repayment of such funds, may be added to the amount of the grant to be repaid. The amount of the grant to be repaid shall be determined by the Governor's Financial Review Committee after providing Abacus with an opportunity to provide its perspective and after a thorough evaluation of the overall circumstances. The amount must necessarily be determined by the Governor's Financial Review Committee on a case by case basis; however, the Governor's Financial Review Committee shall consider the level of performance deficiency in making its determination unless at least 51% of all job positions created are not filled with low-to-moderate income persons. In the event that 51% of all job positions created by Abacus are not filled with low-to-moderate income persons, Abacus will be required to repay all grant funds as described within this contract. In no event shall the amount of the grant to be repaid exceed the amount of funds actually disbursed to Contractor from this contract plus any additional interest and legal costs described herein. The Notice of Alleged Breach shall state the date when repayments are due and any other terms regarding such repayment of funds.

Interest shall accrue at the prime interest rate stated in the Wall Street Journal on the date that the Governor's Financial Review Committee issues a Notice of Breach to the Town of Elizabeth regarding Abacus. All interest calculations shall be made on a simple interest basis. Interest shall be calculated for the period of non-compliance as determined by the Governor's Financial Review Committee. The Notice of Breach shall

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contain the period of non-compliance as determined by the Governor's Financial Review Committee.

Abacus shall ensure that any changes in its ownership structure results in Abacus continuing to assume full responsibility for the obligations described in this agreement. Otherwise, Abacus shall repay Contractor, for CDBG funds expended (plus applicable interest and legal costs as described within this contract). Such liquidation damages shall become due and owing at the time ownership is transferred. Any approved purchasee or transferee must expressly assume Abacus's obligations pursuant to the Agreement with the Contractor.

The Agreement must be executed and submitted to the Colorado Office of Economic Development and International Trade prior to the disbursement of contract funds.

10. Contractor shall ensure that it has obtained appropriately filed legal structure documentation and signature authorizations for Abacus. Such legal structure documentation and signature authorizations shall be executed and submitted to the Colorado Office of Economic Development and International Trade prior to the disbursement of contract funds.

11. Contractor shall obtain a guaranty of Abacus' performance, as required in this Contract, jointly and severally from Beverly D. Sabol and Daniel J. Sabol. In conjunction with such guaranties, Contractor shall obtain a personal financial statement from the Sabols which is dated within ninety days of this contract and which is directed to Contractor (and not to a bank/the SBA, etc.). The guarantors shall be responsible for any non-performance damages as desribed in Specific Provision 1.b.9.j. in this Exhibit. Such guaranties shall be executed and submitted to the Colorado Office of Economic Development and International Trade prior to the disbursement of contract funds.

12. Contractor shall obtain documentation from Abacus which verifies that Abacus has executed an agreement to build the facility as described within this contract for approximately One Million One Hundred Forty Three Thousand One Hundred Forty Two and No/100 Dollars ($1,143,142) and as generally described in Contractor's application.

Contractor shall also obtain written documentation from Abacus that verifies that all private investment funding commitments necessary to complete the project, as stated in Contractor's application, have been committed, including executed interim loan documentation and permanent commitments in the amount of approximately $973,600. The "as-built" appraisal also must have been satisfactorily completed and

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submitted to Contractor in addition to being satisfactory to the interim lender.

Such documentation shall be submitted on or before December 31, 2004 to the Colorado Office of Economic Development and International Trade for review by staff of the Colorado Office of Economic Development and International Trade and if necessary, the Governor's Financial Review Committee (FRC). **Contractor recognizes that such commitments are typically required prior to the issuance of a state contract; however, the FRC authorized the issuance of this contract based on the broad powers provided to the FRC in this specific provision. Should the Governor's Financial Review Committee determine that the documentation is not satisfactory for any reason, this conditional commitment and contract shall become null and void following the expiration of a ninety (90) day right to cure period.** Written notification of approval or non-approval of the documentation shall be provided to Contractor within thirty (30) days of its review by staff of the Colorado Office of Economic Development and International Trade and if necessary, the Governor's Financial Review Committee. No funds shall be disbursed for any CDBG-funded activity until this review has been completed.

13. Contractor shall make quarterly on-site visits to Abacus to assess/monitor the progress toward job creation and shall use the quarterly public facilities report to document such visits. Contractor shall provide reasonable notice to Abacus of such visits.

14. Contractor shall additionally comply with all federal acquisition requirements related to any acquisition of land and/or easements for this project, if needed. Such requirements are described in the State's CDBG Guidebook.

15. Contractor shall provide the Colorado Office of Economic Development and International Trade with a copy of any administration contracts it executes with external service providers, if applicable, prior to the disbursement of any contract funds designated for administrative purposes.

16. Contractor shall monitor additional businesses (in addition to Abacus) which utilize the CDBG-funded improvements and which create/ retain jobs as a result of the CDBG-funded improvements. For Contractor to monitor retained jobs, such jobs must meet the United States Department of Housing and Urban Development's stringent guidelines for retained positions. For identified businesses requiring monitoring, Contractor shall ensure that it has an executed agreement with such businesses which specifies the number of full-time equivalent positions that such businesses are committing to create/retain and which specifies that 51% of **all** full-time equivalent positions created/retained by such businesses will be filled by low-to-moderate income persons. A full-time job is defined as one in which the employee certifies that his or her primary income is derived from the identified job position.

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The monitoring period shall begin with the effective date of the state's contract and shall continue for a one year period after the physical completion of the CDBG-funded improvements; however, any identified businesses must continue to be monitored until the committed number of jobs has been achieved by such businesses.

Contractor shall ensure that its agreement with such businesses shall contain the following: i) a list (including the type of positions, the number of positions, and wage scales) of the full-time equivalent permanent positions to be created with a breakout of those positions which are expected to be filled by low-to-moderate income persons; ii) identification of those positions that can only be filled by persons with substantial training, work experience or education beyond high school and a statement from such businesses that each respective business will agree to hire, and train as necessary, low-to-moderate income persons for these positions; iii) a proposed schedule for the creation of the committed positions; and iv) provisions requiring written records to be kept and reports to be made regarding the documentation of low-to-moderate income benefit and beneficiaries by race, ethnicity, gender, and handicap status in the same manner and to the same extent as Department requires of Contractor [which shall include the quarterly submittal of such businesses' payroll list and employee income certification forms for every employee on the payroll list to Contractor]. Such agreements shall strongly encourage such businesses to additionally document (and retain at its offices) its low-to-moderate income hiring efforts (such as utilizing Job Training Services, maintaining copies of public advertisements which contain an offer to train low-to-moderate income persons for employment positions offered by such businesses, maintaining a log of "self-identified" low-to-moderate income persons who applied for open employment positions and the reasons for not hiring, etc.).

17. Contractor shall submit a Quarterly Employment Report in a manner and method prescribed by the Colorado Office of Economic Development and International Trade to the Colorado Office of Economic Development and International Trade on a quarterly basis, no later than the thirtieth (30th) day of the month after the end of each calendar quarter of the contract period and continuing after the contract period for the time frame delineated above. This report shall be supported by underlying income certifications, as required in Section VIII (Economic Development Section) of the State's Guidebook for Economic Development and Revolving Loan Fund Projects. Such income certifications shall be maintained in Contractor's files for review.

18. Contractor shall submit all documentation required by this Contract, as applicable, to the Colorado Office of Economic Development and International Trade except for the Audits required in Paragraph 13 within the main body of this Contract.

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19. Contractor shall return any funds, received from Abacus for liquidated damages, to the Colorado Office of Economic Development and International Trade within ten (10) calendar days of receipt.

20. Contractor certifies that the project and terms under which assistance is to be provided are appropriate and necessary due to insufficient funds in Contractor's operating budget.

21. Contractor shall notify the Colorado Office of Economic Development and International Trade in writing of an event of Abacus's non-performance as described in this Contract herein within ten (10) calendar days of such event.

Contractor shall notify the Colorado Office of Economic Development and International Trade in writing of changes in this project's funding commitments negotiated by and between the Contractor and other funding sources. The amount, terms and conditions of this grant are based, in part, on the participation of public and private financing. Any change in participation may materially affect the state's ability to participate as stated herein and shall require state approval.

22. By executing this contract, Contractor is certifying that Abacus's project site is within the Town of Elizabeth's jurisdictional boundaries.

23. Contractor shall submit an executed agreement in the amount of approximately Eighty Thousand and No/100 Dollars ($80,000) between Contractor and an interim lender which describes the funding that will be provided by the interim lender to complete the CDBG designated improvements in the event that such CDBG funds may not be made available until certain conditions of this contract have been met. In no event shall the interim lender be paid more than the principal amount of the interim loan balance that was used to complete the CDBG-funded improvements.

Such documentation shall be submitted on or before December 31, 2004 to the Colorado Office of Economic Development and International Trade for review by staff of the Colorado Office of Economic Development and International Trade and if necessary, the Governor's Financial Review Committee (FRC). **Contractor recognizes that such agreements are typically required prior to the issuance of a state contract; however, the FRC authorized the issuance of this contract based on the broad powers provided to the FRC in this specific provision. Should the Governor's Financial Review Committee determine that the documentation is not satisfactory <u>for any reason</u>, this conditional commitment and contract shall become null and void following the expiration of a ninety (90) day right to cure period.** Written notification of approval or non-approval of the documentation shall be provided to Contractor within thirty (30) days of its review by staff of the Colorado Office of Economic Development and International Trade and if necessary,

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the Governor's Financial Review Committee. No funds shall be disbursed for any CDBG-funded activity until this review has been completed.

24. Contractor shall be authorized to terminate this Contract prior to the contract expiration date, notwithstanding Paragraph 3, Page 1 of 14 Pages within the main body of this Contract, and Paragraph 15, Page 4 of 13 Pages within the main body of this Contract, in the event that the terms and conditions of this Contract have been satisfactorily completed prior to the expiration date. If the project has been satisfactorily completed prior to the contract's expiration date, Contractor shall initiate the close-out process in accordance with Section IX of the State's CDBG Guidebook.

2. **NATIONAL OBJECTIVE**

Abacus shall create a minimum of fifteen (15) new, full-time jobs in the Town of Elizabeth on or after the effective date of the state's contract and within two years of the effective date of the state's contract. At least fifty-one percent (51%) of the new, full-time jobs created by Abacus shall be held by low-to-moderate income persons. In the event more than fifteen (15) permanent jobs are created, Contractor and Abacus shall ensure that at least fifty-one percent (51%) of **all** jobs created (as a result of CDBG funds) are provided to low- and moderate-income persons.

3. **TIME OF PERFORMANCE**

The Project shall commence upon the full and proper execution of this Contract and the completion of the appropriate environmental review, and shall be completed on or before two (2) years from the effective date of this Contract. However, the Project time of performance may be extended by an Unilateral Amendment. To initiate this process, a written request shall be submitted to the State by the Contractor at least sixty (60) days prior to the contract's expiration date, and shall include a full justification for the extension request **and an extension of the personal guaranties required in Special Provision 1.b.11., Exhibit A, Scope of Services of this Contract.** In order to complete the Contract in the above time period, one hundred percent (100%) of funds provided through this Contract shall have been expended, unless the Colorado Office of Economic Development and International Trade and Contractor mutually agree to de-obligate a portion of such funds.

4. **BUDGET**

Project Activities:	Sources:	Project Costs:
Project Engineering (17B)	CDBG*	$ 10,000
Public Infrastructure (17B)	CDBG*	$ 280,000
Project Administration (21A)	CDBG*	$ 10,000
Private Investment	Abacus**	$1,143,142

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TOTAL $1,443,142

* Refer to Specific Provision 1.b.2. in this Exhibit for CDBG-funded activities.
** Refer to Specific Provisions 1.b.12. in this Exhibit for private investment sources.

Funds from sources other than CDBG shall not be considered matching funds subject to federal audit requirements.

5. **REMIT ADDRESS: (Address to where payments are to be sent)**

321 South Banner Street P.O. Box 159

Elizabeth, CO 80107

6. **PAYMENT SCHEDULE**

Payments shall be made in accordance with the provisions set forth in Paragraph 11 within the main body of this Contract; **however, only Two Hundred Twenty Thousand and No/100 Dollars ($220,000) shall be authorized for initial disbursement for use in accordance with the terms of this contract. Upon Contractor submitting documentation that Abacus has created a minimum of eleven new full-time equivalent jobs in accordance with the terms of this contract, the remaining Eighty Thousand and No/100 Dollars ($80,000) shall be disbursed at the rate of Twenty Thousand and No/100 Dollars ($20,000) for each additional full-time equivalent job created and documented by Abacus. Contractor shall ensure that Abacus meets the full-time equivalent job requirements contained in this contract, including ensuring that at least fifty-one percent (51%) of all new, full-time jobs created by the Company are provided to low- and moderate-income persons with appropriate supporting documentation.** Interim Payments shall be made upon written, approved requests submitted by the Contractor.

7. **CONTRACT MONITORING**

The Colorado Office of Economic Development and International Trade, on behalf of the Colorado Department of Local Affairs, shall monitor this Contract in accordance with the provisions set forth in Paragraph 21 within the main body of this Contract at least once during the contract period.

8. **REPORTING SCHEDULE**

Contractor shall provide quarterly financial and program reports to the Colorado Office of Economic Development and International Trade in accordance with the provisions set forth in Paragraph 18 within the main body of this Contract. Within ninety (90) days after

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completion of the Project, the Contractor shall submit to the Colorado Office of Economic Development and International Trade the Project Completion Report and Final Financial Status Report as required in the Close-Out Section of the State CDBG Guidebook.

EXHIBIT B
Effective March 2004

MAXIMUM INCOMES FOR "LOW-INCOME" AND "MODERATE-INCOME" HOUSEHOLDS -- in current (2003) dollars
(to be used only for CDBG projects funded under the 1988 and subsequent CDBG Program Guidelines)

"Low Income" is defined as being 50% of area median income. **"Moderate Income"** is defined as being 80% of area median income.
Persons whose current household incomes do not exceed these maximum income limits are considered to be low and moderate income (LMI) persons in the CDBG program. CDBG grantees and applicants whose projects involve the individual selection and qualification of beneficiaries based on their current incomes (as is the case in housing rehabilitation, job creation and other "direct benefit" projects) must use these income limits in determining whether beneficiaries are LMI persons. CDBG grantees and applicants using Department-approved surveys to obtain information on the current incomes of project beneficiaries must use these income limits to estimate the LMI benefit of project activities.

		Household Size							
COUNTY	Type of Household	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
ADAMS COUNTY	Moderate Income	39150	44750	50350	55900	60400	64850	69350	73800
	Low Income	24450	27950	31450	34950	37750	40550	43350	46150
ALAMOSA COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
ARAPAHOE COUNTY	Moderate Income	39150	44750	50350	55900	60400	64850	69350	73800
	Low Income	24450	27950	31450	34950	37750	40550	43350	46150
ARCHULETA COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
BACA COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
BENT COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
BOULDER COUNTY	Moderate Income	40250	46000	51750	57500	62100	66700	71300	75900
	Low Income	30450	34800	39150	43500	47000	50450	53950	57400
BROOMFIELD COUNTY	Moderate Income	39150	44750	50350	55900	60400	64850	69350	73800
	Low Income	24450	27950	31450	34950	37750	40550	43350	46150
CHAFFEE COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
CHEYENNE COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
CLEAR CREEK COUNTY	Moderate Income	36300	41450	46650	51850	56000	60150	64300	68450
	Low Income	22700	25900	29150	32400	35000	37600	40200	42750
CONEJOS COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100

NOTE: Economic Development Projects, administered by the Office of Economic Development and International Trade, shall screen employees on the basis of family income according to these limits (instead of household income).

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COUNTY	Type of Household	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
COSTILLA COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
CROWLEY COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
CUSTER COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
DELTA COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
DENVER COUNTY	Moderate Income	39150	44750	50350	55900	60400	64850	69350	73800
	Low Income	24450	27950	31450	34950	37750	40550	43350	46150
DOLORES COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
DOUGLAS COUNTY	Moderate Income	39150	44750	50350	55900	60400	64850	69350	73800
	Low Income	24450	27950	31450	34950	37750	40550	43350	46150
EAGLE COUNTY	Moderate Income	40250	46000	51750	57500	62100	66700	71300	75900
	Low Income	26850	30700	34500	38350	41400	44500	47550	50600
ELBERT COUNTY	Moderate Income	40250	46000	51750	57500	62100	66700	71300	75900
	Low Income	29100	33250	37400	41550	44850	48200	51500	54850
EL PASO COUNTY	Moderate Income	34800	39750	44700	49700	53650	57650	61600	65600
	Low Income	21750	24850	27950	31050	33550	36000	38500	41000
FREMONT COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
GARFIELD COUNTY	Moderate Income	33950	38800	43650	48500	52350	56250	60100	64000
	Low Income	21200	24250	27250	30300	32700	35150	37550	40000
GILPIN COUNTY	Moderate Income	40250	46000	51750	57500	62100	66700	71300	75900
	Low Income	28600	32700	36750	40850	44100	47400	50650	53900
GRAND COUNTY	Moderate Income	35050	40050	45050	50100	54100	58100	62100	66100
	Low Income	21900	25050	28150	31300	33800	36300	38800	41300
GUNNISON COUNTY	Moderate Income	32800	37500	42200	46900	50650	54400	58150	61900
	Low Income	20500	23450	26350	29300	31650	34000	36350	38700
HINSDALE COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100

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COUNTY	Type of Household	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
HUERFANO COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
JACKSON COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
JEFFERSON COUNTY	Moderate Income	39150	44750	50350	55900	60400	64850	69350	73800
	Low Income	24450	27950	31450	34950	37750	40550	43350	46150
KIOWA COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
KIT CARSON COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
LAKE COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
LA PLATA COUNTY	Moderate Income	31750	36300	40800	45350	49000	52600	56250	59900
	Low Income	19850	22700	25500	28350	30600	32900	35150	37400
LARIMER COUNTY	Moderate Income	37250	42550	47900	53200	57450	61700	65950	70200
	Low Income	23300	26600	29950	33250	35900	38550	41250	43900
LAS ANIMAS COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
LINCOLN COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
LOGAN COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
MESA COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
MINERAL COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
MOFFAT COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
MONTEZUMA COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
MONTROSE COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100

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COUNTY	Type of Household	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
MORGAN COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
OTERO COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
OURAY COUNTY	Moderate Income	32600	37250	41900	46550	50300	54000	57750	61450
	Low Income	20350	23300	26200	29100	31450	33750	36100	38400
PARK COUNTY	Moderate Income	36050	41200	46350	51500	55650	59750	63900	68000
	Low Income	22550	25750	29000	32200	34800	37350	39950	42500
PHILLIPS COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
PITKIN COUNTY	Moderate Income	40250	46000	51750	57500	62100	66700	71300	75900
	Low Income	32200	36800	41400	46000	49700	53350	57050	60700
PROWERS COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
PUEBLO COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
RIO BLANCO COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
RIO GRANDE COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
ROUTT COUNTY	Moderate Income	37750	43150	48550	53900	58250	62550	66850	71150
	Low Income	23600	26950	30350	33700	36400	39100	41800	44500
SAGUACHE COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
SAN JUAN COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
SAN MIGUEL COUNTY	Moderate Income	39950	45650	51350	57050	61600	66150	70750	75300
	Low Income	24950	28500	32100	35650	38500	41350	44200	47050
SEDGWICK COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
SUMMIT COUNTY	Moderate Income	40250	46000	51750	57500	62100	66700	71300	75900
	Low Income	26650	30450	34250	38050	41100	44150	47200	50250
TELLER COUNTY	Moderate Income	37450	42800	48150	53500	57800	62100	66350	70650
	Low Income	23400	26750	30100	33450	36150	38800	41500	44150
WASHINGTON COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
WELD COUNTY	Moderate Income	31000	35450	39900	44300	47850	51400	54950	58500
	Low Income	19400	22150	24950	27700	29900	32150	34350	36550
YUMA COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100

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EXHIBIT C1

Contract Routing #
Encumbrance #
Vendor # (for Remit Address)
APPR GBL
CFDA# 14.228

Unilateral
Amendment # __ of (Type of Contract – Grant/Loan/Grant-Loan)
Between Colorado Department of Local Affairs and (Grantee Name and Address)

State Executed Contract Modifications

A. Modifications to Contract Boilerplate

Responsible Administrator: Delete old Administrator's name and insert in lieu thereof new "Responsible Administrator".

B. Modifications to Exhibit A, Scope of Service.

Time of Performance: "Time of Performance is modified by deleting "Date" and inserting in lieu thereof "_ Date _".

Remit Address: Delete current "Remit Address" and in insert in lieu thereof new "Remit Address".

Payment Schedule: Delete current "Payment Schedule" and insert in lieu thereof new "Payment Schedule".

All of the terms and conditions of the Original Contract remain unchanged except for those terms and conditions modified by this Amendment #_____ and all previous amendments. Both parties also expressly understand that this Amendment #_____ is incorporated into the Original Contract.

Department of Local Affairs

_____
Pre-approved Form Contract Reviewer

_____
Mike Beasley, Executive Director

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

STATE CONTROLLER:
Leslie M. Shenefelt

By_____
Rose Marie Auten, Controller
Department of Local Affairs

Date:_____

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EXHIBIT C2

Contract Routing #
Encumbrance #
Vendor # (for Remit Address)
APPR GBL
CFDA# 14.228

Bilateral
Amendment # _____ of (Type of Contract – Grant/Loan/Grant-Loan)
Between Colorado Department of Local Affairs and (Grantee Name and Address)

State and Contractor Executed Modifications

A. Modifications to Contract Boilerplate

Compensation and Method of Payment:
"Compensation and Method of Payment" in the Original Contract is modified by deleting " Amount " and inserting in lieu there of " Amount ".

Responsible Administrator: Delete old Administrator's name and insert in lieu thereof new "Responsible Administrator".

Compliance with Applicable Laws: Paragraph #21, "Compliance with Applicable Laws" in the Original Contract is modified as follows: Include existing language **"is revised to read"** and the revised language.

B. Modifications to Exhibit A, Scope of Services.

Project Description, Objectives and Requirements: "Project Description, Objectives, and Requirements, Subsection A." is modified as follows: Include existing language **"is revised to read"** and the revised language.

National Objective: "National Objective" is modified by deleting current National Objective and inserting new National Objective.

Time of Performance: "Time of Performance" is modified by deleting current Date and inserting new Date .

Budget: "Budget" is modified by deleting the current Budget and inserting new Budget.

Remit Address: "Remit Address" is modified by deleting the current Remit Address and inserting new Remit Address.

Payment Schedule: "Payment Schedule" is modified by deleting current Payment Schedule and inserting new Payment Schedule.

Contract Monitoring: "Contract Monitoring" is modified by deleting current Contract Monitoring and inserting new Contract Monitoring.

Reporting Schedule: "Reporting Schedule is modified by deleting current Reporting Schedule and inserting new Reporting Schedule.

All of the terms and conditions of the Original Contract remain unchanged except for those terms and conditions modified by this Amendment # _____ and all previous amendments. Both parties also expressly understand that this Amendment # is incorporated into the Original Contract.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

_____
Legal Name of Contracting Entity

_____
Social Security Number or FEIN

_____
Signature of Authorized Officer

_____
Print Name & Title of Authorized Officer

CORPORATIONS:
(A corporate seal or attestation is required.)

Attest (Seal) By _____
(Corporate Secretary or Equivalent, or Town/City/County Clerk)

STATE OF COLORADO:
BILL OWENS, GOVERNOR

By _____
Mike Beasley, Executive Director
Department of Local Affairs

PRE-APPROVED FORM CONTRACT REVIEWER:

_____

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ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and / or services provided.

STATE CONTROLLER:
Leslie M. Shenefelt

By _____
Rose Marie Auten, Controller
Department of Local Affairs

Date _____

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COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT

THIS COMMUNITY DEVELOPMENT BLOCK *GRANT AGREEMENT* (the "Agreement") is made as of the 12th day of October, 2004, (the "**Effective Date**") by and between the Town of Elizabeth, a municipal corporation organized and existing under the laws of the State of Colorado (the "Town") and Abacus Moving and Storage, Inc., Beverly D. Sabol, Daniel J. Sabol, and Shane Gibson (collectively, "Abacus") whose principal address is 651 West Beverly Street, Elizabeth, Colorado 80107.

RECITALS

A. The Town has entered into a contract with the Department of Local Affairs, for the receipt of Community Development Block Grant ("CDBG") Funds, which Contract is attached hereto as **Exhibit 1** and incorporated herein by this reference (the "Grant Agreement");

B. The Grant Agreement requires that the Town and Abacus execute a written agreement which contains certain requirements, which agreement shall be submitted to the Colorado Office of Economic Development and International Trade prior to the disbursement of any funds pursuant to the Grant Agreement;

C. The Town and Abacus desire to enter into the separate written agreement required by the Grant Agreement; and

D. The Agreement shall state that Abacus expressly acknowledges that such infrastructure improvements would not have been undertaken but for Abacus's contractual commitment to perform all of the obligations thereunder.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants contained herein, the Town and the Abacus hereby agree as follows:

1. ***Abacus Performance Obligations.*** Abacus shall be obligated to perform the following in accordance with this Agreement and consistent with the Town's obligations pursuant to the Grant Agreement:

A. Construction of New Facility. Upon completion of or concurrent with the construction of the infrastructure being constructed by the Town for the substantial benefit of Abacus in accordance with the Grant Agreement, Abacus shall construct a new office/warehouse/parking facility within the corporate limits of the Town of Elizabeth, as more particularly described in the Grant Agreement.

B. Creation of New Jobs. Abacus shall create a minimum of fifteen (15) new, full-time jobs within two (2) years of the date of the execution of the Grant Agreement, such jobs to have been created to the satisfaction of Colorado Office of Economic

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Development and International Trade, at its sole discretion, which discretion must be exercised in a reasonable manner, and which jobs must meet the following requirements:

i. Fifty-one percent (51%) of the new, full-time jobs created by Abacus shall be held by low-to-moderate income persons;

ii. In the event that more than (15) permanent full-time jobs are created, Abacus shall ensure that at least fifty-one percent (51%) of all jobs created as a result of the funds provided by the Grant Agreement are provided to low- and moderate-income persons;

iii. Upon execution of this Agreement, Abacus shall submit an employment report to the Town as of August 5, 2004, that shall serve as Abacus' current employment base (before any jobs are created to meet the requirements of the Grant Agreement);

iv. On a quarterly basis, Abacus shall submit income certifications to the Town and to the Colorado Office of Economic Development and International Trade in the format prescribed in the CDBG Guidebook, for every position hired in the Town after the effective date of the Grant Agreement; and

v. For purposes of this Agreement and compliance with the terms of the Grant Agreement, Abacus agrees that a full-time position shall be defined as one in which the employee certifies that his or her primary income is derived from the identified job position and is one that is directly reflected on the payroll of Abacus upon its creation.

C. Types of Jobs Created. Abacus further agrees that as to the newly created positions, they are to be created as follows:

i. A list of the type of positions, number of positions, and wage scales of the full-time equivalent permanent positions to be created, including a breakout of those positions which are expected to be filled by low- and moderate-income persons, is attached hereto as **Exhibit 2** and incorporated herein by this reference;

ii. A list of the positions that can only be filled by persons with substantial training, work experience or education beyond high school, and of those positions which Abacus will agree to hire and train as necessary low- and moderate-income persons is attached hereto as **Exhibit 3** and incorporated herein by this reference;

iii. A proposed schedule of implementation for the creation of the committed job positions is attached hereto as **Exhibit 4** and incorporated herein by this reference;

iv. The positions shall be memorialized by Abacus in a written report that documents the benefited low- and moderate-income persons by race, ethnicity,

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gender and handicap status in a manner that is acceptable to the Town and the Colorado Office of Economic Development and International Trade; and

v. Abacus shall document and retain at its offices additional documentation necessary to demonstrate its low-to-moderate income hiring efforts such as Job Training Services, the maintaining of copies of public advertisements which contain an offer to train low-to-moderate income persons for employment positions offered by Abacus, and maintaining a log of "self-identified" low-to-moderate income persons who applied for open employment positions, and any reasons said persons were not hired, if applicable.

D. On-Site Visits/Verification. Abacus shall allow representatives of the Town and of the Colorado Office of Economic Development and International Trade to make on-site visits to verify any CDBG program information upon reasonable notice to the Contractor.

E. Representations as to Expenditures on New Facility. Abacus shall provide to the Town the following documentation as it relates to the construction and expenditures for its new facility:

i. Prior to the disbursement of funds, Abacus shall provide to the Town documentation demonstrating that Abacus has executed an agreement to build the facility described herein and in the Grant Agreement, said facility to be constructed in the approximate amount of One Million One Hundred Forty-Three Thousand One Hundred Forty-Two Dollars ($1,143,142.00).

ii. Prior to December 21, 2004, and prior to the disbursement of funds Abacus shall further provide documentation to the Town verifying that all private investment funding commitments necessary to complete the construction of the new facility have been committed, including executed interim loan documentation and permanent commitments in the amount of Nine Hundred Seventy-Three Thousand Six Hundred Dollars ($973,600.00). Prior to the disbursement of funds, the "as-built" appraisal shall be also be submitted to the Town in addition to being submitted to the interim lender. The Town shall then be required to submit this information to the Colorado Office of Economic Development and International Trade prior to December 31, 2004.

iii. During construction of the facility and as an ongoing obligation pursuant to this Agreement, Abacus shall provide documentation to the Town verifying that the facility as generally described and identified in the Town's application to the State and in the Grant Agreement has been constructed by Abacus for its own use and that such funds budgeted for the construction of the facility have been expended prior to the expiration of the time frames contained in the Grant Agreement. Abacus covenants and agrees that the total expenditures for such items is approximately One Million One Hundred Forty-Three Thousand One Hundred Forty-Two Dollars ($1,143,142.00), and Abacus agrees to provide

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documentation of such expenditures to the Town during the term of the Grant Agreement, which files shall also be maintained by the Town for review by the Colorado Office of Economic Development and International Trade during its monitoring visit.

F. Submission of Financial Statements. No later than one hundred twenty days following the end of Abacus' fiscal year, Abacus shall submit its fiscal year end financial information (Balance Sheet and Income Statement) to the Town for its review, which files shall also be maintained by the Town for review by the Colorado Office of Economic Development and International Trade during its monitoring visit.

G. Federal Acquisition Requirements. To the extent applicable, Abacus shall comply with all federal acquisition requirements related to the acquisition of land and/or easements for the project obtaining funds from the Grant Agreement and shall to the extent applicable submit a "voluntary acquisition letter" pertaining to any land so acquired in a form prescribed by the Colorado Office of Economic Development and International Trade.

2. ***Abacus Financial Obligations.*** In addition to the performance obligations of Abacus as provided in Section 1 of this Agreement, Abacus shall be obligated to perform the following financial obligations in accordance with this Agreement, and consistent with the Town's obligations pursuant to the Grant Agreement:

A. Cost Overruns and Legal Expenses. Abacus shall be responsible for any cost overruns in excess of the Three Hundred Thousand Dollars ($300,000.00) provided to the Town pursuant to the Grant Agreement for the construction and associated costs of the public infrastructure being constructed by funds pursuant to the Grant Agreement.

B. Repayment of the Town by Abacus. In the event that Abacus does not comply with the terms of this Agreement, or the Colorado Office of Economic Development and International Trade determines that funds to be disbursed pursuant to the Grant Agreement cannot be distributed for any reason, including but not limited to the failure of Abacus to fulfill its responsibilities pursuant to **Exhibit A** of the Grant Agreement, or if the Colorado Office of Economic Development and International Trade determines to require repayment of funds previously distributed based on a breach of any of the representations, warranties, or covenants contained in the Grant Agreement, Abacus shall be required to repay the Town for any CDBG funds expended by the Town. Any remedies of the Town pursuant to this Agreement with Abacus shall be coextensive with those remedies of the Colorado Office of Economic Development and International Trade against the Town, it being the intent of this subsection that Abacus be legally responsible for any costs incurred by the Town that are not repaid by funds of the Grant Agreement, or which are sought to be refunded to the Colorado Office of Economic Development and International Trade based on a material event of default

C. Amount Subject to Repayment by Abacus. In the event that Abacus does not build its new facility or fails to comply with the terms and conditions of the Grant

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Agreement, Abacus agrees to repay the amount determined by the Governor's Financial Review Committee or an alternate entity designated by the State of Colorado to make such a determination. Interest and legal costs of both the State of Colorado and the Town of Elizabeth may be included to the amount of the grant funds to be repaid by Abacus. Abacus understands and acknowledges that the Governor's Financial Review Committee or an alternate entity designated by the State of Colorado shall consider the level of performance deficiency in making its determination unless at least fifty-one percent (51%) of all job positions created are not filled with low-to-moderate income persons. Abacus further understands and acknowledges that in the event fifty-one percent (51%) of all job positions created are not filled with low-to-moderate income persons, Abacus will be required to repay all grant funds received by the Town pursuant to the Grant Agreement. In no event shall the amount of funds repaid by Abacus in the event of a breach as described herein exceed the amount of funds actually disbursed by the Colorado Office of Economic Development and International Trade to the Town plus any additional interest and legal costs incurred.

3. ***Town of Elizabeth Obligations***.

A. Site Visits. The Town shall, upon reasonable notice to Abacus at least on a quarterly basis conduct site visits to assess/monitor the progress by Abacus toward job creation.

B. Federal Acquisition Requirements. To the extent applicable, the Town shall comply with all federal acquisition requirements related to the acquisition of land and/or easements for the project.

C. Return of Funds. The Town shall return any funds received from Abacus as liquidated damages pursuant to the Grant Agreement to the Colorado Office of Economic Development and International Trade within ten (10) calendar days of receipt.

D. Notice to the Colorado Office of Economic Development and International Trade. In addition to the other notice provisions contained in this Agreement and the Grant Agreement, the Town shall notify the Colorado Office of Economic Development and International Trade in writing of any event of non-performance by Abacus within ten (10) calendar days of the occurrence of such event.

4. ***Termination of Obligations***. In the event that Abacus meets all job requirements and that all required supporting documentation is delivered to and approved by the Colorado Office of Economic Development and International Trade prior to the stated two (2) year timeframe, the Town will submit a request to the Colorado Office of Economic Development and International Trade requesting that Abacus' responsibilities pertaining to the contract be terminated and asking for written documentation stating that all Abacus' requirements have been met. As a further condition of this request, all liability associated with the CDBG grant and the Town infrastructure assigned to Destiny Construction, LLC as well as Roger and Leanne Goodhue personally will be released. This release will include, but not be limited to, the Letter of Credit through Community

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First Bank, provided all other obligations secured by the Letter of Credit have been satisfied.

5. ***Interest.*** Whenever interest is contemplated by this Agreement, such interest shall be calculated and shall accrue at the prime interest rate stated in the Wall Street Journal on the date that the Governor's Financial Review Committee issues a Notice of Breach pursuant to Section 5 of this Agreement and Section 15 of the Grant Agreement. All interest calculations shall be made on a simple interest basis, and shall be calculated for a period of non-compliance as determined by the Governor's Financial Review Committee. Said Notice of Breach shall expressly contain the period of non-compliance as determined by the Governor's Financial Review Committee.

6. ***Notice of Default/Termination.*** The Town shall forward to Abacus within ten (10) calendar days any Notice of Alleged Breach or Notice of Breach received by the Town pursuant to the Grant Agreement, and any such Notice of Alleged Breach or Notice of Breach received by the Town pursuant to the Grant Agreement and forwarded to Abacus by the Town is and shall be considered a Notice of Breach pursuant to this Agreement.

7. ***Abacus Ownership Structure.***

A. Current Ownership Structure. Abacus Moving and Storage, Inc. (the "Corporation") warrants and represents that it is a Colorado corporation in good standing, and that the Corporation is authorized to enter into this Agreement and assume the obligations contained herein and the obligations identified in the Grant Agreement. Abacus agrees to submit the Corporation's Articles of Incorporation, Bylaws, signature authorizations, and any other documentation determined by the Colorado Office of Economic Development and International Trade or the Town to be necessary for disbursement of funds pursuant to the Grant Agreement.

B. Changes in Ownership Structure. Consistent with the obligations set forth in Section 7 of this Agreement, in the event of any change in corporate or ownership structure, the Corporation agrees that it shall continue to assume full, joint and several responsibility for the obligations described in this Agreement and the Grant Agreement.

8. ***Guarantee of Performance.*** Beverly D. Sabol and Daniel J. Sabol (the "Sabols") in their individual capacities do hereby jointly and severally guarantee performance of the obligations of the Town pursuant to the Grant Agreement and Abacus pursuant to this Agreement. Prior to the disbursement of funds, the Sabols further agree to provide within ninety days of execution of the Grant Agreement a personal financial statement which is directed to the Town. The Sabols shall be personally responsible for any non-performance damages described in Section 2 of this Agreement.

9. ***Non-Transferable.*** The rights granted to Abacus herein are non-transferable and may not be transferred or assigned. Any attempted transfer or assignment shall automatically be deemed to be null and void and shall be grounds for termination of this Agreement.

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10. ***Notices.*** All notices required or permitted under this Agreement shall be deemed given upon personal delivery by hand to the authorized representatives of either the Abacus or the Town or three (3) days after being sent by certified mail, return receipt requested, postage prepaid, addressed to the respective party at its mailing address below:

If to the Town:

Town of Elizabeth
c/o Tom Parko, DCD
P.O. Box 159
321 South Banner Street
Elizabeth, Colorado 80107

Copy to:

Corey Y. Hoffmann, Esq.
Hayes, Phillips, Hoffmann and Carberry P.C.
1350 17th Street, Suite 450
Denver, Colorado 80202

If to the Abacus:

_____
_____
_____
_____

Each Party may change its or his/her address as set forth herein by written notice to such effect directed to the other party.

10. ***Miscellaneous:***

A. Amendments and Supplements: This Agreement may not be amended, modified or supplemented in any manner except by a written agreement executed by both the Town and the Abacus.

B. Severability. In the event any provision of this Agreement is deemed to be illegal, invalid or unenforceable by a court of competent jurisdiction, such provisions shall not affect the remainder thereof.

C. Waiver. The waiver by the Town, or its designee, of any failure by the Abacus to comply with any of the terms and conditions of this Agreement must be in writing and in any event shall not be deemed to be a waiver of any subsequent failure of the Abacus to comply with the terms or conditions of this Agreement.

D. Time of the Essence. Time is of the essence in the performance of each and every term and condition of this Agreement by the parties hereto.

E. Governing Law. This Agreement, its construction, validity and effect, shall be governed and construed by and in accordance with the laws of the State of Colorado.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

BEVERLY D. SABOL, individually

DANIEL J. SABOL, individually

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 22nd day of October, 2004, by Beverly D. Sabol and Daniel J. Sabol.

My commission expires: My Commission Expires 05/22/2006

(S E A L)

Notary Public

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ABACUS MOVING AND STORAGE, INC.

By: BEVERLY SABOL
Its: PRESIDENT

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 22nd day of October, 2004, by Beverly Sabol as the President of Abacus Moving and Storage, Inc.

My commission expires: My Commission Expires 05/22/2006

(S E A L)

Notary Public

TOWN OF ELIZABETH, COLORADO

By: Wendell C Wilson
Wendell C. Wilson, Mayor

ATTEST:

Serena L. Brooks, Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Town Attorney

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Exhibit 1

Grant Agreement

CDBG #04-080
Rev. 6/28/02

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Contract Routing # 0015
Vendor # 840607461
CFDA # 14.228

CONTRACT

THIS CONTRACT, made by and between the State of Colorado for the use and benefit of the Department of Local Affairs, 1313 Sherman Street, Denver, CO 80203 hereinafter referred to as the State, and the Town of Elizabeth, 321 South Banner Street or P.O. Box 159, Elizabeth, CO 80107 hereinafter referred to as the Contractor,

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number 100 _____ Appropriation Code Number 124, 125, Org. Unit EDC0 GBL 3D79, 4D71 _____, Contract Encumbrance Number F05CDB04080 ; and

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, the United States Government, through the Housing and Community Development Act of 1974 ("the Act"), Pub. L. No. 93-383, as amended, has established a Community Development Block Grant ("CDBG") program and has allowed each state to elect to administer such federal funds for its nonentitlement areas, subject to certain conditions, including a requirement that the state's program give maximum feasible priority to activities which will benefit very low-, low-, and moderate-income families or aid in the prevention or elimination of slums or blight; the state's program may also include activities designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. Additionally, the state's program is subject to a federal requirement that not less than seventy percent (70%) of the aggregate amount of CDBG funds received by the state shall be used for the support of activities that benefit persons of very low-, low-, and moderate-income; and

WHEREAS, the State of Colorado has elected to administer such federal funds for its nonentitlement areas through the Colorado Department of Local Affairs ("Department"), pursuant to C.R.S. 1973, 24-32-106(1) (d), 24-32-304(2) (j) and 24-32-705(1) (i); and

WHEREAS, the Department has received applications from political subdivisions in Colorado for allocations from the federal CDBG funds available to Colorado; and

WHEREAS, the Contractor is one of the eligible political subdivisions to receive CDBG funds; and

WHEREAS, the Department has approved the proposed Project of the Contractor;

NOW, THEREFORE, it is hereby agreed that:

1. Scope of Services. In consideration for the monies to be received from the State, the Contractor shall do, perform, and carry out, in a satisfactory and proper manner, as determined by the State, all work elements as indicated in the "Scope of Service", set forth in Exhibit A, which is attached hereto and is incorporated herein by reference, and is hereinafter referred to as the "Project". Work performed prior to the execution of this Contract shall not be considered part of this Project.

2. Responsible Administrator. The performance of the services required hereunder shall be under the direct supervision of the Mayor or Town Community Developer, an employee or agent of Contractor, who is hereby designated as the responsible administrator of this Project. At any time the Contractor wishes to change the responsible administrator, the Contractor shall propose and seek the State's approval of such replacement responsible administrator. The State's approval shall be evidenced through a Contract Amendment to this contract initiated by the State as set forth in paragraph 16.b) of this Contract. Until such time as the State concurs in the replacement responsible administrator, the State may direct that Project work be suspended.

3. Time of Performance. This Contract shall become effective upon proper execution of this Contract by the State Controller or designee. The Project contemplated herein shall commence as soon as practicable after the execution of this Contract and shall be undertaken and performed in the sequence set forth in the attached Exhibit A, Scope of Services. The Contractor agrees that time is of the essence in the performance of its obligations under this Contract, and that completion of the Project shall occur not later than the termination date set forth in the Scope of Services.

4. Eligibility and National Objectives. All project activities shall be eligible under Section 105 of the Act, as amended, and all related regulations and requirements. Furthermore, project activities shall meet the following indicated (with a "X") broad national objective(s), as set forth in Section 104(b)(3) of the Act, as amended, and all related regulations and requirements:

X Benefit persons of very low-, low-, and moderate-income;

___ Prevent or eliminate slums or blight;

___ Meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs.

5. Obligation, Expenditure and Disbursement of Funds.

a) Prior Expenses. Expenses incurred by the Contractor in association with said Project prior to execution of this Contract are not eligible CDBG expenditures and shall not be reimbursed by the State.

b) Environmental Review Procedures. Funds shall not be obligated or utilized for any activities requiring a release of funds by the State under the Environmental Review Procedures for the CDBG program at 24 CFR Part 58 until such release is issued in writing. Administrative costs, reasonable engineering and design costs, and costs of other exempt activities identified in 24 CFR 58.34(a)(1) through (8) do not require a release of funds by the State. For categorically excluded activities listed in 58.35(a) determined to be exempt because there are no circumstances which require compliance with any other Federal laws and authorities cited at 58.5, the Con tractor must make and document such a determination of exemption prior to incurring costs for such activities.

c) Community Development Plan Requirement. Prior to receiving disbursements of CDBG funds from the State, the Contractor shall identify its community development and housing needs, including the needs of very low-, low-, and moderate-income persons, and the activities to be undertaken to meet such needs.

6. Definition of Very low-, Low- and Moderate-Income Persons. Very low-, low-, and moderate-income persons are defined, for the purposes of this Contract, as:

X Those persons who are members of very low-, low-, and moderate-income families as set forth in Exhibit B, which is attached hereto and incorporated herein by reference, or as subsequently promulgated in writing by the State, or

___ Those persons who have been determined by HUD, based upon most recent Census data, to be very low-, low-, and moderate-income persons.

___ Those persons belonging to clientele groups who are generally presumed by HUD to be principally very low-, low-, and moderate-income persons.

___ Not applicable to this project.

7. Citizen Participation. The Contractor shall provide citizens with reasonable notice of, and opportunity to comment on, any substantial change proposed to be made in the use of CDBG funds from one eligible activity to another by following the same citizen participation procedures required for the preparation and submission of its CDBG application to the State. The Contractor shall also comply with the procedure set forth herein regarding the modification and amendment of this Contract.

Additionally, the Contractor shall have and follow a Citizen Participation Plan (CPP) which includes the six elements specified in Section 104(a)(3) the Act. The CPP must include a provision for at least one public hearing during the course of the Project to allow citizens to review and comment on the Contractor's performance in carrying out the Project.

8. Residential Antidisplacement and Relocation Assistance Plan. The Contractor shall follow a residential antidisplacement and relocation assistance plan which, should displacement occur, provides that:

a) governmental agencies, non- and for-profit organizations, or private developers shall provide within the same community comparable replacement dwellings for the same number of occupants as could have been housed in the occupied and vacant occupiable low- and moderate-income dwelling units demolished or converted to a use other than for housing for low- and moderate-income persons, and provide that such replacement housing may include existing housing assisted with project based assistance provided under Section 8 of the United State Housing Act of 1939;

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b) such comparable replacement dwellings shall be designed to remain affordable to persons of low- and moderate-income for ten (10) years from the time of initial occupancy;

c) relocation benefits shall be provided for all low-income persons who occupied housing demolished or converted to a use other than for low-. or moderate-income housing, including reimbursement for actual and reasonable moving expenses, security deposits, credit checks, and other moving-related expenses; including any interim living costs; and, in the case of displaced persons of low- and moderate-income, provided either:

i) compensation sufficient to ensure that, for a five-year (5-year) period, the displaced families shall not bear, after relocation, a ratio of shelter costs to income that exceeds thirty percent (30%); or

ii) if elected by a family, a lump-sum payment equal to the capitalized value of the benefits available under subclause (i) to permit the household to secure participation in a housing cooperative or mutual housing association;

d) Persons displaced shall be relocated into comparable replacement housing that is:

i) decent, safe, and sanitary;

ii) adequate in size to accommodate the occupants;

iii) functionally equivalent; and,

iv) in an area not subject to unreasonably adverse environmental conditions.

Persons displaced shall have the right to elect, as an alternative to the benefits under this paragraph, to receive benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, if such persons determine that it is in their best interest to do so; and, where a claim for assistance under subparagraph (d) is denied by the Contractor, the claimant may appeal to the State, and that the decision of the State shall be final unless a court determines the decision was arbitrary and capricious.

The Contractor shall follow the Residential Antidisplacement and Relocation Assistance Plan except that paragraphs a) and b) shall not apply in a case in which the Secretary of the U. S. Department of Housing and Urban Development finds, on the basis of objective data, that there is available in the area an adequate supply of habitable affordable housing for low-, and moderate-income persons. A determination under this paragraph is final and nonreviewable.

9. Affirmatively Furthering Fair Housing. The Contractor shall affirmatively further fair housing in addition to conducting and administering its Project in conformity with the equal opportunity requirements of Title VI of the Civil Rights Act of 1964 and the Fair Housing Act, as required herein.

10. Recovery of Capital Costs of Public Improvements. The Contractor shall not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of very low-, low-, or moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless;

a) CDBG funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than the CDBG program, or

b) for the purposes of assessing any amount against properties owned and occupied by persons of moderate income who are not persons of very low- or low-income, it certifies that it lacks sufficient CDBG funds to comply with the requirements of subparagraph (a) hereinabove.

11. Compensation and Method of Payment. The State agrees to pay to the Contractor, in consideration for the work and services to be performed, a total amount not to exceed Three Hundred Thousand and No/100 Dollars ($300,000). The method and time of payment shall be made in accordance with the "Payment Schedule" set forth herein in EXHIBIT A. Any State funds not required for completion of the Project will be deobligated by the State through the processing of a bilateral amendment.

Unless otherwise provided in the Scope of Services:

a) The Contractor shall periodically initiate all reimbursement requests by submitting to the Department a written request using the State-provided form, for reimbursement of actual and proper expenditures of State CDBG funds plus an estimation of funds needed for a reasonable length of time.

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b) The State may withhold any payment if the Contractor has failed to comply with the State CDBG program objectives, contractual terms, or reporting requirements.

c) The State may withhold the final payment until the Contractor has submitted and the Department has accepted, all required quarterly Financial Status Report and Performance Report information.

12. Financial Management and Budget. At all times from the effective date of this Contract until completion of this Contract, the Contractor shall comply with the administrative requirements, cost principles and other requirements set forth in the State's Financial Management Guide and the Financial Management Section of the State CDBG Guidebook. Contractor may adjust individual budgeted expenditure amounts without approval of the State provided that no budget transfers to or between administration budget categories are proposed and provided that cumulative budgetary line item changes do not exceed Twenty Thousand Dollars ($20,000.00), unless otherwise specified in the "Budget" section of Exhibit A. Any budgetary modifications that exceed these limitations must be approved by the State through a Contract Amendment as set forth in Paragraph 16. c).

13. Audit.

a) Discretionary Audit. The State, through the Executive Director of the Department, the State Auditor, or any of their duly authorized representatives, including an independent Certified Public Accountant of the State's choosing, or the federal government or any of its properly delegated or authorized representatives shall have the right to inspect, examine, and audit the Contractor's (and any subcontractor's) records, books, accounts and other relevant documents. Such discretionary audit may be requested at any time and for any reason from the effective date of this Contract until five (5) years after the date final payment for this Project is received by the Contractor, provided that the audit is performed during normal business hours.

b) Mandatory Audit. Whether or not the State calls for a discretionary audit as provided above, the Contractor shall include the Project in its annual audit report as required by the Colorado Local Government Audit Law, C.R.S. 1973, 29-1-601, et seq and the Single Audit Act of 1996, Pub. L. 104-156, and Federal and State implementing rules and regulations. Such audit reports shall be simultaneously submitted to the Department and the State Auditor. Thereafter, the Contractor shall supply the Department with copies of all correspondence from the State Auditor or Federal Agency related to the relevant audit report. If the audit reveals evidence of non-compliance with applicable requirements, the Department reserves the right to institute compliance or other appropriate proceedings notwithstanding any other judicial or administrative actions filed pursuant to C.R.S. 1973, 29-1-607 or 29-1-608.

14. Contract Suspension. If the Contractor fails to comply with any contractual provision, the State may, after notice to the Contractor, suspend the Contract and withhold further payments or prohibit the Contractor from incurring additional obligations of contractual funds, pending corrective action by the Contractor or a decision to terminate in accordance with provisions herein. The State may determine to allow such necessary and proper costs which the Contractor could not reasonably avoid during the period of suspension provided such costs were necessary and reasonable for the conduct of the Project.

15. Contract Termination. This contract may be terminated as follows:

a) Termination Due to Loss of Funding. The parties hereto expressly recognize that the Contractor is to be paid, reimbursed, or otherwise compensated with federal CDBG funds provided to the State for the purpose of contracting for the services provided for herein or with program income, and therefore, the Contractor expressly understands and agrees that all its rights, demands and claims to compensation arising under this Contract are contingent upon receipt of such funds by the State. In the event that such funds or any part thereof are not received by the State, the State may immediately terminate or amend this Contract.

b) Termination for Cause. In accordance with 24 CFR Part 85.44, suspension or termination may occur if the Contractor materially fails to comply with any term of the Contract, or, in the State's discretion, the Contract may be terminated for convenience. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this Contract for cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Contractor shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the Contract by the Contractor, and the State may withhold any

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payments to the Contractor for the purpose of offset until such time as the exact amount of damages due the State from the Contractor is determined.

c) Termination for Convenience. The State may terminate this Contract at any time the State desires. The State shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. All finished or unfinished documents and other materials as described in subparagraph 16.b) above shall, at the option of the State, become its property. If the Contract is terminated by the State as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty percent (60%) of the services covered by this contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, subparagraph 16.b) hereof relative to termination shall apply.

16. Modification and Amendment.

a) Modification by Operation of Law. This Contract is subject to such modifications as may be required by changes in federal or state law or regulations. Any such required modifications shall be incorporated into and be part of this Contract as if fully set forth herein.

b) **Unilateral Amendment.** The State may unilaterally modify the following portions of this Contract when such modifications are requested by the Contractor or determined by the State to be necessary and appropriate. In such cases, the Amendment is binding upon proper execution by the Executive Director of the Department and State Controller's designee and without the signature of the Contractor.

i) Paragraph 2. of this Contract, "Responsible Administrator";

ii) Paragraph 3. of Exhibit A, Scope of Services "Time of Performance";

iii) Paragraph 4 of Exhibit A, Scope of Services "Remit Address",

iv) Paragraph 5 of Exhibit A, Scope of Services "Payment Schedule".

Contractor must submit a written request to the Department if modifications are required. Amendments to this Contract for the provisions outlined in this Paragraph 16 b. i) through iv): Responsible Administrator, Time of Performance, Remit Address, or Payment Schedule can be executed by the State (Exhibit C1).

c) **Bilateral Amendment.** In the following circumstances, modifications shall be made by an Amendment signed by the Contractor, the Executive Director of the Department and the State Controller's designee. Such Amendments must be executed by the Contractor then the State and are binding upon proper execution by the State Controller's designee.

i) unless otherwise specified in the "Budget" section of Exhibit A, when cumulative budgetary line item changes exceed Twenty Thousand Dollars ($20,000.00);

ii) unless otherwise specified in the "Budget" section of Exhibit A, when any budget transfers to or between administration budgetary categories are proposed;

iii) when any other material modifications, as determined by the State, are proposed to Exhibit A or any other Exhibits;

iv) when additional or less funding is needed and approved and modifications are required to Paragraph 5 of this Contract, Compensation and Method of Payment as well as to Exhibit A "Budget" and "Payment Schedule";

v) when there are additional federal statutory or regulatory compliance changes in accordance with Paragraph 20 of this Contract.

Such Bilateral Amendment may also incorporate any modifications allowed to be made by Unilateral Amendment as set forth in subparagraph 16.b) of this paragraph.

Upon proper execution and approval, such Amendment (Exhibit C2) shall become an amendment to the Contract, effective on the date specified in the amendment. No such amendment shall be valid until approved by the State

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Controller or such assistant as he may designate. All other modifications to this Contract must be accomplished through amendment to the contract pursuant to fiscal rules and in accordance with subparagraph 16 d).

d) **Other Modifications.** If either the State or the Contractor desired to modify the terms of this Contract other than as set forth in subparagraphs 16.b) and 16.c) above, written notice of the proposed modification shall be given to the other party. No such modification shall take effect unless agreed to in writing by both parties in an amendment to this Contract properly executed and approved in accordance with applicable law. Any amendment required per this subparagraph will require the approval of other state agencies as appropriate, e.g. Attorney General, State Controller, etc.

Such Amendment may also incorporate any modifications allowed to be made by Unilateral and Bilateral Amendment as set forth in subparagraphs 16.b) or 16.c) of this paragraph.

17. Integration. This Contract, as written, with attachments and references, is intended as the complete integration of all understanding between the parties at this time and no prior or contemporaneous addition, deletion or amendment hereto shall have any force or effect whatsoever, unless embodied in a written authorization or contract amendment incorporating such changes, executed approved pursuant to applicable law.

18. Reports.

a) Financial Reports. The Contractor shall submit to the Department quarterly financial status reports in the manner and method set forth in the Reporting Section of the State CDBG Guidebook.

b) Performance Reports. The Contractor shall submit to the Department quarterly performance reports and a project completion report in a manner and method prescribed by the Department in the Reporting Section and Close-Out Section of the State CDBG Guidebook.

19. Conflict of Interest.

a) In the Case of Procurement. In the procurement of supplies, equipment, construction and services by the Contractor and its subcontractors, no employee, officer or agent of the Contractor or its subcontractors shall participate in the selection or in the award of administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent; any member of his immediate family; his partner; or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the party or firm selected for award. Officers, employees or agents of the Contractor and its subcontractors shall neither solicit nor accept gratuities, favors or anything of monetary value from parties or potential parties to contracts. Unsolicited items provided as gifts are not prohibited if the intrinsic value of such items is nominal.

b) In All Cases Other Than Procurement. In all cases other than procurement (including the provision of housing rehabilitation assistance to individuals, the provision of assistance to businesses, and the acquisition and disposition of real property), no persons described in subparagraph i) below who exercise or have exercised any functions or responsibilities with respect to CDBG activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure for one year thereafter.

i) Persons Covered. The conflict of interest provisions of this subparagraph 19.b) apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Contractor or of any designated public agencies or subcontractors receiving CDBG funds.

ii) Threshold Requirements for Exceptions. Upon the written request of the Contractor, the State may grant an exception to the provisions of this subparagraph 19.b) when it determines that such an exception will serve to further the purposes of the CDBG program and the effective and efficient administration of the Contractor's Project. An exception may be considered only after the Contractor has provided the following:

a) A disclosure of the nature of the conflict, accompanied by an assurance that:
   i. there has been or will be a public disclosure of the conflict and a description of how the public disclosure was or will be made; and

   ii. the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific CDBG-assisted activity in question; and

b) An opinion of the Contractor's attorney that the interest for which the exception is sought would not violate State or local law; and

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c) A written statement signed by the chief elected official of the Contractor holding the State harmless from all liability in connection with any exception which may be granted by the State to the provisions of this subparagraph 19.b);

iii) Factors to be Considered for Exceptions. In determining whether to grant a requested exception after the Contractor has satisfactorily met the requirements of subparagraph 19.b) ii) above, the State shall consider the cumulative effect of the following factors, where applicable:

a) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the Project which would otherwise not be available;

b) Whether an opportunity was provided for open competitive bidding or negotiation;

c) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be beneficiaries of the CDBG-assisted activity, and the exception will permit such person to receive generally the same benefits as are being made available or provided to the group or class;

d) Whether the interest or benefit was present before the affected person was in a position as described in this subparagraph 19.b);

e) Whether undue hardship will result either to the Contractor or the person affected when weighted against the public interest served by avoiding the prohibited conflict; and

f) Any other relevant considerations.

20. Compliance with Applicable Laws. At all times during the performance of this Contract, the Contractor and any subcontractors shall strictly adhere to all applicable Federal and State laws, orders, and all applicable standards, regulations, interpretations or guidelines issued pursuant thereto. The applicable Federal laws and regulations include:

a) National Environmental Policy Act of 1969 (42 USC 4321 et seq.), as amended, and the implementing regulations of HUD (24 CFR Part 58) and of the Council on Environmental Quality (40 CFR Parts 1500-1508) providing for establishment of national policy, goals, and procedures for protecting, restoring and enhancing environmental quality.

b) National Historic Preservation Act of 1966 (16 USC 470 et seq.), as amended, requiring consideration of the effect of a project on any district, site, building, structure or object that is included in or eligible for inclusion in the National Register of Historic Places.

c) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.), requiring that federally-funded projects contribute to the preservation and enhancement of sites, structures and objects of historical, architectural or archaeological significance.

d) The Archaeological and Historical Data Preservation Act of 1974, amending the Reservoir Salvage Act of 1960 (16 USC 469 et seq.), providing for the preservation of historic and archaeological data that would be lost due to federally-funded development and construction activities.

e) Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951 et seq.) prohibits undertaking certain activities in floodplains unless it has been determined that there is no practical alternative, in which case notice of the action must be provided and the action must be designed or modified to minimize potential damage.

f) Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et seq.) requiring review of all actions proposed to be located in or appreciably affecting a wetland. Undertaking or assisting new construction located in wetlands must be avoided unless it is determined that there is no practical alternative to such construction and that the proposed action includes all practical measures to minimize potential damage.

g) Safe Drinking Water Act of 1974 (42 USC 201, 300f et seq., 7401 et seq.), as amended, prohibiting the commitment of federal financial assistance for any project which the Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal drinking water source for an area.

h) The Endangered Species Act of 1973 (16 USC 1531 et seq.), as amended, requiring that actions authorized, funded, or carried out by the federal government do not jeopardize the continued existence of endangered

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and threatened species or result in the destruction or modification of the habitat of such species which is determined by the Department of the Interior, after consultation with the State, to be critical.

i) The Wild and Scenic Rivers Act of 1968 (16 USC 1271 et seq.), as amended, prohibiting federal assistance in the construction of any water resources project that would have a direct and adverse effect on any river included in or designated for study or inclusion in the National Wild and Scenic Rivers System.

j) The Clean Air Act of 1970 (42 USC 1857 et seq.), as amended, requiring that federal assistance will not be given and that license or permit will not be issued to any activity not conforming to the State implementation plan for national primary and secondary ambient air quality standards.

k) Flood Disaster Protection Act of 1973 (42 USC 4001), placing restrictions on eligibility and acquisition and construction in areas identified as having special flood hazards.

l) HUD Environmental Criteria and Standards (24 CFR Part 51) providing national standards for noise abatement and control, acceptable separation distances from explosive or fire prone substances and suitable land uses for airport runway clear zones.

m) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 -- Title III, Real Property Acquisition (Pub. L. 91-646 and implementing regulations at 24 CRF Part 42), providing for uniform and equitable treatment of persons displaced from their homes, businesses, or farms by federal or federally-assisted programs and establishing uniform and equitable land acquisition policies for federal assisted programs. Requirements include bona fide land appraisals as a basis for land acquisition, specific procedure for selecting contract appraisers and contract negotiations, furnishing to owners of property to be acquired a written summary statement of the acquisition price offer based on the fair market price, and specified procedures connected with condemnation.

n) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 -- Title II, Uniform Relocation Assistance (Pub. L. 91-646 and implementing regulations at 24 CRF Part 42), providing for fair and equitable treatment of all persons displaced as a result of any federal or federally-assisted program. Relocation payments and assistance, last-resort housing replacement of displacing agency, and grievance procedures are covered under the Uniform Act. Payments and assistance will be made pursuant to State or local law, or the grant recipient must adopt a written policy available to the public describing the relocation payments and assistance that will be provided. Moving expenses and up to $22,500 or more for each qualified homeowner or up to $5,250 or more for each tenant are potential costs.

o) Section 104(d) of the Housing and Community Development Act of 1974, (42 USC 5301 as amended and implementing regulations at 24 CFR Part 570) providing for the replacement of all low- and moderate-income dwelling units that are demolished or converted to another use as a direct result of the use of CDBG funds, and which provides for relocation assistance for low- and moderate-income households so displaced.

p) Davis-Bacon Fair Labor Standards Act (40 USC 276A -276a-5) requiring that, on all contracts and subcontracts which exceed $2,000 for federally-assisted construction, alteration or rehabilitation, laborers and mechanics employed by contractors or subcontractors shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor. (This requirement applies to the rehabilitation of residential property only if such property is designed for use of eight or more units.) The requirements set forth in this subparagraph are inapplicable to individuals who volunteer their services under circumstances set forth in 24 CFR Part 70.

Assistance shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any subcontractor or subrecipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

q) Contract Work Hours and Safety Standards Act of 1962 (40 USC 327 et seq.) requiring that mechanics and laborers employed on federally-assisted contracts which exceed $2,000 be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work week.

r) Copeland "Anti-Kickback" Act of 1934 (40 USC 276 (c)) prohibiting and prescribing penalties for "kickbacks" of wages in federally-financed or -assisted construction activities.

s) The Lead-Based Paint Poisoning Prevention Act -- Title IV (42 USC 4831) prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance, and requiring notification

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to purchasers and tenants of such housing of the hazards of lead-based paint and of the symptoms and treatment of lead-based paint poisoning.

t) Unless otherwise provided for in EXHIBIT A, Scope of Services, this contract is subject to the following: Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701 (u)), as amended.

i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 (u) (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to very low- and low-income persons, particularly persons who are recipients of HUD assistance for housing.

ii) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

iii) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the persons) taking applications for each of the positions; and the anticipated date the work shall begin.

iv) The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135 ((Paragraph 23 t)i) - 23 t)vii) of this contract)), and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

v) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

vi) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

vii) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations, and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

u) Section 109 of the Housing and Community Development Act of 1974 (42 USC 5309), as amended, providing that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of race, color, national origin or sex under any program or activity funded in whole or in part under Title I (Community Development) of the Act.

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v) Title IV of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 USC 2000 (d)) prohibiting discrimination on the basis of race, color, and incorporates laws prohibiting age or handicap or religious affiliation, or national origin discrimination in any program or activity receiving federal financial assistance.

w) The Fair Housing Act (42 USC 3601-20), as amended, prohibiting housing discrimination on the basis of race, color, religion, sex, national origin, handicap and familial status.

x) Executive Order 11246 (1965), as amended by Executive Orders 11375 and 12086, prohibiting discrimination on the basis of race, color, religion, sex or national origin in any phase of employment during the performance of federal or federally-assisted contracts in excess of $2,000.

y) Executive Order 11063 (1962), as amended by Executive Order 12259, requiring equal opportunity in housing by prohibiting discrimination on the basis of race, color, religion, sex or national origin in the sale or rental of housing built with federal assistance.

z) Section 504 of the Rehabilitation Act of 1973 (29 USC 793), as amended, providing that no otherwise qualified individual shall, solely by reason of a handicap, be excluded for participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal funds.

aa) Age Discrimination Act of 1975 (42 USC 6101), as amended, providing that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

ab) Fire Administration Authorization Act of 1992 (P.L. 102-522), prohibiting the use of housing assistance in connection with certain assisted and insured properties, unless various protection and safety standards are met.

ac) Excessive Force. In accordance with Section 519 of Public Law 101-144, the HUD Appropriations Act, Section 906 of Cranston-Gonzalez Affordable Housing Act of 1990, the Contractor has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction.

ad) Lobbying. The Contractor assures and certified that:

i) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of a federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

ii) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an offer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this federally funded contract, grant, loan, or cooperative agreement, it shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

iii) It shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

iv) It understands that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

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21. Monitoring and Evaluation. The State will monitor and evaluate the Contractor for compliance with the terms of the contract, and the rules, regulations, requirements and guidelines which the State has promulgated or may promulgate, including the State CDBG Guidebook. The Contractor may also be subject to monitoring and evaluation by the U.S. Department of Housing and Urban Development.

22. Severability. To the extent that this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term nor as waiver of a subsequent breach of the same term.

23. Binding on Successors. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding upon the parties, or any subcontractors hereto, and their respective successors and assigns.

24. Subletting, Assignment or Transfer. Neither party nor any subcontractors hereto may sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its rights, title, interest or duties therein, without the prior written consent of the other party. No subcontract or transfer of Contract shall in any case release the Contractor of liability under this Contract.

25. Non-Discrimination. The Contractor agrees to comply with the letter and the spirit of all applicable state and federal laws and requirements with respect to discrimination and unfair employment practices.

26. Applicant Statement of Assurances and Certifications. The Contractor has previously signed an "Applicant Statement of Assurances and Certifications" which is hereby incorporated and made a part of this Contract by reference.

27. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and attachments hereto which may require continued performance or compliance beyond the termination date of the Contract shall survive such termination date and shall be enforceable to the State as provided herein in the event of such failure to perform or comply by the Contractor or its subcontractors.

28. Order of Precedence. In the event of conflicts or inconsistencies between this contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

A. Colorado Special Provisions
B. Contract
C. The Scope of Services, Exhibit A

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SPECIAL PROVISIONS

(For Use Only with Inter-Governmental Contracts)

1. CONTROLLER'S APPROVAL. CRS 24-30-202 (1)

This contract shall not be deemed valid until it has been approved by the Controller of the State of Colorado or such assistant as he may designate.

2. FUND AVAILABILITY. CRS 24-30-202 (5.5)

Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

3. INDEMNIFICATION.

To the extent authorized by law, the contractor shall indemnify, save, and hold harmless the State against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions for the parties, of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq. or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. as applicable, as now or hereafter amended.

4. INDEPENDENT CONTRACTOR. 4 CCR 801-2

THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID BY THE STATE PURSUANT TO THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKERS' COMPENSATION (AND PROVIDE PROOF OF SUCH INSURANCE WHEN REQUESTED BY THE STATE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.

5. NON-DISCRIMINATION.

The contractor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.

6. CHOICE OF LAW

The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and state laws, rules, and regulations that have been or may hereafter be established.

7. SOFTWARE PIRACY PROHIBITION Governor's Executive Order D 002 00

No State or other public funds payable under this Contract shall be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby certifies that, for the term of this Contract and any extensions, the Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this Contract, including, without limitation, immediate termination of the Contract and any remedy consistent with United States copyright laws or applicable licensing restrictions.

8. EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 & CRS 24-50-507

The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.

Effective Date: April 1, 2004

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SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

X TOWN OF ELIZABETH
Legal Name of Contracting Entity

X 84-0607461
Social Security Number or FEIN

X Wendell C Wilson
Signature of Authorized Officer

X WENDELL C WILSON, MAYOR
Print Name & Title of Authorized Officer

CORPORATIONS:
(A corporate attestation is required.)

Attest (Seal) By Sandra K Lovely CMC
(Corporate Secretary or Equivalent, or Town/City/County Clerk)

(Place corporate seal here, if available)

STATE OF COLORADO:
BILL OWENS, GOVERNOR

By
Michael L. Beasley, Executive Director

Department of Local Affairs

PRE-APPROVED FORM CONTRACT REVIEWER:

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

STATE CONTROLLER:
Leslie M. Shenefelt

By Philip Dellaman, SCO
~~Rose-Marie Autéri, Controller~~
~~Department of Local Affairs~~

Date August 5, 2004

Effective Date: April 1, 2004

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Exhibit A

SCOPE OF SERVICES

1. PROJECT DESCRIPTION, OBJECTIVES, AND REQUIREMENTS

1. General Provisions. This project consists of providing a Community Development Block Grant (CDBG) award to the Town of Elizabeth (Contractor) to assist with public infrastructure improvements in support of Abacus Moving and Storage, Inc. (Abacus or the Company). Abacus provides residential and commercial relocation services. Beverly D. Sabol (47.5%), Daniel J. Sabol (47.5%), and Shane Gibson (5%) own the Company.

Abacus intends to construct a 15,000 square foot metal office/warehouse building, a parking area, and an area for truck scales on five acres located at 2920 East Highway 86 in Elizabeth. Funding for this facility and operations will be through a combination of debt and equity.

The purpose of the CDBG project is to encourage economic diversification and job creation which addresses the CDBG program objective of benefit to low- and moderate-income persons in Elizabeth, subject to the following provisions:

b. Specific Provisions. The following specific provisions are hereby made a part of this Scope of Services.

1. The CDBG grant amount to the Town of Elizabeth shall not exceed Three Hundred Thousand and No/100 Dollars ($300,000) and is provided under this Contract to fund public infrastructure-related costs. The Contractor is, in any event, responsible for all project costs in excess of $300,000.

2. The CDBG funds will assist with the construction of the following public infrastructure improvements, as generally described in the Contractor's application submitted to the Colorado Office of Economic Development and International Trade:

i. construction and extension of a twelve inch (12") water line approximately eight hundred lineal feet (800 l.f.);
ii. construction of approximately two thousand thirty six square yards (2,036 sq. yds.) of public roadway plus curb and gutter, crosspans, and a sidewalk;
iii. construction of a detention pond and a retaining wall; and
iv. contract administration and engineering related to this contract and incurred after the effective date of this Contract.

CDBG funds shall not be utilized for any costs incurred prior to the effective date of this Contract or prior to the completion of other federal and state requirements, as applicable. Contractor certifies that the Town of Elizabeth will own and maintain all

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improvements funded by the CDBG grant.

3. Contractor shall ensure that project plans and specifications are reviewed and approved by the appropriate regulatory agencies prior to disbursal of contract funds to Contractor.

4. Contractor understands and certifies that Contractor shall be responsible for all administrative costs, except for the Ten Thousand and No/100 Dollars ($10,000) of CDBG funds provided in this contract, required for this project and as specifically required in the state's Guidebook for Direct Economic Development Projects and Revolving Loan Funds (CDBG Guidebook).

5. The Contractor shall comply with all the requirements of the Davis Bacon Fair Labor Standards in accordance with the provisions set forth in Paragraph 20 (p) within the main body of this Contract.

6. Selection of contractors and purchase of materials to accomplish the Project shall follow appropriate procurement standards as outlined in the Financial Management Section of the State's CDBG Guidebook.

7. This project is _X_, is not ____, subject to Section 3 Requirements that, to the greatest extent feasible, provides that opportunities for training and employment or the awarding of contracts that arise from this HUD-financed project, the Contractor will give preference in the hiring to very low-, low- and moderate-income persons, and the Contractor must give preference in contracting to businesses owned by these persons or that substantially employ very low-, low-, and moderate-income persons in the project area. Compliance requirements are set forth in Paragraph 20 (t) within the main body of this Contract.

8. Contractor shall make quarterly on-site visits to Abacus to assess/monitor the progress toward job creation and shall use the quarterly public facilities report to document such visits. Contractor shall provide reasonable notice to Abacus of such visits.

9. Contractor and Abacus shall execute a written agreement (Agreement) which includes, at a minimum, the following requirements and which shall be submitted to the Colorado Office of Economic Development and International Trade prior to the disbursement of any CDBG funds:

   a. Abacus shall build a new office/warehouse/parking facility in the Town of Elizabeth and Abacus shall expand its business and employment base as generally stated in Contractor's application.

   b. Abacus shall create a minimum of fifteen (15) new, full-time job

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positions within two years of the effective date of the state's contract. The Agreement shall require that at least fifty-one percent (51%) of the new, full-time job positions created by Abacus shall be held by low-to-moderate income persons. In the event more than fifteen (15) permanent full-time jobs are created, Contractor and Abacus shall ensure that at least fifty-one percent (51%) of **all** jobs created (as a result of CDBG funds) are provided to low- and moderate-income persons. As of the effective date of this contract, Abacus shall submit an employment report to Contractor that shall serve as Abacus's current employment base (before any jobs are created to meet the requirements of this contract). On a quarterly basis, Abacus shall submit income certifications, in a format prescribed in the CDBG Guidebook, for every job position hired in the Town of Elizabeth after the effective date of the state's contract.

The Agreement shall state that a full-time job position is defined as one in which the employee certifies that his or her primary income is derived from the identified job position. A full-time job position shall be one that is directly reflected on the payroll of Abacus upon its creation.

c. The Agreement shall include the following information: i) a list (including the type of positions, the number of positions, and wage scales) of the full-time equivalent permanent job positions to be created with a breakout of those positions which are expected to be filled by low- and moderate-income persons; ii) identification of those positions that can only be filled by persons with substantial training, work experience or education beyond high school and a statement from Abacus as to whether Abacus will agree to hire, and train as necessary, low- or moderate-income persons for these job positions; iii) a proposed schedule for the creation of the committed job positions; and iv) provisions requiring written records to be kept and reports to be made regarding the documentation of low- and moderate-income benefit and beneficiaries by race, ethnicity, gender, and handicap status in the same manner and to the same extent as Department requires of Contractor.

The agreement shall strongly encourage Abacus to additionally document (and retain at its offices) its low-to-moderate income hiring efforts (such as utilizing Job Training Services, maintaining copies of public advertisements which contain an offer to train low-to-moderate income persons for employment positions offered by Abacus, maintaining a log of "self-identified" low-to-moderate income persons who applied for open employment positions and the reasons for not hiring, etc.).

d. Abacus shall allow Contractor and CDBG program representatives to

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make on-site visits to verify CDBG program information if reasonable notice has been provided by Contractor.

e. The Agreement shall state that Abacus expressly acknowledges that such infrastructure improvements would not have been undertaken but for Abacus's contractual commitment to perform all of the obligations thereunder.

f. The Agreement shall require a commitment by Abacus to provide documentation to Contractor, which verifies that a private facility (as generally described in Contractor's application submitted to the state) has been constructed by Abacus for Abacus's use and that the funds budgeted for such facility have been expended prior to the expiration date of this contract. Abacus shall ensure that the total expenditures for such items is approximately One Million One Hundred Forty Three Thousand One Hundred Forty Two and No/100 Dollars ($1,143,142) and shall provide documentation of such expenditures to Contractor during the term of this contract. Such documentation shall be maintained in the Contractor's files for review by the state during its monitoring visit.

g. The Agreement shall require Abacus to submit its fiscal year end financial information (Balance Sheet and Income Statement) to Contractor for its review. Such information shall be submitted to Contractor within one hundred twenty (120) days of the Company's fiscal year end during the contract period. Such documentation shall be maintained in the Contractor's files for review by the state during its monitoring visit.

h. Abacus shall additionally comply with all federal acquisition requirements related to any acquisition of land and/or easements for this project, specifically by submitting a "voluntary acquisition letter" pertaining to the land acquired for this project in a form prescribed by the state.

i. Contractor shall consider including language in the Agreement specifying which entity shall be responsible for cost overruns and legal expenses (particularly in liquidation/default situations).

j. The Agreement shall require Abacus to repay Contractor for CDBG funds expended in the event Abacus does not fulfill its responsibilities under any condition contained in this Exhibit A, Scope of Services. In the event Abacus fails to comply with any of the terms and conditions of this

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Contract or breaches any of the representations, warranties, or covenants contained in this Contract, then such failure to comply or such breach shall be a material event of default and shall entitle the State (through the Contractor) to enforce all the rights and remedies contained in this Contract, the exercise of which rights and remedies shall be at the sole discretion of the State and may be pursued singly, successively or together against Abacus. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release of such rights or remedies or the right to exercise them at any later date.

In the event Abacus does not build its new facility and expand its operations as set forth herein **or** fails to comply with all of the terms and conditions of this Contract, Abacus agrees to repay the amount determined by the Governor's Financial Review Committee at the State unless liquidated damages have been clearly specified within this contract for the type of breach that occurred. In the event that the Governor's Financial Review Committee no longer exists, the State will designate an alternative entity to make such determinations. Interest and legal costs, incurred by the State in making its determination and in collecting the repayment of such funds, may be added to the amount of the grant to be repaid. The amount of the grant to be repaid shall be determined by the Governor's Financial Review Committee after providing Abacus with an opportunity to provide its perspective and after a thorough evaluation of the overall circumstances. The amount must necessarily be determined by the Governor's Financial Review Committee on a case by case basis; however, the Governor's Financial Review Committee shall consider the level of performance deficiency in making its determination unless at least 51% of all job positions created are not filled with low-to-moderate income persons. In the event that 51% of all job positions created by Abacus are not filled with low-to-moderate income persons, Abacus will be required to repay all grant funds as described within this contract. In no event shall the amount of the grant to be repaid exceed the amount of funds actually disbursed to Contractor from this contract plus any additional interest and legal costs described herein. The Notice of Alleged Breach shall state the date when repayments are due and any other terms regarding such repayment of funds.

Interest shall accrue at the prime interest rate stated in the Wall Street Journal on the date that the Governor's Financial Review Committee issues a Notice of Breach to the Town of Elizabeth regarding Abacus. All interest calculations shall be made on a simple interest basis. Interest shall be calculated for the period of non-compliance as determined by the Governor's Financial Review Committee. The Notice of Breach shall

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contain the period of non-compliance as determined by the Governor's Financial Review Committee.

Abacus shall ensure that any changes in its ownership structure results in Abacus continuing to assume full responsibility for the obligations described in this agreement. Otherwise, Abacus shall repay Contractor, for CDBG funds expended (plus applicable interest and legal costs as described within this contract). Such liquidation damages shall become due and owing at the time ownership is transferred. Any approved purchasee or transferee must expressly assume Abacus's obligations pursuant to the Agreement with the Contractor.

The Agreement must be executed and submitted to the Colorado Office of Economic Development and International Trade prior to the disbursement of contract funds.

10. Contractor shall ensure that it has obtained appropriately filed legal structure documentation and signature authorizations for Abacus. Such legal structure documentation and signature authorizations shall be executed and submitted to the Colorado Office of Economic Development and International Trade prior to the disbursement of contract funds.

11. Contractor shall obtain a guaranty of Abacus' performance, as required in this Contract, jointly and severally from Beverly D. Sabol and Daniel J. Sabol. In conjunction with such guaranties, Contractor shall obtain a personal financial statement from the Sabols which is dated within ninety days of this contract and which is directed to Contractor (and not to a bank/the SBA, etc.). The guarantors shall be responsible for any non-performance damages as desribed in Specific Provision 1.b.9.j. in this Exhibit. Such guaranties shall be executed and submitted to the Colorado Office of Economic Development and International Trade prior to the disbursement of contract funds.

12. Contractor shall obtain documentation from Abacus which verifies that Abacus has executed an agreement to build the facility as described within this contract for approximately One Million One Hundred Forty Three Thousand One Hundred Forty Two and No/100 Dollars ($1,143,142) and as generally described in Contractor's application.

Contractor shall also obtain written documentation from Abacus that verifies that all private investment funding commitments necessary to complete the project, as stated in Contractor's application, have been committed, including executed interim loan documentation and permanent commitments in the amount of approximately $973,600. The "as-built" appraisal also must have been satisfactorily completed and

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submitted to Contractor in addition to being satisfactory to the interim lender.

Such documentation shall be submitted on or before December 31, 2004 to the Colorado Office of Economic Development and International Trade for review by staff of the Colorado Office of Economic Development and International Trade and if necessary, the Governor's Financial Review Committee (FRC). **Contractor recognizes that such commitments are typically required prior to the issuance of a state contract; however, the FRC authorized the issuance of this contract based on the broad powers provided to the FRC in this specific provision. Should the Governor's Financial Review Committee determine that the documentation is not satisfactory for any reason, this conditional commitment and contract shall become null and void following the expiration of a ninety (90) day right to cure period.** Written notification of approval or non-approval of the documentation shall be provided to Contractor within thirty (30) days of its review by staff of the Colorado Office of Economic Development and International Trade and if necessary, the Governor's Financial Review Committee. No funds shall be disbursed for any CDBG-funded activity until this review has been completed.

13. Contractor shall make quarterly on-site visits to Abacus to assess/monitor the progress toward job creation and shall use the quarterly public facilities report to document such visits. Contractor shall provide reasonable notice to Abacus of such visits.

14. Contractor shall additionally comply with all federal acquisition requirements related to any acquisition of land and/or easements for this project, if needed. Such requirements are described in the State's CDBG Guidebook.

15. Contractor shall provide the Colorado Office of Economic Development and International Trade with a copy of any administration contracts it executes with external service providers, if applicable, prior to the disbursement of any contract funds designated for administrative purposes.

16. Contractor shall monitor additional businesses (in addition to Abacus) which utilize the CDBG-funded improvements and which create/ retain jobs as a result of the CDBG-funded improvements. For Contractor to monitor retained jobs, such jobs must meet the United States Department of Housing and Urban Development's stringent guidelines for retained positions. For identified businesses requiring monitoring, Contractor shall ensure that it has an executed agreement with such businesses which specifies the number of full-time equivalent positions that such businesses are committing to create/retain and which specifies that 51% of **all** full-time equivalent positions created/retained by such businesses will be filled by low-to-moderate income persons. A full-time job is defined as one in which the employee certifies that his or her primary income is derived from the identified job position.

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The monitoring period shall begin with the effective date of the state's contract and shall continue for a one year period after the physical completion of the CDBG-funded improvements; however, any identified businesses must continue to be monitored until the committed number of jobs has been achieved by such businesses.

Contractor shall ensure that its agreement with such businesses shall contain the following: i) a list (including the type of positions, the number of positions, and wage scales) of the full-time equivalent permanent positions to be created with a breakout of those positions which are expected to be filled by low-to-moderate income persons; ii) identification of those positions that can only be filled by persons with substantial training, work experience or education beyond high school and a statement from such businesses that each respective business will agree to hire, and train as necessary, low-to-moderate income persons for these positions; iii) a proposed schedule for the creation of the committed positions; and iv) provisions requiring written records to be kept and reports to be made regarding the documentation of low-to-moderate income benefit and beneficiaries by race, ethnicity, gender, and handicap status in the same manner and to the same extent as Department requires of Contractor [which shall include the quarterly submittal of such businesses' payroll list and employee income certification forms for every employee on the payroll list to Contractor]. Such agreements shall strongly encourage such businesses to additionally document (and retain at its offices) its low-to-moderate income hiring efforts (such as utilizing Job Training Services, maintaining copies of public advertisements which contain an offer to train low-to-moderate income persons for employment positions offered by such businesses, maintaining a log of "self-identified" low-to-moderate income persons who applied for open employment positions and the reasons for not hiring, etc.).

17. Contractor shall submit a Quarterly Employment Report in a manner and method prescribed by the Colorado Office of Economic Development and International Trade to the Colorado Office of Economic Development and International Trade on a quarterly basis, no later than the thirtieth (30th) day of the month after the end of each calendar quarter of the contract period and continuing after the contract period for the time frame delineated above. This report shall be supported by underlying income certifications, as required in Section VIII (Economic Development Section) of the State's Guidebook for Economic Development and Revolving Loan Fund Projects. Such income certifications shall be maintained in Contractor's files for review.

18. Contractor shall submit all documentation required by this Contract, as applicable, to the Colorado Office of Economic Development and International Trade except for the Audits required in Paragraph 13 within the main body of this Contract.

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19. Contractor shall return any funds, received from Abacus for liquidated damages, to the Colorado Office of Economic Development and International Trade within ten (10) calendar days of receipt.

20. Contractor certifies that the project and terms under which assistance is to be provided are appropriate and necessary due to insufficient funds in Contractor's operating budget.

21. Contractor shall notify the Colorado Office of Economic Development and International Trade in writing of an event of Abacus's non-performance as described in this Contract herein within ten (10) calendar days of such event.

Contractor shall notify the Colorado Office of Economic Development and International Trade in writing of changes in this project's funding commitments negotiated by and between the Contractor and other funding sources. The amount, terms and conditions of this grant are based, in part, on the participation of public and private financing. Any change in participation may materially affect the state's ability to participate as stated herein and shall require state approval.

22. By executing this contract, Contractor is certifying that Abacus's project site is within the Town of Elizabeth's jurisdictional boundaries.

23. Contractor shall submit an executed agreement in the amount of approximately Eighty Thousand and No/100 Dollars ($80,000) between Contractor and an interim lender which describes the funding that will be provided by the interim lender to complete the CDBG designated improvements in the event that such CDBG funds may not be made available until certain conditions of this contract have been met. In no event shall the interim lender be paid more than the principal amount of the interim loan balance that was used to complete the CDBG-funded improvements.

Such documentation shall be submitted on or before December 31, 2004 to the Colorado Office of Economic Development and International Trade for review by staff of the Colorado Office of Economic Development and International Trade and if necessary, the Governor's Financial Review Committee (FRC). **Contractor recognizes that such agreements are typically required prior to the issuance of a state contract; however, the FRC authorized the issuance of this contract based on the broad powers provided to the FRC in this specific provision. Should the Governor's Financial Review Committee determine that the documentation is not satisfactory for any reason, this conditional commitment and contract shall become null and void following the expiration of a ninety (90) day right to cure period.** Written notification of approval or non-approval of the documentation shall be provided to Contractor within thirty (30) days of its review by staff of the Colorado Office of Economic Development and International Trade and if necessary,

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the Governor's Financial Review Committee. No funds shall be disbursed for any CDBG-funded activity until this review has been completed.

24. Contractor shall be authorized to terminate this Contract prior to the contract expiration date, notwithstanding Paragraph 3, Page 1 of 14 Pages within the main body of this Contract, and Paragraph 15, Page 4 of 13 Pages within the main body of this Contract, in the event that the terms and conditions of this Contract have been satisfactorily completed prior to the expiration date. If the project has been satisfactorily completed prior to the contract's expiration date, Contractor shall initiate the close-out process in accordance with Section IX of the State's CDBG Guidebook.

2. **NATIONAL OBJECTIVE**

Abacus shall create a minimum of fifteen (15) new, full-time jobs in the Town of Elizabeth on or after the effective date of the state's contract and within two years of the effective date of the state's contract. At least fifty-one percent (51%) of the new, full-time jobs created by Abacus shall be held by low-to-moderate income persons. In the event more than fifteen (15) permanent jobs are created, Contractor and Abacus shall ensure that at least fifty-one percent (51%) of **all** jobs created (as a result of CDBG funds) are provided to low- and moderate-income persons.

3. **TIME OF PERFORMANCE**

The Project shall commence upon the full and proper execution of this Contract and the completion of the appropriate environmental review, and shall be completed on or before two (2) years from the effective date of this Contract. However, the Project time of performance may be extended by an Unilateral Amendment. To initiate this process, a written request shall be submitted to the State by the Contractor at least sixty (60) days prior to the contract's expiration date, and shall include a full justification for the extension request **and an extension of the personal guaranties required in Special Provision 1.b.11., Exhibit A, Scope of Services of this Contract.** In order to complete the Contract in the above time period, one hundred percent (100%) of funds provided through this Contract shall have been expended, unless the Colorado Office of Economic Development and International Trade and Contractor mutually agree to de-obligate a portion of such funds.

4. **BUDGET**

Project Activities:	Sources:	Project Costs:
Project Engineering (17B)	CDBG*	$ 10,000
Public Infrastructure (17B)	CDBG*	$ 280,000
Project Administration (21A)	CDBG*	$ 10,000
Private Investment	Abacus**	$1,143,142

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TOTAL $1,443,142

* Refer to Specific Provision 1.b.2. in this Exhibit for CDBG-funded activities.
** Refer to Specific Provisions 1.b.12. in this Exhibit for private investment sources.

Funds from sources other than CDBG shall not be considered matching funds subject to federal audit requirements.

5. **REMIT ADDRESS: (Address to where payments are to be sent)**

321 South Banner Street P.O. Box 159

Elizabeth, CO 80107

6. **PAYMENT SCHEDULE**

Payments shall be made in accordance with the provisions set forth in Paragraph 11 within the main body of this Contract; **however, only Two Hundred Twenty Thousand and No/100 Dollars ($220,000) shall be authorized for initial disbursement for use in accordance with the terms of this contract. Upon Contractor submitting documentation that Abacus has created a minimum of eleven new full-time equivalent jobs in accordance with the terms of this contract, the remaining Eighty Thousand and No/100 Dollars ($80,000) shall be disbursed at the rate of Twenty Thousand and No/100 Dollars ($20,000) for each additional full-time equivalent job created and documented by Abacus. Contractor shall ensure that Abacus meets the full-time equivalent job requirements contained in this contract, including ensuring that at least fifty-one percent (51%) of all new, full-time jobs created by the Company are provided to low- and moderate-income persons with appropriate supporting documentation.** Interim Payments shall be made upon written, approved requests submitted by the Contractor.

7. **CONTRACT MONITORING**

The Colorado Office of Economic Development and International Trade, on behalf of the Colorado Department of Local Affairs, shall monitor this Contract in accordance with the provisions set forth in Paragraph 21 within the main body of this Contract at least once during the contract period.

8. **REPORTING SCHEDULE**

Contractor shall provide quarterly financial and program reports to the Colorado Office of Economic Development and International Trade in accordance with the provisions set forth in Paragraph 18 within the main body of this Contract. Within ninety (90) days after

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completion of the Project, the Contractor shall submit to the Colorado Office of Economic Development and International Trade the Project Completion Report and Final Financial Status Report as required in the Close-Out Section of the State CDBG Guidebook.

EXHIBIT B
Effective March 2004

MAXIMUM INCOMES FOR "LOW-INCOME" AND "MODERATE-INCOME" HOUSEHOLDS -- in current (2003) dollars
(to be used only for CDBG projects funded under the 1988 and subsequent CDBG Program Guidelines)

"Low Income" is defined as being 50% of area median income. **"Moderate Income"** is defined as being 80% of area median income. Persons whose current household incomes do not exceed these maximum income limits are considered to be low and moderate income (LMI) persons in the CDBG program. CDBG grantees and applicants whose projects involve the individual selection and qualification of beneficiaries based on their current incomes (as is the case in housing rehabilitation, job creation and other "direct benefit" projects) must use these income limits in determining whether beneficiaries are LMI persons. CDBG grantees and applicants using Department-approved surveys to obtain information on the current incomes of project beneficiaries must use these income limits to estimate the LMI benefit of project activities.

		Household Size							
COUNTY	Type of Household	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
ADAMS COUNTY	Moderate Income	39150	44750	50350	55900	60400	64850	69350	73800
	Low Income	24450	27950	31450	34950	37750	40550	43350	46150
ALAMOSA COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
ARAPAHOE COUNTY	Moderate Income	39150	44750	50350	55900	60400	64850	69350	73800
	Low Income	24450	27950	31450	34950	37750	40550	43350	46150
ARCHULETA COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
BACA COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
BENT COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
BOULDER COUNTY	Moderate Income	40250	46000	51750	57500	62100	66700	71300	75900
	Low Income	30450	34800	39150	43500	47000	50450	53950	57400
BROOMFIELD COUNTY	Moderate Income	39150	44750	50350	55900	60400	64850	69350	73800
	Low Income	24450	27950	31450	34950	37750	40550	43350	46150
CHAFFEE COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
CHEYENNE COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
CLEAR CREEK COUNTY	Moderate Income	36300	41450	46650	51850	56000	60150	64300	68450
	Low Income	22700	25900	29150	32400	35000	37600	40200	42750
CONEJOS COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100

NOTE: Economic Development Projects, administered by the Office of Economic Development and International Trade, shall screen employees on the basis of family income according to these limits (instead of household income).

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COUNTY	Type of Household	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
COSTILLA COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
CROWLEY COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
CUSTER COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
DELTA COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
DENVER COUNTY	Moderate Income	39150	44750	50350	55900	60400	64850	69350	73800
	Low Income	24450	27950	31450	34950	37750	40550	43350	46150
DOLORES COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
DOUGLAS COUNTY	Moderate Income	39150	44750	50350	55900	60400	64850	69350	73800
	Low Income	24450	27950	31450	34950	37750	40550	43350	46150
EAGLE COUNTY	Moderate Income	40250	46000	51750	57500	62100	66700	71300	75900
	Low Income	26850	30700	34500	38350	41400	44500	47550	50600
ELBERT COUNTY	Moderate Income	40250	46000	51750	57500	62100	66700	71300	75900
	Low Income	29100	33250	37400	41550	44850	48200	51500	54850
EL PASO COUNTY	Moderate Income	34800	39750	44700	49700	53650	57650	61600	65600
	Low Income	21750	24850	27950	31050	33550	36000	38500	41000
FREMONT COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
GARFIELD COUNTY	Moderate Income	33950	38800	43650	48500	52350	56250	60100	64000
	Low Income	21200	24250	27250	30300	32700	35150	37550	40000
GILPIN COUNTY	Moderate Income	40250	46000	51750	57500	62100	66700	71300	75900
	Low Income	28600	32700	36750	40850	44100	47400	50650	53900
GRAND COUNTY	Moderate Income	35050	40050	45050	50100	54100	58100	62100	66100
	Low Income	21900	25050	28150	31300	33800	36300	38800	41300
GUNNISON COUNTY	Moderate Income	32800	37500	42200	46900	50650	54400	58150	61900
	Low Income	20500	23450	26350	29300	31650	34000	36350	38700
HINSDALE COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100

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COUNTY	Type of Household	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
HUERFANO COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
JACKSON COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
JEFFERSON COUNTY	Moderate Income	39150	44750	50350	55900	60400	64850	69350	73800
	Low Income	24450	27950	31450	34950	37750	40550	43350	46150
KIOWA COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
KIT CARSON COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
LAKE COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
LA PLATA COUNTY	Moderate Income	31750	36300	40800	45350	49000	52600	56250	59900
	Low Income	19850	22700	25500	28350	30600	32900	35150	37400
LARIMER COUNTY	Moderate Income	37250	42550	47900	53200	57450	61700	65950	70200
	Low Income	23300	26600	29950	33250	35900	38550	41250	43900
LAS ANIMAS COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
LINCOLN COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
LOGAN COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
MESA COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
MINERAL COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
MOFFAT COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
MONTEZUMA COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
MONTROSE COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100

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COUNTY	Type of Household	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
MORGAN COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
OTERO COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
OURAY COUNTY	Moderate Income	32600	37250	41900	46550	50300	54000	57750	61450
	Low Income	20350	23300	26200	29100	31450	33750	36100	38400
PARK COUNTY	Moderate Income	36050	41200	46350	51500	55650	59750	63900	68000
	Low Income	22550	25750	29000	32200	34800	37350	39950	42500
PHILLIPS COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
PITKIN COUNTY	Moderate Income	40250	46000	51750	57500	62100	66700	71300	75900
	Low Income	32200	36800	41400	46000	49700	53350	57050	60700
PROWERS COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
PUEBLO COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
RIO BLANCO COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
RIO GRANDE COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
ROUTT COUNTY	Moderate Income	37750	43150	48550	53900	58250	62550	66850	71150
	Low Income	23600	26950	30350	33700	36400	39100	41800	44500
SAGUACHE COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
SAN JUAN COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
SAN MIGUEL COUNTY	Moderate Income	39950	45650	51350	57050	61600	66150	70750	75300
	Low Income	24950	28500	32100	35650	38500	41350	44200	47050
SEDGWICK COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
SUMMIT COUNTY	Moderate Income	40250	46000	51750	57500	62100	66700	71300	75900
	Low Income	26650	30450	34250	38050	41100	44150	47200	50250
TELLER COUNTY	Moderate Income	37450	42800	48150	53500	57800	62100	66350	70650
	Low Income	23400	26750	30100	33450	36150	38800	41500	44150
WASHINGTON COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
WELD COUNTY	Moderate Income	31000	35450	39900	44300	47850	51400	54950	58500
	Low Income	19400	22150	24950	27700	29900	32150	34350	36550
YUMA COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100

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Exhibit 2-4

Employment Plan

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EMPLOYMENT PLAN

1. Current Annual Payroll — Contract Labor: $196,601.49; FTE Payroll: $65,568.24

2. Number of Current Employees: 2 And Number of Current Full-Time Jobs Equivalents: 11

3. Percent of Current Employees in the Following Job Categories:

Office: 16% Sales: 8% Technical: Production: 68% Professional: Managerial: 8% Other:

4. Please describe the CREATED or RETAINED positions anticipated as a result of the CDBG assistance. If positions are to be CREATED, the jobs must be CREATED after the effective date of the state=s contract. Please asterisk all positions which the business will make available to low- and moderate-income persons.

JOB TITLE	SKILL LEVEL	# FULL-TIME JOBS EQUIVA-LENTS	RATE OF PAY	PROJECTED DATE OF HIRE*
A. Data Entry*	Medium Technical	1	$10.00	11/01/2003
B. Courier*	General Labor	1	$9.00	11/01/2003
C. CDL Driver (National)*	Qualified Driver	1	% of Linehaul	04/01/2004
D. Commercial Sales*	Sales Experience	1	$13.00 + Comm.	05/01/2004
E. Mover*	General Labor	1	$11.00	05/01/2004
F. Residential Sales*	Sales Experience	1	$13.00	08/01/2004
G. Scale/RV Billing Clerk*	Office Work	1	$10.00	08/01/2004
H. CDL Driver*	Qualified Driver	1	$15.00	11/01/2004
I. Lead Movers*	Moving Experience	3	$15.00	11/01/2004
J. Receptionist*	Office Work	1	$11.00	11/01/2004
K. Mover*	General Labor	7	$11.00	05/01/2005
L. CDL Driver*	Qualified Driver	2	$15.00	05/01/2005

5. If jobs will be CREATED, describe the company=s proposed method of recruiting and hiring low-to-moderate income persons (such as advertisements, utilizing low-to-moderate income job/employment screening services, etc). Additionally, indicate who will be responsible for obtaining and reviewing the low-to-moderate income certifications. **Note: The business should maintain a file which consists of all documentation pertaining to the business= efforts to comply with the low-to-moderate income hiring requirements.**

The methods of recruitment will be primarily advertising in local news publications as well as referrals from current employees/FTE's. The person who will be responsible for maintaining all the documentation on the status of new hires will be the office manager.

6. As an attachment to the Employment Plan, the business will need to describe all benefits provided to employees. Types of potential benefits would include description of health insurance plans, dental insurance plans, life insurance options, short-term/long-term disability plans, day care provisions/subsidies, transportation provisions/subsidies, flex-time policies, flex-place policies, internal promotional policies, internal and external educational opportunities, retirement plans and community service involvement.

Full-time employees will be offered health coverage following a period of sixty (60) days of continuous employment. This will include a basic dental plan. The Company will pay for 50% of the costs associated with the rate for a single individual. Family coverage will be at the cost of the employee. Future plans include disability coverage for senior employees as well as retirement and profit-sharing. Flex-time is currently available where appropriate.

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COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT

THIS COMMUNITY DEVELOPMENT BLOCK *GRANT AGREEMENT* (the "Agreement") is made as of the 12th day of October, 2004, (the "**Effective Date**") by and between the Town of Elizabeth, a municipal corporation organized and existing under the laws of the State of Colorado (the "Town") and Abacus Moving and Storage, Inc., Beverly D. Sabol, Daniel J. Sabol, and Shane Gibson (collectively, "Abacus") whose principal address is 651 West Beverly Street, Elizabeth, Colorado 80107.

RECITALS

A. The Town has entered into a contract with the Department of Local Affairs, for the receipt of Community Development Block Grant ("CDBG") Funds, which Contract is attached hereto as **Exhibit 1** and incorporated herein by this reference (the "Grant Agreement");

B. The Grant Agreement requires that the Town and Abacus execute a written agreement which contains certain requirements, which agreement shall be submitted to the Colorado Office of Economic Development and International Trade prior to the disbursement of any funds pursuant to the Grant Agreement;

C. The Town and Abacus desire to enter into the separate written agreement required by the Grant Agreement; and

D. The Agreement shall state that Abacus expressly acknowledges that such infrastructure improvements would not have been undertaken but for Abacus's contractual commitment to perform all of the obligations thereunder.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants contained herein, the Town and the Abacus hereby agree as follows:

1. ***Abacus Performance Obligations.*** Abacus shall be obligated to perform the following in accordance with this Agreement and consistent with the Town's obligations pursuant to the Grant Agreement:

A. Construction of New Facility. Upon completion of or concurrent with the construction of the infrastructure being constructed by the Town for the substantial benefit of Abacus in accordance with the Grant Agreement, Abacus shall construct a new office/warehouse/parking facility within the corporate limits of the Town of Elizabeth, as more particularly described in the Grant Agreement.

B. Creation of New Jobs. Abacus shall create a minimum of fifteen (15) new, full-time jobs within two (2) years of the date of the execution of the Grant Agreement, such jobs to have been created to the satisfaction of Colorado Office of Economic

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Development and International Trade, at its sole discretion, which discretion must be exercised in a reasonable manner, and which jobs must meet the following requirements:

i. Fifty-one percent (51%) of the new, full-time jobs created by Abacus shall be held by low-to-moderate income persons;

ii. In the event that more than (15) permanent full-time jobs are created, Abacus shall ensure that at least fifty-one percent (51%) of all jobs created as a result of the funds provided by the Grant Agreement are provided to low- and moderate-income persons;

iii. Upon execution of this Agreement, Abacus shall submit an employment report to the Town as of August 5, 2004, that shall serve as Abacus' current employment base (before any jobs are created to meet the requirements of the Grant Agreement);

iv. On a quarterly basis, Abacus shall submit income certifications to the Town and to the Colorado Office of Economic Development and International Trade in the format prescribed in the CDBG Guidebook, for every position hired in the Town after the effective date of the Grant Agreement; and

v. For purposes of this Agreement and compliance with the terms of the Grant Agreement, Abacus agrees that a full-time position shall be defined as one in which the employee certifies that his or her primary income is derived from the identified job position and is one that is directly reflected on the payroll of Abacus upon its creation.

C. Types of Jobs Created. Abacus further agrees that as to the newly created positions, they are to be created as follows:

i. A list of the type of positions, number of positions, and wage scales of the full-time equivalent permanent positions to be created, including a breakout of those positions which are expected to be filled by low- and moderate-income persons, is attached hereto as **Exhibit 2** and incorporated herein by this reference;

ii. A list of the positions that can only be filled by persons with substantial training, work experience or education beyond high school, and of those positions which Abacus will agree to hire and train as necessary low- and moderate-income persons is attached hereto as **Exhibit 3** and incorporated herein by this reference;

iii. A proposed schedule of implementation for the creation of the committed job positions is attached hereto as **Exhibit 4** and incorporated herein by this reference;

iv. The positions shall be memorialized by Abacus in a written report that documents the benefited low- and moderate-income persons by race, ethnicity,

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gender and handicap status in a manner that is acceptable to the Town and the Colorado Office of Economic Development and International Trade; and

v. Abacus shall document and retain at its offices additional documentation necessary to demonstrate its low-to-moderate income hiring efforts such as Job Training Services, the maintaining of copies of public advertisements which contain an offer to train low-to-moderate income persons for employment positions offered by Abacus, and maintaining a log of "self-identified" low-to-moderate income persons who applied for open employment positions, and any reasons said persons were not hired, if applicable.

D. On-Site Visits/Verification. Abacus shall allow representatives of the Town and of the Colorado Office of Economic Development and International Trade to make on-site visits to verify any CDBG program information upon reasonable notice to the Contractor.

E. Representations as to Expenditures on New Facility. Abacus shall provide to the Town the following documentation as it relates to the construction and expenditures for its new facility:

i. Prior to the disbursement of funds, Abacus shall provide to the Town documentation demonstrating that Abacus has executed an agreement to build the facility described herein and in the Grant Agreement, said facility to be constructed in the approximate amount of One Million One Hundred Forty-Three Thousand One Hundred Forty-Two Dollars ($1,143,142.00).

ii. Prior to December 21, 2004, and prior to the disbursement of funds Abacus shall further provide documentation to the Town verifying that all private investment funding commitments necessary to complete the construction of the new facility have been committed, including executed interim loan documentation and permanent commitments in the amount of Nine Hundred Seventy-Three Thousand Six Hundred Dollars ($973,600.00). Prior to the disbursement of funds, the "as-built" appraisal shall be also be submitted to the Town in addition to being submitted to the interim lender. The Town shall then be required to submit this information to the Colorado Office of Economic Development and International Trade prior to December 31, 2004.

iii. During construction of the facility and as an ongoing obligation pursuant to this Agreement, Abacus shall provide documentation to the Town verifying that the facility as generally described and identified in the Town's application to the State and in the Grant Agreement has been constructed by Abacus for its own use and that such funds budgeted for the construction of the facility have been expended prior to the expiration of the time frames contained in the Grant Agreement. Abacus covenants and agrees that the total expenditures for such items is approximately One Million One Hundred Forty-Three Thousand One Hundred Forty-Two Dollars ($1,143,142.00), and Abacus agrees to provide

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documentation of such expenditures to the Town during the term of the Grant Agreement, which files shall also be maintained by the Town for review by the Colorado Office of Economic Development and International Trade during its monitoring visit.

F. Submission of Financial Statements. No later than one hundred twenty days following the end of Abacus' fiscal year, Abacus shall submit its fiscal year end financial information (Balance Sheet and Income Statement) to the Town for its review, which files shall also be maintained by the Town for review by the Colorado Office of Economic Development and International Trade during its monitoring visit.

G. Federal Acquisition Requirements. To the extent applicable, Abacus shall comply with all federal acquisition requirements related to the acquisition of land and/or easements for the project obtaining funds from the Grant Agreement and shall to the extent applicable submit a "voluntary acquisition letter" pertaining to any land so acquired in a form prescribed by the Colorado Office of Economic Development and International Trade.

2. ***Abacus Financial Obligations.*** In addition to the performance obligations of Abacus as provided in Section 1 of this Agreement, Abacus shall be obligated to perform the following financial obligations in accordance with this Agreement, and consistent with the Town's obligations pursuant to the Grant Agreement:

A. Cost Overruns and Legal Expenses. Abacus shall be responsible for any cost overruns in excess of the Three Hundred Thousand Dollars ($300,000.00) provided to the Town pursuant to the Grant Agreement for the construction and associated costs of the public infrastructure being constructed by funds pursuant to the Grant Agreement.

B. Repayment of the Town by Abacus. In the event that Abacus does not comply with the terms of this Agreement, or the Colorado Office of Economic Development and International Trade determines that funds to be disbursed pursuant to the Grant Agreement cannot be distributed for any reason, including but not limited to the failure of Abacus to fulfill its responsibilities pursuant to **Exhibit A** of the Grant Agreement, or if the Colorado Office of Economic Development and International Trade determines to require repayment of funds previously distributed based on a breach of any of the representations, warranties, or covenants contained in the Grant Agreement, Abacus shall be required to repay the Town for any CDBG funds expended by the Town. Any remedies of the Town pursuant to this Agreement with Abacus shall be coextensive with those remedies of the Colorado Office of Economic Development and International Trade against the Town, it being the intent of this subsection that Abacus be legally responsible for any costs incurred by the Town that are not repaid by funds of the Grant Agreement, or which are sought to be refunded to the Colorado Office of Economic Development and International Trade based on a material event of default

C. Amount Subject to Repayment by Abacus. In the event that Abacus does not build its new facility or fails to comply with the terms and conditions of the Grant

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Agreement, Abacus agrees to repay the amount determined by the Governor's Financial Review Committee or an alternate entity designated by the State of Colorado to make such a determination. Interest and legal costs of both the State of Colorado and the Town of Elizabeth may be included to the amount of the grant funds to be repaid by Abacus. Abacus understands and acknowledges that the Governor's Financial Review Committee or an alternate entity designated by the State of Colorado shall consider the level of performance deficiency in making its determination unless at least fifty-one percent (51%) of all job positions created are not filled with low-to-moderate income persons. Abacus further understands and acknowledges that in the event fifty-one percent (51%) of all job positions created are not filled with low-to-moderate income persons, Abacus will be required to repay all grant funds received by the Town pursuant to the Grant Agreement. In no event shall the amount of funds repaid by Abacus in the event of a breach as described herein exceed the amount of funds actually disbursed by the Colorado Office of Economic Development and International Trade to the Town plus any additional interest and legal costs incurred.

3. ***Town of Elizabeth Obligations***.

A. Site Visits. The Town shall, upon reasonable notice to Abacus at least on a quarterly basis conduct site visits to assess/monitor the progress by Abacus toward job creation.

B. Federal Acquisition Requirements. To the extent applicable, the Town shall comply with all federal acquisition requirements related to the acquisition of land and/or easements for the project.

C. Return of Funds. The Town shall return any funds received from Abacus as liquidated damages pursuant to the Grant Agreement to the Colorado Office of Economic Development and International Trade within ten (10) calendar days of receipt.

D. Notice to the Colorado Office of Economic Development and International Trade. In addition to the other notice provisions contained in this Agreement and the Grant Agreement, the Town shall notify the Colorado Office of Economic Development and International Trade in writing of any event of non-performance by Abacus within ten (10) calendar days of the occurrence of such event.

4. ***Termination of Obligations***. In the event that Abacus meets all job requirements and that all required supporting documentation is delivered to and approved by the Colorado Office of Economic Development and International Trade prior to the stated two (2) year timeframe, the Town will submit a request to the Colorado Office of Economic Development and International Trade requesting that Abacus' responsibilities pertaining to the contract be terminated and asking for written documentation stating that all Abacus' requirements have been met. As a further condition of this request, all liability associated with the CDBG grant and the Town infrastructure assigned to Destiny Construction, LLC as well as Roger and Leanne Goodhue personally will be released. This release will include, but not be limited to, the Letter of Credit through Community

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First Bank, provided all other obligations secured by the Letter of Credit have been satisfied.

5. ***Interest.*** Whenever interest is contemplated by this Agreement, such interest shall be calculated and shall accrue at the prime interest rate stated in the Wall Street Journal on the date that the Governor's Financial Review Committee issues a Notice of Breach pursuant to Section 5 of this Agreement and Section 15 of the Grant Agreement. All interest calculations shall be made on a simple interest basis, and shall be calculated for a period of non-compliance as determined by the Governor's Financial Review Committee. Said Notice of Breach shall expressly contain the period of non-compliance as determined by the Governor's Financial Review Committee.

6. ***Notice of Default/Termination.*** The Town shall forward to Abacus within ten (10) calendar days any Notice of Alleged Breach or Notice of Breach received by the Town pursuant to the Grant Agreement, and any such Notice of Alleged Breach or Notice of Breach received by the Town pursuant to the Grant Agreement and forwarded to Abacus by the Town is and shall be considered a Notice of Breach pursuant to this Agreement.

7. ***Abacus Ownership Structure.***

A. Current Ownership Structure. Abacus Moving and Storage, Inc. (the "Corporation") warrants and represents that it is a Colorado corporation in good standing, and that the Corporation is authorized to enter into this Agreement and assume the obligations contained herein and the obligations identified in the Grant Agreement. Abacus agrees to submit the Corporation's Articles of Incorporation, Bylaws, signature authorizations, and any other documentation determined by the Colorado Office of Economic Development and International Trade or the Town to be necessary for disbursement of funds pursuant to the Grant Agreement.

B. Changes in Ownership Structure. Consistent with the obligations set forth in Section 7 of this Agreement, in the event of any change in corporate or ownership structure, the Corporation agrees that it shall continue to assume full, joint and several responsibility for the obligations described in this Agreement and the Grant Agreement.

8. ***Guarantee of Performance.*** Beverly D. Sabol and Daniel J. Sabol (the "Sabols") in their individual capacities do hereby jointly and severally guarantee performance of the obligations of the Town pursuant to the Grant Agreement and Abacus pursuant to this Agreement. Prior to the disbursement of funds, the Sabols further agree to provide within ninety days of execution of the Grant Agreement a personal financial statement which is directed to the Town. The Sabols shall be personally responsible for any non-performance damages described in Section 2 of this Agreement.

9. ***Non-Transferable.*** The rights granted to Abacus herein are non-transferable and may not be transferred or assigned. Any attempted transfer or assignment shall automatically be deemed to be null and void and shall be grounds for termination of this Agreement.

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10. ***Notices.*** All notices required or permitted under this Agreement shall be deemed given upon personal delivery by hand to the authorized representatives of either the Abacus or the Town or three (3) days after being sent by certified mail, return receipt requested, postage prepaid, addressed to the respective party at its mailing address below:

If to the Town:

Town of Elizabeth
c/o Tom Parko, DCD
P.O. Box 159
321 South Banner Street
Elizabeth, Colorado 80107

Copy to:

Corey Y. Hoffmann, Esq.
Hayes, Phillips, Hoffmann and Carberry P.C.
1350 17th Street, Suite 450
Denver, Colorado 80202

If to the Abacus:

_____
_____
_____
_____

Each Party may change its or his/her address as set forth herein by written notice to such effect directed to the other party.

10. ***Miscellaneous:***

A. Amendments and Supplements: This Agreement may not be amended, modified or supplemented in any manner except by a written agreement executed by both the Town and the Abacus.

B. Severability. In the event any provision of this Agreement is deemed to be illegal, invalid or unenforceable by a court of competent jurisdiction, such provisions shall not affect the remainder thereof.

C. Waiver. The waiver by the Town, or its designee, of any failure by the Abacus to comply with any of the terms and conditions of this Agreement must be in writing and in any event shall not be deemed to be a waiver of any subsequent failure of the Abacus to comply with the terms or conditions of this Agreement.

D. Time of the Essence. Time is of the essence in the performance of each and every term and condition of this Agreement by the parties hereto.

E. Governing Law. This Agreement, its construction, validity and effect, shall be governed and construed by and in accordance with the laws of the State of Colorado.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

BEVERLY D. SABOL, individually

DANIEL J. SABOL, individually

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 22nd day of October, 2004, by Beverly D. Sabol and Daniel J. Sabol.

My commission expires: My Commission Expires 05/22/2006

(S E A L)

Notary Public

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ABACUS MOVING AND STORAGE, INC.

By: BEVERLY SABOL
Its: PRESIDENT

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 22nd day of October, 2004, by Beverly Sabol as the President of Abacus Moving and Storage, Inc.

My commission expires: My Commission Expires 05/22/2006

(S E A L)

Notary Public

TOWN OF ELIZABETH, COLORADO

By: Wendell C Wilson
Wendell C. Wilson, Mayor

ATTEST:

Serena L. Brooks, Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Town Attorney

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Exhibit 1

Grant Agreement

CDBG #04-080
Rev. 6/28/02

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Contract Routing # 0015
Vendor # 840607461
CFDA # 14.228

CONTRACT

THIS CONTRACT, made by and between the State of Colorado for the use and benefit of the Department of Local Affairs, 1313 Sherman Street, Denver, CO 80203 hereinafter referred to as the State, and the Town of Elizabeth, 321 South Banner Street or P.O. Box 159, Elizabeth, CO 80107 hereinafter referred to as the Contractor,

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number 100 _____ Appropriation Code Number 124, 125, Org. Unit EDC0 GBL 3D79, 4D71 _____, Contract Encumbrance Number F05CDB04080 ; and

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, the United States Government, through the Housing and Community Development Act of 1974 ("the Act"), Pub. L. No. 93-383, as amended, has established a Community Development Block Grant ("CDBG") program and has allowed each state to elect to administer such federal funds for its nonentitlement areas, subject to certain conditions, including a requirement that the state's program give maximum feasible priority to activities which will benefit very low-, low-, and moderate-income families or aid in the prevention or elimination of slums or blight; the state's program may also include activities designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. Additionally, the state's program is subject to a federal requirement that not less than seventy percent (70%) of the aggregate amount of CDBG funds received by the state shall be used for the support of activities that benefit persons of very low-, low-, and moderate-income; and

WHEREAS, the State of Colorado has elected to administer such federal funds for its nonentitlement areas through the Colorado Department of Local Affairs ("Department"), pursuant to C.R.S. 1973, 24-32-106(1) (d), 24-32-304(2) (j) and 24-32-705(1) (i); and

WHEREAS, the Department has received applications from political subdivisions in Colorado for allocations from the federal CDBG funds available to Colorado; and

WHEREAS, the Contractor is one of the eligible political subdivisions to receive CDBG funds; and

WHEREAS, the Department has approved the proposed Project of the Contractor;

NOW, THEREFORE, it is hereby agreed that:

1. Scope of Services. In consideration for the monies to be received from the State, the Contractor shall do, perform, and carry out, in a satisfactory and proper manner, as determined by the State, all work elements as indicated in the "Scope of Service", set forth in Exhibit A, which is attached hereto and is incorporated herein by reference, and is hereinafter referred to as the "Project". Work performed prior to the execution of this Contract shall not be considered part of this Project.

2. Responsible Administrator. The performance of the services required hereunder shall be under the direct supervision of the Mayor or Town Community Developer, an employee or agent of Contractor, who is hereby designated as the responsible administrator of this Project. At any time the Contractor wishes to change the responsible administrator, the Contractor shall propose and seek the State's approval of such replacement responsible administrator. The State's approval shall be evidenced through a Contract Amendment to this contract initiated by the State as set forth in paragraph 16.b) of this Contract. Until such time as the State concurs in the replacement responsible administrator, the State may direct that Project work be suspended.

3. Time of Performance. This Contract shall become effective upon proper execution of this Contract by the State Controller or designee. The Project contemplated herein shall commence as soon as practicable after the execution of this Contract and shall be undertaken and performed in the sequence set forth in the attached Exhibit A, Scope of Services. The Contractor agrees that time is of the essence in the performance of its obligations under this Contract, and that completion of the Project shall occur not later than the termination date set forth in the Scope of Services.

4. Eligibility and National Objectives. All project activities shall be eligible under Section 105 of the Act, as amended, and all related regulations and requirements. Furthermore, project activities shall meet the following indicated (with a "X") broad national objective(s), as set forth in Section 104(b)(3) of the Act, as amended, and all related regulations and requirements:

X Benefit persons of very low-, low-, and moderate-income;

___ Prevent or eliminate slums or blight;

___ Meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs.

5. Obligation, Expenditure and Disbursement of Funds.

a) Prior Expenses. Expenses incurred by the Contractor in association with said Project prior to execution of this Contract are not eligible CDBG expenditures and shall not be reimbursed by the State.

b) Environmental Review Procedures. Funds shall not be obligated or utilized for any activities requiring a release of funds by the State under the Environmental Review Procedures for the CDBG program at 24 CFR Part 58 until such release is issued in writing. Administrative costs, reasonable engineering and design costs, and costs of other exempt activities identified in 24 CFR 58.34(a)(1) through (8) do not require a release of funds by the State. For categorically excluded activities listed in 58.35(a) determined to be exempt because there are no circumstances which require compliance with any other Federal laws and authorities cited at 58.5, the Con tractor must make and document such a determination of exemption prior to incurring costs for such activities.

c) Community Development Plan Requirement. Prior to receiving disbursements of CDBG funds from the State, the Contractor shall identify its community development and housing needs, including the needs of very low-, low-, and moderate-income persons, and the activities to be undertaken to meet such needs.

6. Definition of Very low-, Low- and Moderate-Income Persons. Very low-, low-, and moderate-income persons are defined, for the purposes of this Contract, as:

X Those persons who are members of very low-, low-, and moderate-income families as set forth in Exhibit B, which is attached hereto and incorporated herein by reference, or as subsequently promulgated in writing by the State, or

___ Those persons who have been determined by HUD, based upon most recent Census data, to be very low-, low-, and moderate-income persons.

___ Those persons belonging to clientele groups who are generally presumed by HUD to be principally very low-, low-, and moderate-income persons.

___ Not applicable to this project.

7. Citizen Participation. The Contractor shall provide citizens with reasonable notice of, and opportunity to comment on, any substantial change proposed to be made in the use of CDBG funds from one eligible activity to another by following the same citizen participation procedures required for the preparation and submission of its CDBG application to the State. The Contractor shall also comply with the procedure set forth herein regarding the modification and amendment of this Contract.

Additionally, the Contractor shall have and follow a Citizen Participation Plan (CPP) which includes the six elements specified in Section 104(a)(3) the Act. The CPP must include a provision for at least one public hearing during the course of the Project to allow citizens to review and comment on the Contractor's performance in carrying out the Project.

8. Residential Antidisplacement and Relocation Assistance Plan. The Contractor shall follow a residential antidisplacement and relocation assistance plan which, should displacement occur, provides that:

a) governmental agencies, non- and for-profit organizations, or private developers shall provide within the same community comparable replacement dwellings for the same number of occupants as could have been housed in the occupied and vacant occupiable low- and moderate-income dwelling units demolished or converted to a use other than for housing for low- and moderate-income persons, and provide that such replacement housing may include existing housing assisted with project based assistance provided under Section 8 of the United State Housing Act of 1939;

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b) such comparable replacement dwellings shall be designed to remain affordable to persons of low- and moderate-income for ten (10) years from the time of initial occupancy;

c) relocation benefits shall be provided for all low-income persons who occupied housing demolished or converted to a use other than for low-. or moderate-income housing, including reimbursement for actual and reasonable moving expenses, security deposits, credit checks, and other moving-related expenses; including any interim living costs; and, in the case of displaced persons of low- and moderate-income, provided either:

i) compensation sufficient to ensure that, for a five-year (5-year) period, the displaced families shall not bear, after relocation, a ratio of shelter costs to income that exceeds thirty percent (30%); or

ii) if elected by a family, a lump-sum payment equal to the capitalized value of the benefits available under subclause (i) to permit the household to secure participation in a housing cooperative or mutual housing association;

d) Persons displaced shall be relocated into comparable replacement housing that is:

i) decent, safe, and sanitary;

ii) adequate in size to accommodate the occupants;

iii) functionally equivalent; and,

iv) in an area not subject to unreasonably adverse environmental conditions.

Persons displaced shall have the right to elect, as an alternative to the benefits under this paragraph, to receive benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, if such persons determine that it is in their best interest to do so; and, where a claim for assistance under subparagraph (d) is denied by the Contractor, the claimant may appeal to the State, and that the decision of the State shall be final unless a court determines the decision was arbitrary and capricious.

The Contractor shall follow the Residential Antidisplacement and Relocation Assistance Plan except that paragraphs a) and b) shall not apply in a case in which the Secretary of the U. S. Department of Housing and Urban Development finds, on the basis of objective data, that there is available in the area an adequate supply of habitable affordable housing for low-, and moderate-income persons. A determination under this paragraph is final and nonreviewable.

9. Affirmatively Furthering Fair Housing. The Contractor shall affirmatively further fair housing in addition to conducting and administering its Project in conformity with the equal opportunity requirements of Title VI of the Civil Rights Act of 1964 and the Fair Housing Act, as required herein.

10. Recovery of Capital Costs of Public Improvements. The Contractor shall not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of very low-, low-, or moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless;

a) CDBG funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than the CDBG program, or

b) for the purposes of assessing any amount against properties owned and occupied by persons of moderate income who are not persons of very low- or low-income, it certifies that it lacks sufficient CDBG funds to comply with the requirements of subparagraph (a) hereinabove.

11. Compensation and Method of Payment. The State agrees to pay to the Contractor, in consideration for the work and services to be performed, a total amount not to exceed Three Hundred Thousand and No/100 Dollars ($300,000). The method and time of payment shall be made in accordance with the "Payment Schedule" set forth herein in EXHIBIT A. Any State funds not required for completion of the Project will be deobligated by the State through the processing of a bilateral amendment.

Unless otherwise provided in the Scope of Services:

a) The Contractor shall periodically initiate all reimbursement requests by submitting to the Department a written request using the State-provided form, for reimbursement of actual and proper expenditures of State CDBG funds plus an estimation of funds needed for a reasonable length of time.

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b) The State may withhold any payment if the Contractor has failed to comply with the State CDBG program objectives, contractual terms, or reporting requirements.

c) The State may withhold the final payment until the Contractor has submitted and the Department has accepted, all required quarterly Financial Status Report and Performance Report information.

12. Financial Management and Budget. At all times from the effective date of this Contract until completion of this Contract, the Contractor shall comply with the administrative requirements, cost principles and other requirements set forth in the State's Financial Management Guide and the Financial Management Section of the State CDBG Guidebook. Contractor may adjust individual budgeted expenditure amounts without approval of the State provided that no budget transfers to or between administration budget categories are proposed and provided that cumulative budgetary line item changes do not exceed Twenty Thousand Dollars ($20,000.00), unless otherwise specified in the "Budget" section of Exhibit A. Any budgetary modifications that exceed these limitations must be approved by the State through a Contract Amendment as set forth in Paragraph 16. c).

13. Audit.

a) Discretionary Audit. The State, through the Executive Director of the Department, the State Auditor, or any of their duly authorized representatives, including an independent Certified Public Accountant of the State's choosing, or the federal government or any of its properly delegated or authorized representatives shall have the right to inspect, examine, and audit the Contractor's (and any subcontractor's) records, books, accounts and other relevant documents. Such discretionary audit may be requested at any time and for any reason from the effective date of this Contract until five (5) years after the date final payment for this Project is received by the Contractor, provided that the audit is performed during normal business hours.

b) Mandatory Audit. Whether or not the State calls for a discretionary audit as provided above, the Contractor shall include the Project in its annual audit report as required by the Colorado Local Government Audit Law, C.R.S. 1973, 29-1-601, et seq and the Single Audit Act of 1996, Pub. L. 104-156, and Federal and State implementing rules and regulations. Such audit reports shall be simultaneously submitted to the Department and the State Auditor. Thereafter, the Contractor shall supply the Department with copies of all correspondence from the State Auditor or Federal Agency related to the relevant audit report. If the audit reveals evidence of non-compliance with applicable requirements, the Department reserves the right to institute compliance or other appropriate proceedings notwithstanding any other judicial or administrative actions filed pursuant to C.R.S. 1973, 29-1-607 or 29-1-608.

14. Contract Suspension. If the Contractor fails to comply with any contractual provision, the State may, after notice to the Contractor, suspend the Contract and withhold further payments or prohibit the Contractor from incurring additional obligations of contractual funds, pending corrective action by the Contractor or a decision to terminate in accordance with provisions herein. The State may determine to allow such necessary and proper costs which the Contractor could not reasonably avoid during the period of suspension provided such costs were necessary and reasonable for the conduct of the Project.

15. Contract Termination. This contract may be terminated as follows:

a) Termination Due to Loss of Funding. The parties hereto expressly recognize that the Contractor is to be paid, reimbursed, or otherwise compensated with federal CDBG funds provided to the State for the purpose of contracting for the services provided for herein or with program income, and therefore, the Contractor expressly understands and agrees that all its rights, demands and claims to compensation arising under this Contract are contingent upon receipt of such funds by the State. In the event that such funds or any part thereof are not received by the State, the State may immediately terminate or amend this Contract.

b) Termination for Cause. In accordance with 24 CFR Part 85.44, suspension or termination may occur if the Contractor materially fails to comply with any term of the Contract, or, in the State's discretion, the Contract may be terminated for convenience. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this Contract for cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Contractor shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the Contract by the Contractor, and the State may withhold any

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payments to the Contractor for the purpose of offset until such time as the exact amount of damages due the State from the Contractor is determined.

c) Termination for Convenience. The State may terminate this Contract at any time the State desires. The State shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. All finished or unfinished documents and other materials as described in subparagraph 16.b) above shall, at the option of the State, become its property. If the Contract is terminated by the State as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty percent (60%) of the services covered by this contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, subparagraph 16.b) hereof relative to termination shall apply.

16. Modification and Amendment.

a) Modification by Operation of Law. This Contract is subject to such modifications as may be required by changes in federal or state law or regulations. Any such required modifications shall be incorporated into and be part of this Contract as if fully set forth herein.

b) **Unilateral Amendment.** The State may unilaterally modify the following portions of this Contract when such modifications are requested by the Contractor or determined by the State to be necessary and appropriate. In such cases, the Amendment is binding upon proper execution by the Executive Director of the Department and State Controller's designee and without the signature of the Contractor.

i) Paragraph 2. of this Contract, "Responsible Administrator";

ii) Paragraph 3. of Exhibit A, Scope of Services "Time of Performance";

iii) Paragraph 4 of Exhibit A, Scope of Services "Remit Address",

iv) Paragraph 5 of Exhibit A, Scope of Services "Payment Schedule".

Contractor must submit a written request to the Department if modifications are required. Amendments to this Contract for the provisions outlined in this Paragraph 16 b. i) through iv): Responsible Administrator, Time of Performance, Remit Address, or Payment Schedule can be executed by the State (Exhibit C1).

c) **Bilateral Amendment.** In the following circumstances, modifications shall be made by an Amendment signed by the Contractor, the Executive Director of the Department and the State Controller's designee. Such Amendments must be executed by the Contractor then the State and are binding upon proper execution by the State Controller's designee.

i) unless otherwise specified in the "Budget" section of Exhibit A, when cumulative budgetary line item changes exceed Twenty Thousand Dollars ($20,000.00);

ii) unless otherwise specified in the "Budget" section of Exhibit A, when any budget transfers to or between administration budgetary categories are proposed;

iii) when any other material modifications, as determined by the State, are proposed to Exhibit A or any other Exhibits;

iv) when additional or less funding is needed and approved and modifications are required to Paragraph 5 of this Contract, Compensation and Method of Payment as well as to Exhibit A "Budget" and "Payment Schedule";

v) when there are additional federal statutory or regulatory compliance changes in accordance with Paragraph 20 of this Contract.

Such Bilateral Amendment may also incorporate any modifications allowed to be made by Unilateral Amendment as set forth in subparagraph 16.b) of this paragraph.

Upon proper execution and approval, such Amendment (Exhibit C2) shall become an amendment to the Contract, effective on the date specified in the amendment. No such amendment shall be valid until approved by the State

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Controller or such assistant as he may designate. All other modifications to this Contract must be accomplished through amendment to the contract pursuant to fiscal rules and in accordance with subparagraph 16 d).

d) **Other Modifications.** If either the State or the Contractor desired to modify the terms of this Contract other than as set forth in subparagraphs 16.b) and 16.c) above, written notice of the proposed modification shall be given to the other party. No such modification shall take effect unless agreed to in writing by both parties in an amendment to this Contract properly executed and approved in accordance with applicable law. Any amendment required per this subparagraph will require the approval of other state agencies as appropriate, e.g. Attorney General, State Controller, etc.

Such Amendment may also incorporate any modifications allowed to be made by Unilateral and Bilateral Amendment as set forth in subparagraphs 16.b) or 16.c) of this paragraph.

17. Integration. This Contract, as written, with attachments and references, is intended as the complete integration of all understanding between the parties at this time and no prior or contemporaneous addition, deletion or amendment hereto shall have any force or effect whatsoever, unless embodied in a written authorization or contract amendment incorporating such changes, executed approved pursuant to applicable law.

18. Reports.

a) Financial Reports. The Contractor shall submit to the Department quarterly financial status reports in the manner and method set forth in the Reporting Section of the State CDBG Guidebook.

b) Performance Reports. The Contractor shall submit to the Department quarterly performance reports and a project completion report in a manner and method prescribed by the Department in the Reporting Section and Close-Out Section of the State CDBG Guidebook.

19. Conflict of Interest.

a) In the Case of Procurement. In the procurement of supplies, equipment, construction and services by the Contractor and its subcontractors, no employee, officer or agent of the Contractor or its subcontractors shall participate in the selection or in the award of administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent; any member of his immediate family; his partner; or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the party or firm selected for award. Officers, employees or agents of the Contractor and its subcontractors shall neither solicit nor accept gratuities, favors or anything of monetary value from parties or potential parties to contracts. Unsolicited items provided as gifts are not prohibited if the intrinsic value of such items is nominal.

b) In All Cases Other Than Procurement. In all cases other than procurement (including the provision of housing rehabilitation assistance to individuals, the provision of assistance to businesses, and the acquisition and disposition of real property), no persons described in subparagraph i) below who exercise or have exercised any functions or responsibilities with respect to CDBG activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure for one year thereafter.

i) Persons Covered. The conflict of interest provisions of this subparagraph 19.b) apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Contractor or of any designated public agencies or subcontractors receiving CDBG funds.

ii) Threshold Requirements for Exceptions. Upon the written request of the Contractor, the State may grant an exception to the provisions of this subparagraph 19.b) when it determines that such an exception will serve to further the purposes of the CDBG program and the effective and efficient administration of the Contractor's Project. An exception may be considered only after the Contractor has provided the following:

a) A disclosure of the nature of the conflict, accompanied by an assurance that:
   i. there has been or will be a public disclosure of the conflict and a description of how the public disclosure was or will be made; and

   ii. the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific CDBG-assisted activity in question; and

b) An opinion of the Contractor's attorney that the interest for which the exception is sought would not violate State or local law; and

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c) A written statement signed by the chief elected official of the Contractor holding the State harmless from all liability in connection with any exception which may be granted by the State to the provisions of this subparagraph 19.b);

iii) Factors to be Considered for Exceptions. In determining whether to grant a requested exception after the Contractor has satisfactorily met the requirements of subparagraph 19.b) ii) above, the State shall consider the cumulative effect of the following factors, where applicable:

a) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the Project which would otherwise not be available;

b) Whether an opportunity was provided for open competitive bidding or negotiation;

c) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be beneficiaries of the CDBG-assisted activity, and the exception will permit such person to receive generally the same benefits as are being made available or provided to the group or class;

d) Whether the interest or benefit was present before the affected person was in a position as described in this subparagraph 19.b);

e) Whether undue hardship will result either to the Contractor or the person affected when weighted against the public interest served by avoiding the prohibited conflict; and

f) Any other relevant considerations.

20. Compliance with Applicable Laws. At all times during the performance of this Contract, the Contractor and any subcontractors shall strictly adhere to all applicable Federal and State laws, orders, and all applicable standards, regulations, interpretations or guidelines issued pursuant thereto. The applicable Federal laws and regulations include:

a) National Environmental Policy Act of 1969 (42 USC 4321 et seq.), as amended, and the implementing regulations of HUD (24 CFR Part 58) and of the Council on Environmental Quality (40 CFR Parts 1500-1508) providing for establishment of national policy, goals, and procedures for protecting, restoring and enhancing environmental quality.

b) National Historic Preservation Act of 1966 (16 USC 470 et seq.), as amended, requiring consideration of the effect of a project on any district, site, building, structure or object that is included in or eligible for inclusion in the National Register of Historic Places.

c) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.), requiring that federally-funded projects contribute to the preservation and enhancement of sites, structures and objects of historical, architectural or archaeological significance.

d) The Archaeological and Historical Data Preservation Act of 1974, amending the Reservoir Salvage Act of 1960 (16 USC 469 et seq.), providing for the preservation of historic and archaeological data that would be lost due to federally-funded development and construction activities.

e) Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951 et seq.) prohibits undertaking certain activities in floodplains unless it has been determined that there is no practical alternative, in which case notice of the action must be provided and the action must be designed or modified to minimize potential damage.

f) Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et seq.) requiring review of all actions proposed to be located in or appreciably affecting a wetland. Undertaking or assisting new construction located in wetlands must be avoided unless it is determined that there is no practical alternative to such construction and that the proposed action includes all practical measures to minimize potential damage.

g) Safe Drinking Water Act of 1974 (42 USC 201, 300f et seq., 7401 et seq.), as amended, prohibiting the commitment of federal financial assistance for any project which the Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal drinking water source for an area.

h) The Endangered Species Act of 1973 (16 USC 1531 et seq.), as amended, requiring that actions authorized, funded, or carried out by the federal government do not jeopardize the continued existence of endangered

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and threatened species or result in the destruction or modification of the habitat of such species which is determined by the Department of the Interior, after consultation with the State, to be critical.

i) The Wild and Scenic Rivers Act of 1968 (16 USC 1271 et seq.), as amended, prohibiting federal assistance in the construction of any water resources project that would have a direct and adverse effect on any river included in or designated for study or inclusion in the National Wild and Scenic Rivers System.

j) The Clean Air Act of 1970 (42 USC 1857 et seq.), as amended, requiring that federal assistance will not be given and that license or permit will not be issued to any activity not conforming to the State implementation plan for national primary and secondary ambient air quality standards.

k) Flood Disaster Protection Act of 1973 (42 USC 4001), placing restrictions on eligibility and acquisition and construction in areas identified as having special flood hazards.

l) HUD Environmental Criteria and Standards (24 CFR Part 51) providing national standards for noise abatement and control, acceptable separation distances from explosive or fire prone substances and suitable land uses for airport runway clear zones.

m) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 -- Title III, Real Property Acquisition (Pub. L. 91-646 and implementing regulations at 24 CRF Part 42), providing for uniform and equitable treatment of persons displaced from their homes, businesses, or farms by federal or federally-assisted programs and establishing uniform and equitable land acquisition policies for federal assisted programs. Requirements include bona fide land appraisals as a basis for land acquisition, specific procedure for selecting contract appraisers and contract negotiations, furnishing to owners of property to be acquired a written summary statement of the acquisition price offer based on the fair market price, and specified procedures connected with condemnation.

n) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 -- Title II, Uniform Relocation Assistance (Pub. L. 91-646 and implementing regulations at 24 CRF Part 42), providing for fair and equitable treatment of all persons displaced as a result of any federal or federally-assisted program. Relocation payments and assistance, last-resort housing replacement of displacing agency, and grievance procedures are covered under the Uniform Act. Payments and assistance will be made pursuant to State or local law, or the grant recipient must adopt a written policy available to the public describing the relocation payments and assistance that will be provided. Moving expenses and up to $22,500 or more for each qualified homeowner or up to $5,250 or more for each tenant are potential costs.

o) Section 104(d) of the Housing and Community Development Act of 1974, (42 USC 5301 as amended and implementing regulations at 24 CFR Part 570) providing for the replacement of all low- and moderate-income dwelling units that are demolished or converted to another use as a direct result of the use of CDBG funds, and which provides for relocation assistance for low- and moderate-income households so displaced.

p) Davis-Bacon Fair Labor Standards Act (40 USC 276A -276a-5) requiring that, on all contracts and subcontracts which exceed $2,000 for federally-assisted construction, alteration or rehabilitation, laborers and mechanics employed by contractors or subcontractors shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor. (This requirement applies to the rehabilitation of residential property only if such property is designed for use of eight or more units.) The requirements set forth in this subparagraph are inapplicable to individuals who volunteer their services under circumstances set forth in 24 CFR Part 70.

Assistance shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any subcontractor or subrecipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

q) Contract Work Hours and Safety Standards Act of 1962 (40 USC 327 et seq.) requiring that mechanics and laborers employed on federally-assisted contracts which exceed $2,000 be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work week.

r) Copeland "Anti-Kickback" Act of 1934 (40 USC 276 (c)) prohibiting and prescribing penalties for "kickbacks" of wages in federally-financed or -assisted construction activities.

s) The Lead-Based Paint Poisoning Prevention Act -- Title IV (42 USC 4831) prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance, and requiring notification

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to purchasers and tenants of such housing of the hazards of lead-based paint and of the symptoms and treatment of lead-based paint poisoning.

t) Unless otherwise provided for in EXHIBIT A, Scope of Services, this contract is subject to the following: Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701 (u)), as amended.

i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 (u) (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to very low- and low-income persons, particularly persons who are recipients of HUD assistance for housing.

ii) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

iii) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the persons) taking applications for each of the positions; and the anticipated date the work shall begin.

iv) The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135 ((Paragraph 23 t)i) - 23 t)vii) of this contract)), and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

v) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

vi) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

vii) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations, and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

u) Section 109 of the Housing and Community Development Act of 1974 (42 USC 5309), as amended, providing that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of race, color, national origin or sex under any program or activity funded in whole or in part under Title I (Community Development) of the Act.

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v) Title IV of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 USC 2000 (d)) prohibiting discrimination on the basis of race, color, and incorporates laws prohibiting age or handicap or religious affiliation, or national origin discrimination in any program or activity receiving federal financial assistance.

w) The Fair Housing Act (42 USC 3601-20), as amended, prohibiting housing discrimination on the basis of race, color, religion, sex, national origin, handicap and familial status.

x) Executive Order 11246 (1965), as amended by Executive Orders 11375 and 12086, prohibiting discrimination on the basis of race, color, religion, sex or national origin in any phase of employment during the performance of federal or federally-assisted contracts in excess of $2,000.

y) Executive Order 11063 (1962), as amended by Executive Order 12259, requiring equal opportunity in housing by prohibiting discrimination on the basis of race, color, religion, sex or national origin in the sale or rental of housing built with federal assistance.

z) Section 504 of the Rehabilitation Act of 1973 (29 USC 793), as amended, providing that no otherwise qualified individual shall, solely by reason of a handicap, be excluded for participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal funds.

aa) Age Discrimination Act of 1975 (42 USC 6101), as amended, providing that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

ab) Fire Administration Authorization Act of 1992 (P.L. 102-522), prohibiting the use of housing assistance in connection with certain assisted and insured properties, unless various protection and safety standards are met.

ac) Excessive Force. In accordance with Section 519 of Public Law 101-144, the HUD Appropriations Act, Section 906 of Cranston-Gonzalez Affordable Housing Act of 1990, the Contractor has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction.

ad) Lobbying. The Contractor assures and certified that:

i) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of a federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

ii) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an offer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this federally funded contract, grant, loan, or cooperative agreement, it shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

iii) It shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

iv) It understands that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

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21. Monitoring and Evaluation. The State will monitor and evaluate the Contractor for compliance with the terms of the contract, and the rules, regulations, requirements and guidelines which the State has promulgated or may promulgate, including the State CDBG Guidebook. The Contractor may also be subject to monitoring and evaluation by the U.S. Department of Housing and Urban Development.

22. Severability. To the extent that this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term nor as waiver of a subsequent breach of the same term.

23. Binding on Successors. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding upon the parties, or any subcontractors hereto, and their respective successors and assigns.

24. Subletting, Assignment or Transfer. Neither party nor any subcontractors hereto may sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its rights, title, interest or duties therein, without the prior written consent of the other party. No subcontract or transfer of Contract shall in any case release the Contractor of liability under this Contract.

25. Non-Discrimination. The Contractor agrees to comply with the letter and the spirit of all applicable state and federal laws and requirements with respect to discrimination and unfair employment practices.

26. Applicant Statement of Assurances and Certifications. The Contractor has previously signed an "Applicant Statement of Assurances and Certifications" which is hereby incorporated and made a part of this Contract by reference.

27. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and attachments hereto which may require continued performance or compliance beyond the termination date of the Contract shall survive such termination date and shall be enforceable to the State as provided herein in the event of such failure to perform or comply by the Contractor or its subcontractors.

28. Order of Precedence. In the event of conflicts or inconsistencies between this contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

A. Colorado Special Provisions
B. Contract
C. The Scope of Services, Exhibit A

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SPECIAL PROVISIONS

(For Use Only with Inter-Governmental Contracts)

1. CONTROLLER'S APPROVAL. CRS 24-30-202 (1)

This contract shall not be deemed valid until it has been approved by the Controller of the State of Colorado or such assistant as he may designate.

2. FUND AVAILABILITY. CRS 24-30-202 (5.5)

Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

3. INDEMNIFICATION.

To the extent authorized by law, the contractor shall indemnify, save, and hold harmless the State against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions for the parties, of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq. or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. as applicable, as now or hereafter amended.

4. INDEPENDENT CONTRACTOR. 4 CCR 801-2

THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID BY THE STATE PURSUANT TO THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKERS' COMPENSATION (AND PROVIDE PROOF OF SUCH INSURANCE WHEN REQUESTED BY THE STATE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.

5. NON-DISCRIMINATION.

The contractor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.

6. CHOICE OF LAW

The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and state laws, rules, and regulations that have been or may hereafter be established.

7. SOFTWARE PIRACY PROHIBITION Governor's Executive Order D 002 00

No State or other public funds payable under this Contract shall be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby certifies that, for the term of this Contract and any extensions, the Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this Contract, including, without limitation, immediate termination of the Contract and any remedy consistent with United States copyright laws or applicable licensing restrictions.

8. EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 & CRS 24-50-507

The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.

Effective Date: April 1, 2004

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SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

X TOWN OF ELIZABETH
Legal Name of Contracting Entity

X 84-0607461
Social Security Number or FEIN

X Wendell C Wilson
Signature of Authorized Officer

X WENDELL C WILSON, MAYOR
Print Name & Title of Authorized Officer

CORPORATIONS:
(A corporate attestation is required.)

Attest (Seal) By Sandra K Lovely CMC
(Corporate Secretary or Equivalent, or Town/City/County Clerk)

(Place corporate seal here, if available)

STATE OF COLORADO:
BILL OWENS, GOVERNOR

By
Michael L. Beasley, Executive Director

Department of Local Affairs

PRE-APPROVED FORM CONTRACT REVIEWER:

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

STATE CONTROLLER:
Leslie M. Shenefelt

By Philip Dellaman, SCO
~~Rose-Marie Autéri, Controller~~
~~Department of Local Affairs~~

Date August 5, 2004

Effective Date: April 1, 2004

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Exhibit A

SCOPE OF SERVICES

1. PROJECT DESCRIPTION, OBJECTIVES, AND REQUIREMENTS

1. General Provisions. This project consists of providing a Community Development Block Grant (CDBG) award to the Town of Elizabeth (Contractor) to assist with public infrastructure improvements in support of Abacus Moving and Storage, Inc. (Abacus or the Company). Abacus provides residential and commercial relocation services. Beverly D. Sabol (47.5%), Daniel J. Sabol (47.5%), and Shane Gibson (5%) own the Company.

Abacus intends to construct a 15,000 square foot metal office/warehouse building, a parking area, and an area for truck scales on five acres located at 2920 East Highway 86 in Elizabeth. Funding for this facility and operations will be through a combination of debt and equity.

The purpose of the CDBG project is to encourage economic diversification and job creation which addresses the CDBG program objective of benefit to low- and moderate-income persons in Elizabeth, subject to the following provisions:

b. Specific Provisions. The following specific provisions are hereby made a part of this Scope of Services.

1. The CDBG grant amount to the Town of Elizabeth shall not exceed Three Hundred Thousand and No/100 Dollars ($300,000) and is provided under this Contract to fund public infrastructure-related costs. The Contractor is, in any event, responsible for all project costs in excess of $300,000.

2. The CDBG funds will assist with the construction of the following public infrastructure improvements, as generally described in the Contractor's application submitted to the Colorado Office of Economic Development and International Trade:

i. construction and extension of a twelve inch (12") water line approximately eight hundred lineal feet (800 l.f.);
ii. construction of approximately two thousand thirty six square yards (2,036 sq. yds.) of public roadway plus curb and gutter, crosspans, and a sidewalk;
iii. construction of a detention pond and a retaining wall; and
iv. contract administration and engineering related to this contract and incurred after the effective date of this Contract.

CDBG funds shall not be utilized for any costs incurred prior to the effective date of this Contract or prior to the completion of other federal and state requirements, as applicable. Contractor certifies that the Town of Elizabeth will own and maintain all

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improvements funded by the CDBG grant.

3. Contractor shall ensure that project plans and specifications are reviewed and approved by the appropriate regulatory agencies prior to disbursal of contract funds to Contractor.

4. Contractor understands and certifies that Contractor shall be responsible for all administrative costs, except for the Ten Thousand and No/100 Dollars ($10,000) of CDBG funds provided in this contract, required for this project and as specifically required in the state's Guidebook for Direct Economic Development Projects and Revolving Loan Funds (CDBG Guidebook).

5. The Contractor shall comply with all the requirements of the Davis Bacon Fair Labor Standards in accordance with the provisions set forth in Paragraph 20 (p) within the main body of this Contract.

6. Selection of contractors and purchase of materials to accomplish the Project shall follow appropriate procurement standards as outlined in the Financial Management Section of the State's CDBG Guidebook.

7. This project is _X_, is not ____, subject to Section 3 Requirements that, to the greatest extent feasible, provides that opportunities for training and employment or the awarding of contracts that arise from this HUD-financed project, the Contractor will give preference in the hiring to very low-, low- and moderate-income persons, and the Contractor must give preference in contracting to businesses owned by these persons or that substantially employ very low-, low-, and moderate-income persons in the project area. Compliance requirements are set forth in Paragraph 20 (t) within the main body of this Contract.

8. Contractor shall make quarterly on-site visits to Abacus to assess/monitor the progress toward job creation and shall use the quarterly public facilities report to document such visits. Contractor shall provide reasonable notice to Abacus of such visits.

9. Contractor and Abacus shall execute a written agreement (Agreement) which includes, at a minimum, the following requirements and which shall be submitted to the Colorado Office of Economic Development and International Trade prior to the disbursement of any CDBG funds:

   a. Abacus shall build a new office/warehouse/parking facility in the Town of Elizabeth and Abacus shall expand its business and employment base as generally stated in Contractor's application.

   b. Abacus shall create a minimum of fifteen (15) new, full-time job

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positions within two years of the effective date of the state's contract. The Agreement shall require that at least fifty-one percent (51%) of the new, full-time job positions created by Abacus shall be held by low-to-moderate income persons. In the event more than fifteen (15) permanent full-time jobs are created, Contractor and Abacus shall ensure that at least fifty-one percent (51%) of **all** jobs created (as a result of CDBG funds) are provided to low- and moderate-income persons. As of the effective date of this contract, Abacus shall submit an employment report to Contractor that shall serve as Abacus's current employment base (before any jobs are created to meet the requirements of this contract). On a quarterly basis, Abacus shall submit income certifications, in a format prescribed in the CDBG Guidebook, for every job position hired in the Town of Elizabeth after the effective date of the state's contract.

The Agreement shall state that a full-time job position is defined as one in which the employee certifies that his or her primary income is derived from the identified job position. A full-time job position shall be one that is directly reflected on the payroll of Abacus upon its creation.

c. The Agreement shall include the following information: i) a list (including the type of positions, the number of positions, and wage scales) of the full-time equivalent permanent job positions to be created with a breakout of those positions which are expected to be filled by low- and moderate-income persons; ii) identification of those positions that can only be filled by persons with substantial training, work experience or education beyond high school and a statement from Abacus as to whether Abacus will agree to hire, and train as necessary, low- or moderate-income persons for these job positions; iii) a proposed schedule for the creation of the committed job positions; and iv) provisions requiring written records to be kept and reports to be made regarding the documentation of low- and moderate-income benefit and beneficiaries by race, ethnicity, gender, and handicap status in the same manner and to the same extent as Department requires of Contractor.

The agreement shall strongly encourage Abacus to additionally document (and retain at its offices) its low-to-moderate income hiring efforts (such as utilizing Job Training Services, maintaining copies of public advertisements which contain an offer to train low-to-moderate income persons for employment positions offered by Abacus, maintaining a log of "self-identified" low-to-moderate income persons who applied for open employment positions and the reasons for not hiring, etc.).

d. Abacus shall allow Contractor and CDBG program representatives to

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make on-site visits to verify CDBG program information if reasonable notice has been provided by Contractor.

e. The Agreement shall state that Abacus expressly acknowledges that such infrastructure improvements would not have been undertaken but for Abacus's contractual commitment to perform all of the obligations thereunder.

f. The Agreement shall require a commitment by Abacus to provide documentation to Contractor, which verifies that a private facility (as generally described in Contractor's application submitted to the state) has been constructed by Abacus for Abacus's use and that the funds budgeted for such facility have been expended prior to the expiration date of this contract. Abacus shall ensure that the total expenditures for such items is approximately One Million One Hundred Forty Three Thousand One Hundred Forty Two and No/100 Dollars ($1,143,142) and shall provide documentation of such expenditures to Contractor during the term of this contract. Such documentation shall be maintained in the Contractor's files for review by the state during its monitoring visit.

g. The Agreement shall require Abacus to submit its fiscal year end financial information (Balance Sheet and Income Statement) to Contractor for its review. Such information shall be submitted to Contractor within one hundred twenty (120) days of the Company's fiscal year end during the contract period. Such documentation shall be maintained in the Contractor's files for review by the state during its monitoring visit.

h. Abacus shall additionally comply with all federal acquisition requirements related to any acquisition of land and/or easements for this project, specifically by submitting a "voluntary acquisition letter" pertaining to the land acquired for this project in a form prescribed by the state.

i. Contractor shall consider including language in the Agreement specifying which entity shall be responsible for cost overruns and legal expenses (particularly in liquidation/default situations).

j. The Agreement shall require Abacus to repay Contractor for CDBG funds expended in the event Abacus does not fulfill its responsibilities under any condition contained in this Exhibit A, Scope of Services. In the event Abacus fails to comply with any of the terms and conditions of this

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Contract or breaches any of the representations, warranties, or covenants contained in this Contract, then such failure to comply or such breach shall be a material event of default and shall entitle the State (through the Contractor) to enforce all the rights and remedies contained in this Contract, the exercise of which rights and remedies shall be at the sole discretion of the State and may be pursued singly, successively or together against Abacus. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release of such rights or remedies or the right to exercise them at any later date.

In the event Abacus does not build its new facility and expand its operations as set forth herein **or** fails to comply with all of the terms and conditions of this Contract, Abacus agrees to repay the amount determined by the Governor's Financial Review Committee at the State unless liquidated damages have been clearly specified within this contract for the type of breach that occurred. In the event that the Governor's Financial Review Committee no longer exists, the State will designate an alternative entity to make such determinations. Interest and legal costs, incurred by the State in making its determination and in collecting the repayment of such funds, may be added to the amount of the grant to be repaid. The amount of the grant to be repaid shall be determined by the Governor's Financial Review Committee after providing Abacus with an opportunity to provide its perspective and after a thorough evaluation of the overall circumstances. The amount must necessarily be determined by the Governor's Financial Review Committee on a case by case basis; however, the Governor's Financial Review Committee shall consider the level of performance deficiency in making its determination unless at least 51% of all job positions created are not filled with low-to-moderate income persons. In the event that 51% of all job positions created by Abacus are not filled with low-to-moderate income persons, Abacus will be required to repay all grant funds as described within this contract. In no event shall the amount of the grant to be repaid exceed the amount of funds actually disbursed to Contractor from this contract plus any additional interest and legal costs described herein. The Notice of Alleged Breach shall state the date when repayments are due and any other terms regarding such repayment of funds.

Interest shall accrue at the prime interest rate stated in the Wall Street Journal on the date that the Governor's Financial Review Committee issues a Notice of Breach to the Town of Elizabeth regarding Abacus. All interest calculations shall be made on a simple interest basis. Interest shall be calculated for the period of non-compliance as determined by the Governor's Financial Review Committee. The Notice of Breach shall

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contain the period of non-compliance as determined by the Governor's Financial Review Committee.

Abacus shall ensure that any changes in its ownership structure results in Abacus continuing to assume full responsibility for the obligations described in this agreement. Otherwise, Abacus shall repay Contractor, for CDBG funds expended (plus applicable interest and legal costs as described within this contract). Such liquidation damages shall become due and owing at the time ownership is transferred. Any approved purchasee or transferee must expressly assume Abacus's obligations pursuant to the Agreement with the Contractor.

The Agreement must be executed and submitted to the Colorado Office of Economic Development and International Trade prior to the disbursement of contract funds.

10. Contractor shall ensure that it has obtained appropriately filed legal structure documentation and signature authorizations for Abacus. Such legal structure documentation and signature authorizations shall be executed and submitted to the Colorado Office of Economic Development and International Trade prior to the disbursement of contract funds.

11. Contractor shall obtain a guaranty of Abacus' performance, as required in this Contract, jointly and severally from Beverly D. Sabol and Daniel J. Sabol. In conjunction with such guaranties, Contractor shall obtain a personal financial statement from the Sabols which is dated within ninety days of this contract and which is directed to Contractor (and not to a bank/the SBA, etc.). The guarantors shall be responsible for any non-performance damages as desribed in Specific Provision 1.b.9.j. in this Exhibit. Such guaranties shall be executed and submitted to the Colorado Office of Economic Development and International Trade prior to the disbursement of contract funds.

12. Contractor shall obtain documentation from Abacus which verifies that Abacus has executed an agreement to build the facility as described within this contract for approximately One Million One Hundred Forty Three Thousand One Hundred Forty Two and No/100 Dollars ($1,143,142) and as generally described in Contractor's application.

Contractor shall also obtain written documentation from Abacus that verifies that all private investment funding commitments necessary to complete the project, as stated in Contractor's application, have been committed, including executed interim loan documentation and permanent commitments in the amount of approximately $973,600. The "as-built" appraisal also must have been satisfactorily completed and

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submitted to Contractor in addition to being satisfactory to the interim lender.

Such documentation shall be submitted on or before December 31, 2004 to the Colorado Office of Economic Development and International Trade for review by staff of the Colorado Office of Economic Development and International Trade and if necessary, the Governor's Financial Review Committee (FRC). **Contractor recognizes that such commitments are typically required prior to the issuance of a state contract; however, the FRC authorized the issuance of this contract based on the broad powers provided to the FRC in this specific provision. Should the Governor's Financial Review Committee determine that the documentation is not satisfactory for any reason, this conditional commitment and contract shall become null and void following the expiration of a ninety (90) day right to cure period.** Written notification of approval or non-approval of the documentation shall be provided to Contractor within thirty (30) days of its review by staff of the Colorado Office of Economic Development and International Trade and if necessary, the Governor's Financial Review Committee. No funds shall be disbursed for any CDBG-funded activity until this review has been completed.

13. Contractor shall make quarterly on-site visits to Abacus to assess/monitor the progress toward job creation and shall use the quarterly public facilities report to document such visits. Contractor shall provide reasonable notice to Abacus of such visits.

14. Contractor shall additionally comply with all federal acquisition requirements related to any acquisition of land and/or easements for this project, if needed. Such requirements are described in the State's CDBG Guidebook.

15. Contractor shall provide the Colorado Office of Economic Development and International Trade with a copy of any administration contracts it executes with external service providers, if applicable, prior to the disbursement of any contract funds designated for administrative purposes.

16. Contractor shall monitor additional businesses (in addition to Abacus) which utilize the CDBG-funded improvements and which create/ retain jobs as a result of the CDBG-funded improvements. For Contractor to monitor retained jobs, such jobs must meet the United States Department of Housing and Urban Development's stringent guidelines for retained positions. For identified businesses requiring monitoring, Contractor shall ensure that it has an executed agreement with such businesses which specifies the number of full-time equivalent positions that such businesses are committing to create/retain and which specifies that 51% of **all** full-time equivalent positions created/retained by such businesses will be filled by low-to-moderate income persons. A full-time job is defined as one in which the employee certifies that his or her primary income is derived from the identified job position.

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The monitoring period shall begin with the effective date of the state's contract and shall continue for a one year period after the physical completion of the CDBG-funded improvements; however, any identified businesses must continue to be monitored until the committed number of jobs has been achieved by such businesses.

Contractor shall ensure that its agreement with such businesses shall contain the following: i) a list (including the type of positions, the number of positions, and wage scales) of the full-time equivalent permanent positions to be created with a breakout of those positions which are expected to be filled by low-to-moderate income persons; ii) identification of those positions that can only be filled by persons with substantial training, work experience or education beyond high school and a statement from such businesses that each respective business will agree to hire, and train as necessary, low-to-moderate income persons for these positions; iii) a proposed schedule for the creation of the committed positions; and iv) provisions requiring written records to be kept and reports to be made regarding the documentation of low-to-moderate income benefit and beneficiaries by race, ethnicity, gender, and handicap status in the same manner and to the same extent as Department requires of Contractor [which shall include the quarterly submittal of such businesses' payroll list and employee income certification forms for every employee on the payroll list to Contractor]. Such agreements shall strongly encourage such businesses to additionally document (and retain at its offices) its low-to-moderate income hiring efforts (such as utilizing Job Training Services, maintaining copies of public advertisements which contain an offer to train low-to-moderate income persons for employment positions offered by such businesses, maintaining a log of "self-identified" low-to-moderate income persons who applied for open employment positions and the reasons for not hiring, etc.).

17. Contractor shall submit a Quarterly Employment Report in a manner and method prescribed by the Colorado Office of Economic Development and International Trade to the Colorado Office of Economic Development and International Trade on a quarterly basis, no later than the thirtieth (30th) day of the month after the end of each calendar quarter of the contract period and continuing after the contract period for the time frame delineated above. This report shall be supported by underlying income certifications, as required in Section VIII (Economic Development Section) of the State's Guidebook for Economic Development and Revolving Loan Fund Projects. Such income certifications shall be maintained in Contractor's files for review.

18. Contractor shall submit all documentation required by this Contract, as applicable, to the Colorado Office of Economic Development and International Trade except for the Audits required in Paragraph 13 within the main body of this Contract.

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19. Contractor shall return any funds, received from Abacus for liquidated damages, to the Colorado Office of Economic Development and International Trade within ten (10) calendar days of receipt.

20. Contractor certifies that the project and terms under which assistance is to be provided are appropriate and necessary due to insufficient funds in Contractor's operating budget.

21. Contractor shall notify the Colorado Office of Economic Development and International Trade in writing of an event of Abacus's non-performance as described in this Contract herein within ten (10) calendar days of such event.

Contractor shall notify the Colorado Office of Economic Development and International Trade in writing of changes in this project's funding commitments negotiated by and between the Contractor and other funding sources. The amount, terms and conditions of this grant are based, in part, on the participation of public and private financing. Any change in participation may materially affect the state's ability to participate as stated herein and shall require state approval.

22. By executing this contract, Contractor is certifying that Abacus's project site is within the Town of Elizabeth's jurisdictional boundaries.

23. Contractor shall submit an executed agreement in the amount of approximately Eighty Thousand and No/100 Dollars ($80,000) between Contractor and an interim lender which describes the funding that will be provided by the interim lender to complete the CDBG designated improvements in the event that such CDBG funds may not be made available until certain conditions of this contract have been met. In no event shall the interim lender be paid more than the principal amount of the interim loan balance that was used to complete the CDBG-funded improvements.

Such documentation shall be submitted on or before December 31, 2004 to the Colorado Office of Economic Development and International Trade for review by staff of the Colorado Office of Economic Development and International Trade and if necessary, the Governor's Financial Review Committee (FRC). **Contractor recognizes that such agreements are typically required prior to the issuance of a state contract; however, the FRC authorized the issuance of this contract based on the broad powers provided to the FRC in this specific provision. Should the Governor's Financial Review Committee determine that the documentation is not satisfactory for any reason, this conditional commitment and contract shall become null and void following the expiration of a ninety (90) day right to cure period.** Written notification of approval or non-approval of the documentation shall be provided to Contractor within thirty (30) days of its review by staff of the Colorado Office of Economic Development and International Trade and if necessary,

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the Governor's Financial Review Committee. No funds shall be disbursed for any CDBG-funded activity until this review has been completed.

24. Contractor shall be authorized to terminate this Contract prior to the contract expiration date, notwithstanding Paragraph 3, Page 1 of 14 Pages within the main body of this Contract, and Paragraph 15, Page 4 of 13 Pages within the main body of this Contract, in the event that the terms and conditions of this Contract have been satisfactorily completed prior to the expiration date. If the project has been satisfactorily completed prior to the contract's expiration date, Contractor shall initiate the close-out process in accordance with Section IX of the State's CDBG Guidebook.

2. **NATIONAL OBJECTIVE**

Abacus shall create a minimum of fifteen (15) new, full-time jobs in the Town of Elizabeth on or after the effective date of the state's contract and within two years of the effective date of the state's contract. At least fifty-one percent (51%) of the new, full-time jobs created by Abacus shall be held by low-to-moderate income persons. In the event more than fifteen (15) permanent jobs are created, Contractor and Abacus shall ensure that at least fifty-one percent (51%) of **all** jobs created (as a result of CDBG funds) are provided to low- and moderate-income persons.

3. **TIME OF PERFORMANCE**

The Project shall commence upon the full and proper execution of this Contract and the completion of the appropriate environmental review, and shall be completed on or before two (2) years from the effective date of this Contract. However, the Project time of performance may be extended by an Unilateral Amendment. To initiate this process, a written request shall be submitted to the State by the Contractor at least sixty (60) days prior to the contract's expiration date, and shall include a full justification for the extension request **and an extension of the personal guaranties required in Special Provision 1.b.11., Exhibit A, Scope of Services of this Contract.** In order to complete the Contract in the above time period, one hundred percent (100%) of funds provided through this Contract shall have been expended, unless the Colorado Office of Economic Development and International Trade and Contractor mutually agree to de-obligate a portion of such funds.

4. **BUDGET**

Project Activities:	Sources:	Project Costs:
Project Engineering (17B)	CDBG*	$ 10,000
Public Infrastructure (17B)	CDBG*	$ 280,000
Project Administration (21A)	CDBG*	$ 10,000
Private Investment	Abacus**	$1,143,142

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TOTAL $1,443,142

* Refer to Specific Provision 1.b.2. in this Exhibit for CDBG-funded activities.
** Refer to Specific Provisions 1.b.12. in this Exhibit for private investment sources.

Funds from sources other than CDBG shall not be considered matching funds subject to federal audit requirements.

5. **REMIT ADDRESS: (Address to where payments are to be sent)**

321 South Banner Street P.O. Box 159

Elizabeth, CO 80107

6. **PAYMENT SCHEDULE**

Payments shall be made in accordance with the provisions set forth in Paragraph 11 within the main body of this Contract; **however, only Two Hundred Twenty Thousand and No/100 Dollars ($220,000) shall be authorized for initial disbursement for use in accordance with the terms of this contract. Upon Contractor submitting documentation that Abacus has created a minimum of eleven new full-time equivalent jobs in accordance with the terms of this contract, the remaining Eighty Thousand and No/100 Dollars ($80,000) shall be disbursed at the rate of Twenty Thousand and No/100 Dollars ($20,000) for each additional full-time equivalent job created and documented by Abacus. Contractor shall ensure that Abacus meets the full-time equivalent job requirements contained in this contract, including ensuring that at least fifty-one percent (51%) of all new, full-time jobs created by the Company are provided to low- and moderate-income persons with appropriate supporting documentation.** Interim Payments shall be made upon written, approved requests submitted by the Contractor.

7. **CONTRACT MONITORING**

The Colorado Office of Economic Development and International Trade, on behalf of the Colorado Department of Local Affairs, shall monitor this Contract in accordance with the provisions set forth in Paragraph 21 within the main body of this Contract at least once during the contract period.

8. **REPORTING SCHEDULE**

Contractor shall provide quarterly financial and program reports to the Colorado Office of Economic Development and International Trade in accordance with the provisions set forth in Paragraph 18 within the main body of this Contract. Within ninety (90) days after

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completion of the Project, the Contractor shall submit to the Colorado Office of Economic Development and International Trade the Project Completion Report and Final Financial Status Report as required in the Close-Out Section of the State CDBG Guidebook.

EXHIBIT B
Effective March 2004

MAXIMUM INCOMES FOR "LOW-INCOME" AND "MODERATE-INCOME" HOUSEHOLDS -- in current (2003) dollars
(to be used only for CDBG projects funded under the 1988 and subsequent CDBG Program Guidelines)

"Low Income" is defined as being 50% of area median income. **"Moderate Income"** is defined as being 80% of area median income. Persons whose current household incomes do not exceed these maximum income limits are considered to be low and moderate income (LMI) persons in the CDBG program. CDBG grantees and applicants whose projects involve the individual selection and qualification of beneficiaries based on their current incomes (as is the case in housing rehabilitation, job creation and other "direct benefit" projects) must use these income limits in determining whether beneficiaries are LMI persons. CDBG grantees and applicants using Department-approved surveys to obtain information on the current incomes of project beneficiaries must use these income limits to estimate the LMI benefit of project activities.

		Household Size							
COUNTY	Type of Household	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
ADAMS COUNTY	Moderate Income	39150	44750	50350	55900	60400	64850	69350	73800
	Low Income	24450	27950	31450	34950	37750	40550	43350	46150
ALAMOSA COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
ARAPAHOE COUNTY	Moderate Income	39150	44750	50350	55900	60400	64850	69350	73800
	Low Income	24450	27950	31450	34950	37750	40550	43350	46150
ARCHULETA COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
BACA COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
BENT COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
BOULDER COUNTY	Moderate Income	40250	46000	51750	57500	62100	66700	71300	75900
	Low Income	30450	34800	39150	43500	47000	50450	53950	57400
BROOMFIELD COUNTY	Moderate Income	39150	44750	50350	55900	60400	64850	69350	73800
	Low Income	24450	27950	31450	34950	37750	40550	43350	46150
CHAFFEE COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
CHEYENNE COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
CLEAR CREEK COUNTY	Moderate Income	36300	41450	46650	51850	56000	60150	64300	68450
	Low Income	22700	25900	29150	32400	35000	37600	40200	42750
CONEJOS COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100

NOTE: Economic Development Projects, administered by the Office of Economic Development and International Trade, shall screen employees on the basis of family income according to these limits (instead of household income).

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COUNTY	Type of Household	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
COSTILLA COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
CROWLEY COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
CUSTER COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
DELTA COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
DENVER COUNTY	Moderate Income	39150	44750	50350	55900	60400	64850	69350	73800
	Low Income	24450	27950	31450	34950	37750	40550	43350	46150
DOLORES COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
DOUGLAS COUNTY	Moderate Income	39150	44750	50350	55900	60400	64850	69350	73800
	Low Income	24450	27950	31450	34950	37750	40550	43350	46150
EAGLE COUNTY	Moderate Income	40250	46000	51750	57500	62100	66700	71300	75900
	Low Income	26850	30700	34500	38350	41400	44500	47550	50600
ELBERT COUNTY	Moderate Income	40250	46000	51750	57500	62100	66700	71300	75900
	Low Income	29100	33250	37400	41550	44850	48200	51500	54850
EL PASO COUNTY	Moderate Income	34800	39750	44700	49700	53650	57650	61600	65600
	Low Income	21750	24850	27950	31050	33550	36000	38500	41000
FREMONT COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
GARFIELD COUNTY	Moderate Income	33950	38800	43650	48500	52350	56250	60100	64000
	Low Income	21200	24250	27250	30300	32700	35150	37550	40000
GILPIN COUNTY	Moderate Income	40250	46000	51750	57500	62100	66700	71300	75900
	Low Income	28600	32700	36750	40850	44100	47400	50650	53900
GRAND COUNTY	Moderate Income	35050	40050	45050	50100	54100	58100	62100	66100
	Low Income	21900	25050	28150	31300	33800	36300	38800	41300
GUNNISON COUNTY	Moderate Income	32800	37500	42200	46900	50650	54400	58150	61900
	Low Income	20500	23450	26350	29300	31650	34000	36350	38700
HINSDALE COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100

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COUNTY	Type of Household	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
HUERFANO COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
JACKSON COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
JEFFERSON COUNTY	Moderate Income	39150	44750	50350	55900	60400	64850	69350	73800
	Low Income	24450	27950	31450	34950	37750	40550	43350	46150
KIOWA COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
KIT CARSON COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
LAKE COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
LA PLATA COUNTY	Moderate Income	31750	36300	40800	45350	49000	52600	56250	59900
	Low Income	19850	22700	25500	28350	30600	32900	35150	37400
LARIMER COUNTY	Moderate Income	37250	42550	47900	53200	57450	61700	65950	70200
	Low Income	23300	26600	29950	33250	35900	38550	41250	43900
LAS ANIMAS COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
LINCOLN COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
LOGAN COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
MESA COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
MINERAL COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
MOFFAT COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
MONTEZUMA COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
MONTROSE COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100

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COUNTY	Type of Household	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
MORGAN COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
OTERO COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
OURAY COUNTY	Moderate Income	32600	37250	41900	46550	50300	54000	57750	61450
	Low Income	20350	23300	26200	29100	31450	33750	36100	38400
PARK COUNTY	Moderate Income	36050	41200	46350	51500	55650	59750	63900	68000
	Low Income	22550	25750	29000	32200	34800	37350	39950	42500
PHILLIPS COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
PITKIN COUNTY	Moderate Income	40250	46000	51750	57500	62100	66700	71300	75900
	Low Income	32200	36800	41400	46000	49700	53350	57050	60700
PROWERS COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
PUEBLO COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
RIO BLANCO COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
RIO GRANDE COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
ROUTT COUNTY	Moderate Income	37750	43150	48550	53900	58250	62550	66850	71150
	Low Income	23600	26950	30350	33700	36400	39100	41800	44500
SAGUACHE COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
SAN JUAN COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
SAN MIGUEL COUNTY	Moderate Income	39950	45650	51350	57050	61600	66150	70750	75300
	Low Income	24950	28500	32100	35650	38500	41350	44200	47050
SEDGWICK COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
SUMMIT COUNTY	Moderate Income	40250	46000	51750	57500	62100	66700	71300	75900
	Low Income	26650	30450	34250	38050	41100	44150	47200	50250
TELLER COUNTY	Moderate Income	37450	42800	48150	53500	57800	62100	66350	70650
	Low Income	23400	26750	30100	33450	36150	38800	41500	44150
WASHINGTON COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100
WELD COUNTY	Moderate Income	31000	35450	39900	44300	47850	51400	54950	58500
	Low Income	19400	22150	24950	27700	29900	32150	34350	36550
YUMA COUNTY	Moderate Income	28950	33100	37200	41350	44650	48000	51300	54600
	Low Income	18100	20700	23250	25850	27900	30000	32050	34100

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Exhibit 2-4

Employment Plan

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EMPLOYMENT PLAN

1. Current Annual Payroll — Contract Labor: $196,601.49; FTE Payroll: $65,568.24

2. Number of Current Employees: 2 And Number of Current Full-Time Jobs Equivalents: 11

3. Percent of Current Employees in the Following Job Categories:

Office: 16% Sales: 8% Technical: Production: 68% Professional: Managerial: 8% Other:

4. Please describe the CREATED or RETAINED positions anticipated as a result of the CDBG assistance. If positions are to be CREATED, the jobs must be CREATED after the effective date of the state=s contract. Please asterisk all positions which the business will make available to low- and moderate-income persons.

JOB TITLE	SKILL LEVEL	# FULL-TIME JOBS EQUIVA-LENTS	RATE OF PAY	PROJECTED DATE OF HIRE*
A. Data Entry*	Medium Technical	1	$10.00	11/01/2003
B. Courier*	General Labor	1	$9.00	11/01/2003
C. CDL Driver (National)*	Qualified Driver	1	% of Linehaul	04/01/2004
D. Commercial Sales*	Sales Experience	1	$13.00 + Comm.	05/01/2004
E. Mover*	General Labor	1	$11.00	05/01/2004
F. Residential Sales*	Sales Experience	1	$13.00	08/01/2004
G. Scale/RV Billing Clerk*	Office Work	1	$10.00	08/01/2004
H. CDL Driver*	Qualified Driver	1	$15.00	11/01/2004
I. Lead Movers*	Moving Experience	3	$15.00	11/01/2004
J. Receptionist*	Office Work	1	$11.00	11/01/2004
K. Mover*	General Labor	7	$11.00	05/01/2005
L. CDL Driver*	Qualified Driver	2	$15.00	05/01/2005

5. If jobs will be CREATED, describe the company=s proposed method of recruiting and hiring low-to-moderate income persons (such as advertisements, utilizing low-to-moderate income job/employment screening services, etc). Additionally, indicate who will be responsible for obtaining and reviewing the low-to-moderate income certifications. **Note: The business should maintain a file which consists of all documentation pertaining to the business= efforts to comply with the low-to-moderate income hiring requirements.**

The methods of recruitment will be primarily advertising in local news publications as well as referrals from current employees/FTE's. The person who will be responsible for maintaining all the documentation on the status of new hires will be the office manager.

6. As an attachment to the Employment Plan, the business will need to describe all benefits provided to employees. Types of potential benefits would include description of health insurance plans, dental insurance plans, life insurance options, short-term/long-term disability plans, day care provisions/subsidies, transportation provisions/subsidies, flex-time policies, flex-place policies, internal promotional policies, internal and external educational opportunities, retirement plans and community service involvement.

Full-time employees will be offered health coverage following a period of sixty (60) days of continuous employment. This will include a basic dental plan. The Company will pay for 50% of the costs associated with the rate for a single individual. Family coverage will be at the cost of the employee. Future plans include disability coverage for senior employees as well as retirement and profit-sharing. Flex-time is currently available where appropriate.

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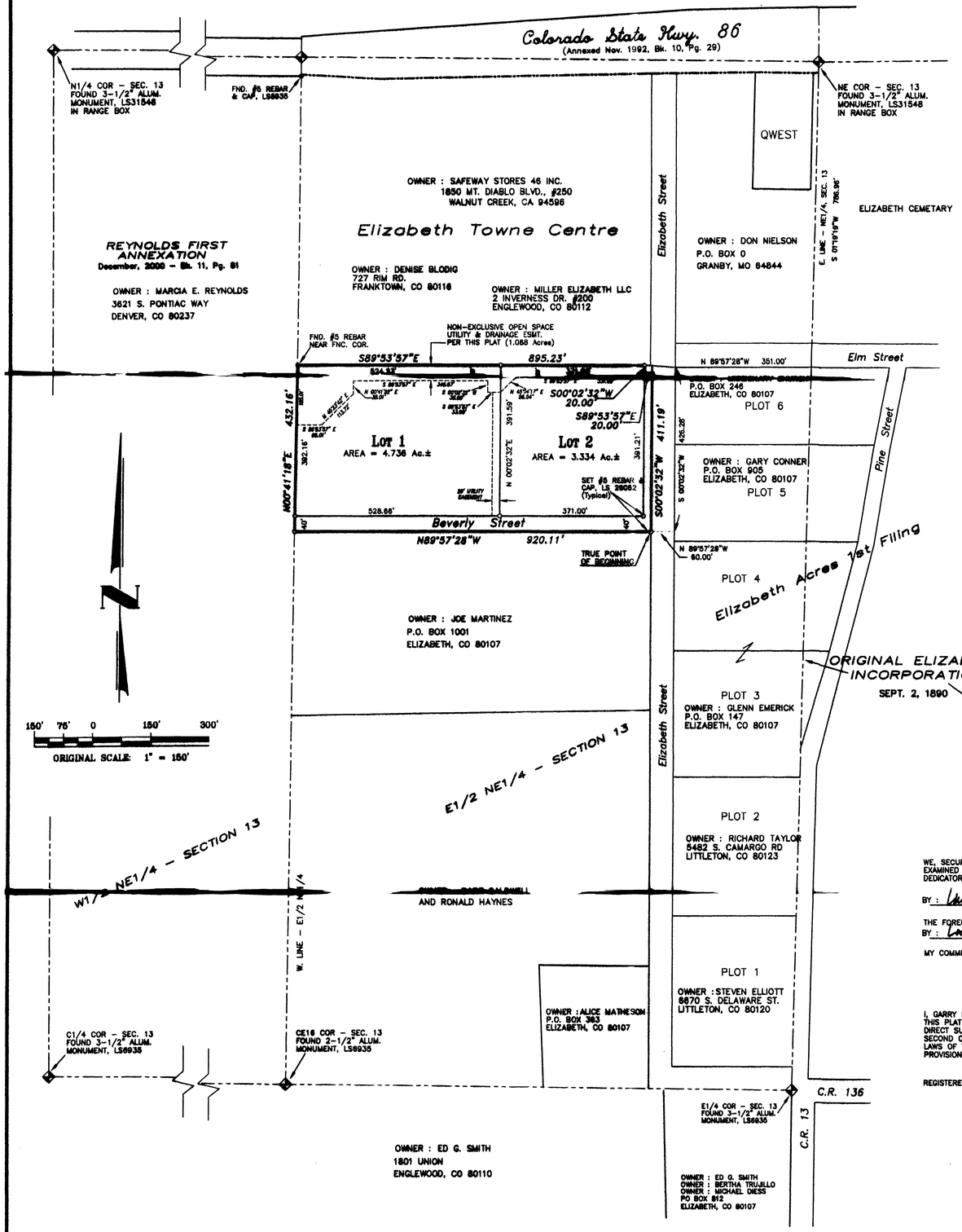
ELIZABETH STREET PLAZA

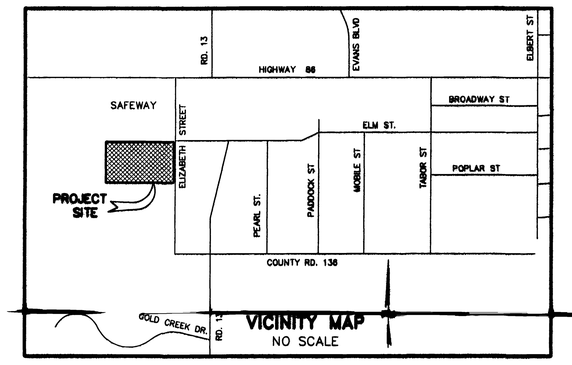
12-107

1/1

FINAL PLAT

PART OF THE NE1/4 OF THE NE1/4 OF SECTION 13, TOWNSHIP 8 SOUTH,
RANGE 65 WEST of the 6th. P.M., COUNTY OF ELBERT
STATE OF COLORADO





NOTES

1. THIS PLAT WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT BY SECURITY TITLE GUARANTEE COMPANY ORDER #ZO74470A02, DATED 09-23-02; AND NO TITLE SEARCH WAS CONDUCTED BY ME TO DETERMINE OWNERS OR EASEMENTS RECORDED OR UNRECORDED.
2. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE NE1/4 SECTION 13, T. 8 S., R. 65 W. AS EVIDENCED IN THE RECORDED DEED TO BEAR SOUTH 01°19'19" WEST, MONUMENTED AS SHOWN HEREON
4. MAINTENANCE OF THE HEREON DEPICTED NON-EXCLUSIVE OPEN SPACE, UTILITY & DRAINAGE EASEMENT (1.088 Ac.), SHALL BE THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNERS.

TITLE VERIFICATION

WE, SECURITY TITLE GUARANTY COMPANY, A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LANDS PLATTED HEREON, AND THAT TITLE TO SUCH LAND IS IN THE NAME OF THE DEDICATOR FREE AND CLEAR OF ALL LIENS, TAXES, AND ENCUMBRANCES.

BY : Doug R. Crowley AS Exe. V.P OF SECURITY TITLE GUARANTY CO.; DATE : 9/26/06

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 2 DAY OF Sept 2006 A.D.
BY : Laurry R. Crowley AS Exec. V.P. OF SECURITY TITLE GUARANTY CO.

MY COMMISSION EXPIRES 9/26/06 NOTARY PUBLIC Sandra Overton
ADDRESS

SANDRA OVERTON
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 9/26/2006

SURVEYOR'S CERTIFICATE

I, GARRY L. ROHLEDER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE IN DECEMBER OF 2002, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN SECOND ORDER ACCURACY OF 1:50,000; AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO REGARDING MONUMENTS, SUBDIVISIONS, OR SURVEYING OF LAND, AND ALL APPLICABLE PROVISIONS OF THE TOWN OF ELIZABETH SUBDIVISION REGULATIONS.

REGISTERED LAND SURVEYOR Garry L. Rohleder July 9, 2003
GARRY L. ROHLEDER, LS. 29062

COLORADO REGISTERED 29062 7/9/03 PROFESSIONAL LAND SURVEYOR

PREPARED BY

WLR SERVICES
13609 COUNTY RD. 94
ELBERT, COLORADO 80106
(303) 648-9755
FAX (303) 648-9757

J.N. 021101 DATE : APRIL, 2003 FILE "021101.DWG"

LEGAL DESCRIPTION

A TRACT OF LAND IN THENORTHEAST QUARTER OF THE NORTHEAST QUARTER OF (NE1/4 NE1/4), SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6th PRINCIPAL MERIDIAN, COUNTY OF ELBERT, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER, AND CONSIDERING THE EAST LINE OF SAID NORTHEAST QUARTER TO BEAR SOUTH 01°19'19" WEST, WITH ALL BEARINGS HEREIN RELATIVE THERETO; THENCE SOUTH 01°19'19" WEST, FOR 787.00 FEET ON SAID EAST LINE TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE FOR ELM STREET AS DEFINED IN THE PLAT OF ELIZABETH ACRES, AS RECORDED IN THE OFFICIAL RECORDS OF ELBERT COUNTY AT PLAT BOOK 2, PAGE 40;
THENCE NORTH 89°57'28" WEST, ALONG THE SOUTH LINE OF SAID ELM STREET, FOR 351.00 FEET TO THE NORTHWEST CORNER OF PLOT 6 OF SAID ELIZABETH ACRES;
THENCE SOUTH 00°02'32" WEST, ALONG THE WESTERLY BOUNDARY LINE OF SAID ELIZABETH ACRES, FOR 426.28 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF THAT TRACT DESCRIBED IN BOOK 272, PAGE 860 OF THE ELBERT COUNTY RECORDS;
THENCE NORTH 89°57'28" WEST, ALONG SAID NORTH LINE EXTENDED, FOR 60.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 89°57'28" WEST, ALONG THE NORTH LINE OF SAID TRACT, FOR 920.11 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE E1/2 OF THE NE1/4 OF SAID SECTION 13;
THENCE NORTH 00°41'18" EAST, ALONG SAID WEST LINE FOR 432.16 FEET TO THE SOUTHWEST CORNER OF THE ELIZABETH TOWNE CENTRE AS RECORDED IN PLAT BOOK 11, AT PAGE 3;
THENCE SOUTH 89°53'57" EAST, ALONG THE SOUTH LINE OF SAID ELIZABETH TOWNE CENTRE, FOR 895.23 FEET;
THENCE SOUTH 00°02'32" WEST, PARALLEL WITH AND 80 FEET WEST OF THE WESTERLY BOUNDARY LINE OF SAID ELIZABETH ACRES, FOR 20.00 FEET;
THENCE SOUTH 89°53'57" EAST, FOR 20.00 FEET, A POINT 60 FEET WEST OF SAID WEST LINE TO ELIZABETH ACRES;
THENCE SOUTH 00°02'32" WEST, PARALLEL WITH AND 60 FEET WEST OF THE WESTERLY BOUNDARY LINE OF SAID ELIZABETH ACRES, FOR 411.19 FEET TO THE TRUE POINT OF BEGINNING;
CONTAINS 8.085 ACRES, MORE OR LESS.

DEDICATION CERTIFICATE

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS IN THE LAND DESCRIBED HEREON, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, ROADS, AND EASEMENTS AS SHOWN HEREON UNDER THE NAME OF "ELIZABETH STREET PLAZA". THE ROADS & EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC R.O.W., UTILITIES, DRAINAGE, COMMUNICATIONS, AND ANY OTHER PURPOSES INDICATED. THE ENTITIES RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS & EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION MAINTENANCE & REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. THE DEDICATING OWNERS DO HEREBY RESERVE, UNTO THEMSELVES, THEIR HEIRS, FUTURE OWNERS AND ASSIGNS RIGHTS IN AND TO THE EASEMENTS SHOWN ON THIS PLAT.

BY : ROGER GOODHUE or LEANNE GOODHUE, AS MEMBER IN DESTINY VENTURES, LLC.

STATE OF COLORADO)
COUNTY OF ELBERT) ss

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 30th DAY OF November 2004 A.D.
BY DESTINY VENTURES, LLC. WITNESS MY OFFICIAL HAND AND SEAL.

MY COMMISSION EXPIRES 11-07-2007 NOTARY PUBLIC Jenna L. Brooks
ADDRESS

NOTARY PUBLIC STATE OF COLORADO

PLANNING COMMISSION APPROVAL

THE FINAL PLAT OF THE REAL PROPERTY SHOWN HEREON WAS REVIEWED BY THE PLANNING COMMISSION OF THE TOWN OF ELIZABETH, STATE OF COLORADO, AND SUBMITTED FOR APPROVAL THIS 22nd DAY OF March 2005 A.D. AS ATTESTED BY REPRESENTATIVES OF THE TOWN OF ELIZABETH, ELBERT COUNTY, COLORADO.

CHAIRPERSON SIGNATURE & DATE 11-22-04

BOARD OF TRUSTEES APPROVAL

THE FINAL PLAT OF THE REAL PROPERTY SHOWN HEREON IS HEREBY APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, STATE OF COLORADO, THIS 22nd DAY OF June 2005 A.D. AS ATTESTED BY REPRESENTATIVES OF THE TOWN OF ELIZABETH, ELBERT COUNTY, COLORADO.

TOWN CLERK SIGNATURE & DATE Jenna L. Brooks

MAYOR SIGNATURE & DATE

TOWN OF ELIZABETH INCORPORATED SEAL OCT. 24, 1890 ELBERT COUNTY COLORADO

RECORDING CERTIFICATE

STATE OF COLORADO)
COUNTY OF ELBERT) ss

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS 10th DAY OF December 2004 A.D.
AT 12 O'CLOCK PM AND WAS RECORDED AS RECEPTION NO. 456797 : B12 P107

ELBERT COUNTY CLERK & RECORDER (or DEPUTY)

ELBERT COUNTY SEAL COLORADO

456797 B12 P107

466773 09/28/2005 02:35P B676 P631 ORDIN
1 of 2 R 11.00 D 0.00 Elbert County

ORDINANCE 05-09

AN ORDINANCE REZONING CERTAIN PROPERTY WITHIN THE TOWN OF ELIZABETH TO HIGHWAY COMMERCIAL (B-1).

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

Section 1. Findings of Fact.

A. The Town desires to rezone certain property within the Town of Elizabeth, Colorado, which property is more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"), to Highway Commercial (B-1).

B. Public notice has been given of such rezoning by one publication in a newspaper of general circulation within the Town at least fifteen (15) days before the public hearing of such rezoning.

C. Written notice of such hearing on the proposed rezoning was sent by first class mail at least fifteen (15) days prior to the hearing to owners of property within three hundred (500) feet of the Property.

D. A need exists for rezoning the Property to Highway Commercial (B-1).

Section 2. The property identified in **Exhibit A** is hereby rezoned Highway Commercial (B-1).

Section 3. The Zoning Ordinance and Zoning Map are hereby amended to conform with the zoning change for the Property.

Section 4. 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 5. 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 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 6. The 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 23rd day of August, 2005.

Passed by a vote of 7 for and 0 against and ordered published.

Wendell C Wilson
Wendell C. Wilson, Mayor

ATTEST

Serena L Brooks
Serena L. Brooks, Town Clerk

TOWN OF ELIZABETH INCORPORATED COLORADO

07.29/05
H:\CLAMAY\LAND USE CASES\QWEST\ORDINANCE 05- REZONE.DOC

09/28/2005 02:35P B676 P631 ORDIN
R 11.00 D 0.00 Elbert County
496773
2 of 2

EXHIBIT A

Lot 2C, First Amendment Elizabeth Street Plaza, Town of Elizabeth, County of Elbert, and State of Colorado

One year petition+.

PETITION FOR ABATEMENT OR REFUND OF TAXES

Please submit in duplicate copies and answer all questions.

Date Received

Resolution 06-90

PETITIONER: Complete Section I on this side only

Section I:

Date July 26, 2006

Petitioner's Name:

Destiny Ventures LLC

P.O. Box 421

Franktown, CO 80116

SCHEDULE OR PARCEL NUMBER	ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
118173	Elizabeth Street Plaza Lot 2 Lot D

Petitioner states that the taxes assessed against the above property for property tax year 2005 are incorrect for the following reasons: (Briefly describe the circumstances surrounding the incorrect value or tax. (**The petitioner's estimate of actual value must be included.**) Attach additional sheets if necessary

Value was Stipulated on July 26, 2006, lowered value, abatement for 2005,

Petitioner's estimate of actual value 108,987

Petitioner requests an abatement or refund of the appropriate taxes associated with a reduction in value.

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been examined by me, and to the best of my knowledge, information and belief, is true, correct and complete.

Tom Goodwin Mgr

Petitioner

By_____ Phone Number (____)_____

Agent*

***Letter of agency must be attached when petition is submitted.**

Every petition for abatement or refund filed pursuant to section 39-10-114, C.R.S., shall be acted upon pursuant to the provisions of this section by the board of county commissioners or the assessor, as appropriate, within six months of the date of filing such petition. 39-1-113(1.7), C.R.S.

Section II: Assessor's Use Only

2005

Tax Year

	Assessed Value	Tax
Original	72,590	$7,072.88
Corrected	31,610	$3079.96
Abate/Refund	40980	$3,992.92

478930 10/17/2006 11:10A B688 P652 RES
1 of 2 R 0.00 D 0.00 Elbert County

(FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY)

RESOLUTION OF COUNTY COMMISSIONERS

RESOLUTION # 93028

Section I: In accordance with 39-1-113(1.5), C.R.S., the commissioners of Elbert County authorize the assessor to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of one thousand dollars or less per tract, parcel, or lot of land or per schedule of personal property.

For property tax year 2005 assessor and petitioner mutually agree to the corrected total assessed value of 31610 and to the corrected total taxes for 2005 3,079.96 The petitioner is due an abatement/refund of taxes in the amount for 2005 is 3,992.92

PLEASE NOTE: THE TOTAL TAX AMOUNT DOES NOT INCLUDE ACCRUED INTEREST, PENALTIES, AND FEES ASSOCIATED WITH LATE AND/OR DELINQUENT TAX PAYMENTS, IF APPLICABLE. PLEASE CONTACT YOUR COUNTY TREASURER FOR FULL PAYMENT INFORMATION.

Rea Goodlet Mgr. — Petitioner's Signature — Date

Laura Forbes — Assessor's or Deputy Assessor's Signature — Date 7/26/06

If **Section I** is not complete and/or if petition is for more than $1,000, **Section II** must be completed. **Submit an original petition and a copy to the Division of Property Taxation.**

Section II: Assessor's recommendation:
xx Approved or ☐ Approved in part $_____
No protest filed in 2005 (If a protest was filed, please attach a copy of NOD.)
Denied for the following reason(s):

Section III: WHEREAS, The County Commissioners of Elbert County, State of Colorado, at a duly and lawfully called regular meeting held on 10/11/06 (mo/day/yr), at which meeting there were present the following members: Chairperson Suzie Graeff, Vice Chair Stephen Stutz & Commissioner John Metli with notice of such meeting and an opportunity to be present having been given to the taxpayer and the Assessor of said County and Assessor Laura Forbes (Name) (being present/not present) and petitioner Destiny Ventures LLC (Name) (being present/not present) and WHEREAS, The said County Commissioners have carefully considered the within application, and are fully advised in relation thereto, NOW BE IT RESOLVED, That the Board agrees (agrees/does not agree) with the recommendation of the assessor and the petition be approved (approved/denied) and an abatement/refund be approved (approved/denied) for property tax year(s) 2005 and _____. The total taxes* to be abated or refunded are $ 3,992.92 which represents an assessed value* of $ 31,610 for property tax year(s) 2005 and _____. *If abating/refunding taxes for more than one year, add the taxes together for a total tax to be abated/refunded: likewise, add the corresponding assessed values together.

Suzie Graeff
Chairperson of the Board of County Commissioners

STATE OF COLORADO
ss.
County of Elbert

I, Amy L. Fordyce County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County at 1:23 PM (Time) this 17th (Date) day of October (Month) 2006 (Year)

SEAL

Amy L. Fordyce
County Clerk

By _____
Deputy County Clerk

ACTION OF THE PROPERTY TAX ADMINISTRATOR

Denver, Colorado, _____ (Month Day Year)

The action of the Board of County Commissioners, relative to the within petition, is hereby ☐ Approved; ☐ Approved in part $_____; ☐ Denied for the following reason(s):

_____
Secretary

_____
Property Tax Administrator

G:\USR\...\ABATE\FORMREV2

478930 10/17/2006 11:10A B688 P652 RES
2 of 2 R 0.00 D 0.00 Elbert County

One year petition+.

PETITION FOR ABATEMENT OR REFUND OF TAXES

Please submit in duplicate copies and answer all questions.

Date Received

Resolution 06-91

PETITIONER: Complete Section I on this side only

Section I:

Date July 26, 2006

Petitioner's Name:

Destiny Ventures LLC

P.O. Box 421

Franktown, CO 80116

SCHEDULE OR PARCEL NUMBER	ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
118172	Elizabeth Street Plaza Lot 2 LotC

Petitioner states that the taxes assessed against the above property for property tax year 2005 are incorrect for the following reasons: (Briefly describe the circumstances surrounding the incorrect value or tax. (**The petitioner's estimate of actual value must be included.**) Attach additional sheets if necessary

Value was Stipulated on July 26, 2006, lowered value, abatement for 2005,

Petitioner's estimate of actual value 108,987

Petitioner requests an abatement or refund of the appropriate taxes associated with a reduction in value.

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been examined by me, and to the best of my knowledge, information and belief, is true, correct and complete.

Mgr.

Petitioner

By_____ Phone Number (____)_____

Agent*

***Letter of agency must be attached when petition is submitted.**

Every petition for abatement or refund filed pursuant to section 39-10-114, C.R.S., shall be acted upon pursuant to the provisions of this section by the board of county commissioners or the assessor, as appropriate, within six months of the date of filing such petition. 39-1-113(1.7), C.R.S.

Section II: Assessor's Use Only

2005

Tax Year

	Assessed Value	Tax
Original	72,590	$7,072.88
Corrected	31,610	$3079.96
Abate/Refund	40980	$3,992.92

478931 10/17/2006 11:11A B688 P653 RES
1 of 2 R 0.00 D 0.00 Elbert County

(FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY)

RESOLUTION OF COUNTY COMMISSIONERS

RESOLUTION # 93028

Section I: In accordance with 39-1-113(1.5), C.R.S., the commissioners of Elbert County authorize the assessor to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of one thousand dollars or less per tract, parcel, or lot of land or per schedule of personal property.

For property tax year 2005 assessor and petitioner mutually agree to the corrected total assessed value of 31610 and to the corrected total taxes for 2005 3,079.96 The petitioner is due an abatement/refund of taxes in the amount for 2005 is 3,992.92

PLEASE NOTE: THE TOTAL TAX AMOUNT DOES NOT INCLUDE ACCRUED INTEREST, PENALTIES, AND FEES ASSOCIATED WITH LATE AND/OR DELINQUENT TAX PAYMENTS, IF APPLICABLE. PLEASE CONTACT YOUR COUNTY TREASURER FOR FULL PAYMENT INFORMATION.

Tom Goodloe Mgr. — Petitioner's Signature

Date

Laura Forbes — Assessor's or Deputy Assessor's Signature

7/26/06 — Date

If **Section I** is not complete and/or if petition is for more than $1,000, **Section II** must be completed. **Submit an original petition and a copy to the Division of Property Taxation.**

Section II: Assessor's recommendation:
xx Approved or ☐ Approved in part $_____
No protest filed in 2005 (If a protest was filed, please attach a copy of NOD.)
Denied for the following reason(s):

Section III: WHEREAS, The County Commissioners of Elbert County, State of Colorado, at a duly and lawfully called regular meeting held on 10/11/06 (mo day yr), at which meeting there were present the following members: Chairperson Suzie Graeff, Vice Chair Stephen Stutz & Commissioner John Moffit with notice of such meeting and an opportunity to be present having been given to the taxpayer and the Assessor of said County and Assessor Laura Forbes (Name) (being present/not present) and petitioner Destiny Ventures LLC (Name) (being present/not present), and WHEREAS, The said County Commissioners have carefully considered the within application, and are fully advised in relation thereto, NOW BE IT RESOLVED, That the Board agrees (agrees/does not agree) with the recommendation of the assessor and the petition be approved (approved/denied) and an abatement/refund be approved (approved/denied) for property tax year(s) 2005 and _____. The total taxes* to be abated or refunded are $3,992.92 which represents an assessed value* of $31,610 for property tax year(s) 2005 and _____. *If abating/refunding taxes for more than one year, add the taxes together for a total tax to be abated/refunded: likewise, add the corresponding assessed values together.

Suzie Graeff
Chairperson of the Board of County Commissioners

STATE OF COLORADO
ss.
County of Elbert

I, Amy L. Fordyce County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County at 1:25pm (Time) this 17th (Date) day of October (Month) 2006 (Year)

SEAL

Amy L. Fordyce
County Clerk

By: Lori Schulte
Deputy County Clerk

ACTION OF THE PROPERTY TAX ADMINISTRATOR

Denver, Colorado, _____ (Month Day Year)

The action of the Board of County Commissioners, relative to the within petition, is hereby ☐ Approved; ☐ Approved in part $_____; ☐ Denied for the following reason(s):

_____
Secretary

_____
Property Tax Administrator

G:\USR\...\ABATE\FORMREV2

478931 10/17/2006 11:11A B688 P653 RES
2 of 2 R 0.00 D 0.00 Elbert County

One year petition+.

PETITION FOR ABATEMENT OR REFUND OF TAXES

Please submit in duplicate copies and answer all questions.

Date Received

Resolution 06-92

PETITIONER: Complete Section I on this side only

Section I:

Date July 26, 2006

Petitioner's Name:

Destiny Ventures LLC

P.O. Box 421

Franktown, CO 80116

SCHEDULE OR PARCEL NUMBER	ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
118171	Elizabeth Street Plaza Lot 2 Lot B

Petitioner states that the taxes assessed against the above property for property tax year 2005 are incorrect for the following reasons: (Briefly describe the circumstances surrounding the incorrect value or tax. (**The petitioner's estimate of actual value must be included.**) Attach additional sheets if necessary

Value was Stipulated on July 26, 2006, lowered value, abatement for 2005,

Petitioner's estimate of actual value 108,855

Petitioner requests an abatement or refund of the appropriate taxes associated with a reduction in value.

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been examined by me, and to the best of my knowledge, information and belief, is true, correct and complete.

Tom Dodd Mgr

Petitioner

By_____ Phone Number (____)_____

Agent*

***Letter of agency must be attached when petition is submitted.**

Every petition for abatement or refund filed pursuant to section 39-10-114, C.R.S., shall be acted upon pursuant to the provisions of this section by the board of county commissioners or the assessor, as appropriate, within six months of the date of filing such petition. 39-1-113(1.7), C.R.S.

Section II: Assessor's Use Only

2005

Tax Year

	Assessed Value	Tax
Original	72,500	$7,064.12
Corrected	31,570	$3,076.06
Abate/Refund	40,930	$3,988.06

478932 10/17/2006 11:12A B688 P654 RES
1 of 2 R 0.00 D 0.00 Elbert County

(FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY)

RESOLUTION OF COUNTY COMMISSIONERS

RESOLUTION # 93028

Section I: In accordance with 39-1-113(1.5), C.R.S., the commissioners of Elbert County authorize the assessor to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of one thousand dollars or less per tract, parcel, or lot of land or per schedule of personal property.

For property tax year 2005 assessor and petitioner mutually agree to the corrected total assessed value of 31570 and to the corrected total taxes for 2005 3,988.06 The petitioner is due an abatement/refund of taxes in the amount for 2005 is 3,988.06

PLEASE NOTE: THE TOTAL TAX AMOUNT DOES NOT INCLUDE ACCRUED INTEREST, PENALTIES, AND FEES ASSOCIATED WITH LATE AND/OR DELINQUENT TAX PAYMENTS, IF APPLICABLE. PLEASE CONTACT YOUR COUNTY TREASURER FOR FULL PAYMENT INFORMATION.

Tom Doodle Mgr. — Petitioner's Signature — 7/27/06 — Date

Laura Forbes — Assessor's or Deputy Assessor's Signature — 7/26/06 — Date

If **Section I** is not complete and/or if petition is for more than $1,000, **Section II** must be completed. **Submit an original petition and a copy to the Division of Property Taxation.**

Section II: Assessor's recommendation:
xx Approved or ☐ Approved in part $_____
No protest filed in 2005 (If a protest was filed, please attach a copy of NOD.)
Denied for the following reason(s):

Section III: WHEREAS, The County Commissioners of Elbert County, State of Colorado, at a duly and lawfully called regular meeting held on 10/11/06 (mo/day/yr), at which meeting there were present the following members: Chairperson Suzie Graeff, Vice Chair Stephen Stuart, Commissioner John Metli
with notice of such meeting and an opportunity to be present having been given to the taxpayer and the Assessor of said County and Assessor Laura Forbes (Name) (being present/not present)
and petitioner Destiny Ventures LLC (Name) (being present/not present) and WHEREAS, The said County Commissioners have carefully considered the within application, and are fully advised in relation thereto, NOW BE IT RESOLVED, That the Board agrees (agrees/does not agree) with the recommendation of the assessor
and the petition be approved (approved/denied) and an abatement/refund be approved (approved/denied) for property tax year(s) 2005 and _____. The total taxes* to be abated or refunded are $ 3,988.06 which represents an assessed value* of $ 31,570 for property tax year(s) 2005 and _____. *If abating/refunding taxes for more than one year, add the taxes together for a total tax to be abated/refunded: likewise, add the corresponding assessed values together.

Suzie Graeff
Chairperson of the Board of County Commissioners

STATE OF COLORADO
ss.
County of Elbert

I, Amy L. Fordyce County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County at 11:27A (Time), this 11th (Date) day of October (Month), 2006 (Year).

SEAL

Amy L. Fordyce
County Clerk

By _____
Deputy County Clerk

ACTION OF THE PROPERTY TAX ADMINISTRATOR

Denver, Colorado, _____ (Month Day Year)

The action of the Board of County Commissioners, relative to the within petition, is hereby ☐ Approved; ☐ Approved in part $_____; ☐ Denied for the following reason(s):

_____
Secretary

_____
Property Tax Administrator

G:\USR\...\ABATE\FORMREV2

478932 10/17/2006 11:12A B688 P654 RES
2 of 2 R 0.00 D 0.00 Elbert County

One year petition+.

PETITION FOR ABATEMENT OR REFUND OF TAXES

Please submit in duplicate copies and answer all questions.

Date Received

Resolution 06-93

PETITIONER: Complete Section I on this side only

Section I:

Date July 26, 2006

Petitioner's Name:

Destiny Ventures LLC

P.O. Box 421

Franktown, CO 80116

SCHEDULE OR PARCEL NUMBER	ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
118170	Elizabeth Street Plaza Lot 2

Petitioner states that the taxes assessed against the above property for property tax year 2005 are incorrect for the following reasons: (Briefly describe the circumstances surrounding the incorrect value or tax. (**The petitioner's estimate of actual value must be included.**) Attach additional sheets if necessary

Value was Stipulated on July 26, 2006, lowered value, abatement for 2005,

Petitioner's estimate of actual value 108,987

Petitioner requests an abatement or refund of the appropriate taxes associated with a reduction in value.

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been examined by me, and to the best of my knowledge, information and belief, is true, correct and complete.

_____ Mgr
Petitioner

By_____ Phone Number (____)_____
Agent*

***Letter of agency must be attached when petition is submitted.**

Every petition for abatement or refund filed pursuant to section 39-10-114, C.R.S., shall be acted upon pursuant to the provisions of this section by the board of county commissioners or the assessor, as appropriate, within six months of the date of filing such petition. 39-1-113(1.7), C.R.S.

Section II: Assessor's Use Only

2005

Tax Year

	Assessed Value	Tax
Original	72,590	$7,072.88
Corrected	31,610	$3,079.96
Abate/Refund	40,980	$3,992.92

478933 10/17/2006 11:13A B688 P655 RES
1 of 2 R 0.00 D 0.00 Elbert County

(FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY)

RESOLUTION OF COUNTY COMMISSIONERS

RESOLUTION # 93028

Section I: In accordance with 39-1-113(1.5), C.R.S., the commissioners of Elbert County authorize the assessor to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of one thousand dollars or less per tract, parcel, or lot of land or per schedule of personal property.

For property tax year 2005 assessor and petitioner mutually agree to the corrected total assessed value of 31,610 and to the corrected total taxes for 2005 3,079,.96 The petitioner is due an abatement/refund of taxes in the amount for 2005 is 3,992.92

PLEASE NOTE: THE TOTAL TAX AMOUNT DOES NOT INCLUDE ACCRUED INTEREST, PENALTIES, AND FEES ASSOCIATED WITH LATE AND/OR DELINQUENT TAX PAYMENTS, IF APPLICABLE. PLEASE CONTACT YOUR COUNTY TREASURER FOR FULL PAYMENT INFORMATION.

Tony D Rock Mgr. — Petitioner's Signature — 7/27/06 — Date

Laura Forbes — Assessor's or Deputy Assessor's Signature — 7/26/06 — Date

If **Section I** is not complete and/or if petition is for more than $1,000, **Section II** must be completed. **Submit an original petition and a copy to the Division of Property Taxation.**

Section II: Assessor's recommendation:
xx Approved or ☐ Approved in part $_____
No protest filed in 2005 (If a protest was filed, please attach a copy of NOD.)
Denied for the following reason(s):

Section III: WHEREAS, The County Commissioners of Elbert County, State of Colorado, at a duly and lawfully called regular meeting held on 10/11/06 (mo/day/yr), at which meeting there were present the following members: Chairperson Suzie Graeff, Vice Chair Stephen Stutz Commissioner John Mertl with notice of such meeting and an opportunity to be present having been given to the taxpayer and the Assessor of said County and Assessor Laura Forbes (Name) (being present/not present) and petitioner DeStiny Ventures LLC (Name) (being present/not present), and WHEREAS, The said County Commissioners have carefully considered the within application, and are fully advised in relation thereto, NOW BE IT RESOLVED, That the Board agrees (agrees/does not agree) with the recommendation of the assessor and the petition be approved (approved/denied) and an abatement/refund be approved (approved/denied) for property tax year(s) 2005 and _____. The total taxes* to be abated or refunded are $3,992.92 which represents an assessed value* of $31,610 for property tax year(s) 2005 and _____. *If abating/refunding taxes for more than one year, add the taxes together for a total tax to be abated/refunded: likewise, add the corresponding assessed values together.

Suzie Graeff
Chairperson of the Board of County Commissioners

STATE OF COLORADO
ss.
County of Elbert

I, Amy L. Fordyce County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County at 1:28 pm (Time) this 11th (Date) day of October (Month) 2006 (Year)

SEAL

Amy L. Fordyce
County Clerk
By: Deputy County Clerk

ACTION OF THE PROPERTY TAX ADMINISTRATOR

Denver, Colorado, _____ (Month Day Year)

The action of the Board of County Commissioners, relative to the within petition, is hereby
☐ Approved; ☐ Approved in part $_____; ☐ Denied for the following reason(s):

Secretary
G:\USR\...\ABATE\FORMREV2

Property Tax Administrator

478933 10/17/2006 11:13A B688 P655 RES
2 of 2 R 0.00 D 0.00 Elbert County

502117 B: 711 P: 564 SWD
05/27/2009 09:32:09 AM Page: 1 of 2 R 11.00 D 0.00
Amy L. Fordyce Clerk/Recorder, Elbert County, Co

SPECIAL WARRANTY DEED

THIS DEED is made this 22nd day of APRIL, 2009, between Destiny Ventures, LLC, whose legal address is 8655 Arabian Run, Franktown CO 80116 Grantor, and the Town of Elizabeth, Colorado, whose legal address is 321 S. Banner St., Elizabeth, CO 80107, Grantee.

WITNESSETH, that Grantor for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns, forever, all water and water rights appurtenant to the real property in Elbert County, Colorado, described in Exhibit A attached hereto and made a part hereof by this reference (the "Real Property"), including, without limitation, any and all groundwater, not nontributary groundwater, and nontributary groundwater underlying the Real Property, including not nontributary groundwater in the Upper Dawson Aquifer, nontributary groundwater in the Lower Dawson Aquifer, nontributary groundwater in the Denver Aquifer, nontributary groundwater in the Arapahoe Aquifer, and nontributary groundwater in the Laramie-Fox Hills Aquifer underlying the Real Property, together with all consents to withdraw groundwater therefrom, all rights to construct wells therein, and all current wells, if any, therein.

TO HAVE AND HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, its successors and assigns forever. The Grantor, for himself, his heirs, personal representatives, successors and assigns, does covenant and agree that he shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

IN WITNESS WHEREOF the Grantor has caused this deed to be duly executed the day and year first above written.

Roger Goodhue MGR
Property Owner

STATE OF COLORADO)
) ss.:
COUNTY OF Elbert)

The foregoing instrument was acknowledged before me this 22nd day of April, 2009, by Roger Goodhue, as MANAGER of Destiny Ventures, LLC.

WITNESS my hand and official seal.

Notary Public Judy A Trent

My Commission Expires:

[SEAL] My Commission Expires 3/12/2011

STATE DOCUMENTARY FEE
MAY 27 2009
Date
$ 0.00

502117 B: 711 P: 564 SWD
05/27/2009 09:32:09 AM Page: 2 of 2 R 11.00 D 0.00
Amy L. Fordyce Clerk/Recorder, Elbert County, Co

EXHIBIT A

Lots 2A, 2B, 2C, 2C, Elizabeth Street Plaza, First Amendment, Town of Elizabeth, County of Elbert, State of Colorado.

548623 B: 757 P: 613 RES
02/11/2015 12:43:18 PM Page: 1 of 2 R 0.00 D
Dallas Schroeder Recorder, Elbert County, Co

STATE OF COLORADO }
}ss
COUNTY OF ELBERT }

At a regular meeting of the Board of County Commissioners of Elbert County, State of Colorado, held at the Elbert County Courthouse in Kiowa, Colorado 80117 on Wednesday, the 11th day of February, 2015, there were present:

Robert Rowland	County Commissioner and Chairman
Kelly Dore	County Commissioner and Vice-Chair
Larry Ross	County Commissioner
Sheryl Caldwell	Deputy and Clerk to the Board

When the following proceedings, among others, were had and done, to wit:

RESOLUTION NO. 15-05

DECISION OF THE ELBERT COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING THE PETITION FOR AN ABATEMENT OR REFUND OF TAXES OF THE PETITIONERS ROGER GOODHUE AND DESTINY VENTURES LLC, PARCEL NOS. 8513127002, 8513127001, 8513127003, AND 8513127004

WHEREAS, the Board of County Commissioners of Elbert County, Colorado conducted a hearing on the Petition of Roger Goodhue and Destiny Ventures LLC for the abatement or refund of taxes, on Wednesday, January 28, 2015, with an opportunity for the assessor and the taxpayer to be present, as required by C.R.S. 39-1-113 and C.R.S. 39-10-114; and

WHEREAS, the Board of County Commissioners provided at least seven days notice of the scheduled hearing, as required by C.R.S. 39-1-113 (5); and

WHEREAS, the Elbert County Assessor Billie Mills or her authorized representative was present, and the Petitioner appeared and presented testimony; and

WHEREAS, the Board of County Commissioners has carefully reviewed the Petition and supporting documents, and the testimony, documentation and recommendations of the Elbert County Assessor's Office, and is fully advised regarding the arguments and issues presented.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ELBERT COUNTY, COLORADO that the Board agrees with the recommendation of the Assessor, and that the petition is denied.

548623 B: 757 P: 613 RES
02/11/2015 12:43:18 PM Page: 2 of 2 R 0.00 D
Dallas Schroeder Recorder, Elbert County, Co

APPROVED AND ADOPTED this 11th day of February, 2015, decision effective and issued at the hearing on January 28, 2015.

Upon a Motion duly made and seconded, the foregoing resolution was adopted by the following vote:

AYE
ROBERT ROWLAND, COMMISSIONER AND CHAIRMAN

AYE
KELLY DORE, COMMISSIONER AND VICE- CHAIR

AYE
LARRY ROSS, COMMISSIONER

ATTEST: DALLAS SCHROEDER
COUNTY CLERK

BY: Sheryl B Caldwell
DEPUTY, CLERK TO THE BOARD

ELBERT COUNTY SEAL ORG FEB 13, 1874 COLORADO

EXHIBIT B

REFERRAL RESPONSE SUMMARY REPORT

Date: February 22, 2024

To: EO Investments LLC

From: Alexandra Cramer, Planner/Project Manager

Subject: Submittal 4 - A site plan for four (4) proposed regional commercial buildings; Replat of Lots 2A, 2B, 2C, 2D

Please see the following summary of review comments from Town staff/consultants and external reviewing agencies for your Site Plan and Final Plat submittals. For your convenience, this Referral Response Summary Report is formatting to serve as the cover letter for the resubmittal. Please complete this form by selecting whether or not each comment/change was made and note where to find the change made in the resubmittal documents. If you have questions about any comment, please do not hesitate to reach out to the reviewer who made the comment. You may also contact me at 303.646.4166 ext. 503 or via email at acramer@townofelizabeth.org if you have any questions.

TOWN REVIEW COMMENTS

Town of Elizabeth Community Development

- Approved.

CORE Engineering:

- Approved.

Elizabeth Public Works:

- Approved.

EXTERNAL REFERRAL AGENCY COMMENTS:

CORE Electric Cooperative:

- Approved.

Black Hills Energy

- No issues.

Stolfus & Associates:

- No further comments at this time.

▪ PO Box 159, 151 S. Banner Street ▪ Elizabeth, Colorado 80107 ▪ (303) 646-4166 ▪ Fax: (303) 646-9434 ▪ *www.townofelizabeth.org*

Elizabeth Fire Protection District:

- No further comments received at this time.

SAFEbuilt:

- No further comments received at this time.

Elizabeth School District

- No further comments received at this time.

Elizabeth Police Department

- No further comments received at this time.

Elbert County Community Development

- No further comments received at this time.

▪ PO Box 159, 151 S. Banner Street ▪ Elizabeth, Colorado 80107 ▪ (303) 646-4166 ▪ Fax: (303) 646-9434 ▪ *www.townofelizabeth.org*

Alexandra Cramer

From: Tyler Vodopich <TVodopich@liveyourcore.com>
Sent: Thursday, February 22, 2024 3:05 PM
To: Alexandra Cramer
Cc: Byron Glenn; Scott Pease
Subject: RE: Revised 4th Submittal - Elizabeth Street Plaza

Good afternoon Alex,

CORE has no further comments on these submittal documents, as of updates sent yesterday to Scott Pease. A link to the stamped documents and referral forms is below. Please feel free to let me know if you have any questions.

Link to Documents: 2024-02-22 4th Submittal Review - Elizabeth St Plaza

CORE

TYLER VODOPICH, PE
Project Engineer

3473 S. Broadway, Englewood, CO 80113
Phone 303-730-5964
TVodopich@liveyourcore.com \ liveyourcore.com

Would you please take 60 seconds to share your thoughts here?
LAND DEVELOPMENT \ ENERGY \ PUBLIC INFRASTRUCTURE

From: Alexandra Cramer <acramer@townofelizabeth.org>
Sent: Thursday, February 15, 2024 9:46 AM
To: Tyler Vodopich <TVodopich@liveyourcore.com>
Subject: Revised 4th Submittal - Elizabeth Street Plaza

Hi Tyler,

Please see the revised submittal for Elizabeth Street Plaza. The Dropbox link below will take you to the applicant's 4th submittal. Please have your review completed by Thursday, February 22nd. If there are any questions, please let me know.

https://www.dropbox.com/scl/fo/ieeblu7g4mm05329djv3l/h?rlkey=bw9ctkagot4w2bybbv5f8ylte&dl=0

Thank you,

Alexandra Cramer

Planner / Project Manager

Alexandra Cramer

From: Michael DeVol
Sent: Thursday, February 22, 2024 10:47 AM
To: Alexandra Cramer
Subject: RE: Revised 4th Submittal - Elizabeth Street Plaza

Alexandra,
Public Works has no comments or concerns for the 4th submittal.
Thank you,

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

From: Alexandra Cramer <acramer@townofelizabeth.org>
Sent: Thursday, February 15, 2024 9:49 AM
To: Michael DeVol <mdevol@townofelizabeth.org>
Subject: Revised 4th Submittal - Elizabeth Street Plaza

Hi Mike,

Please see the revised submittal for Elizabeth Street Plaza. The Dropbox link below will take you to the applicant's 4th submittal. Please have your review completed by Thursday, February 22nd. If there are any questions, please let me know.

https://www.dropbox.com/scl/fo/ieeblu7g4mm05329djv3l/h?rlkey=bw9ctkagot4w2bybbv5f8ylte&dl=0

Thank you,

Alexandra Cramer
Planner / Project Manager
Elizabeth, CO. 80107
Phone: 303-646-4166
acramer@townofelizabeth.org

Alexandra Cramer

From: Brooks Kaufman <BKaufman@core.coop>
Sent: Thursday, February 22, 2024 7:04 AM
To: Alexandra Cramer
Subject: RE: Revised 4th Submittal - Elizabeth Street Plaza

Good morning Alexandra

CORE Electric Cooperative approves the replat and site plan.

Respectfully

Brooks Kaufman
Lands and Rights of Way Manager

800.332.9540 MAIN
720.733.5493 DIRECT
303.912.0765 MOBILE

www.core.coop.

From: Alexandra Cramer <acramer@townofelizabeth.org>
Sent: Thursday, February 15, 2024 9:49 AM
To: Brooks Kaufman <BKaufman@core.coop>
Subject: Revised 4th Submittal - Elizabeth Street Plaza

[CAUTION:] This email is from an external source. Do not open links or attachments unless you trust the sender and confirm the content's safety.

Hi Brooks,

Please see the revised submittal for Elizabeth Street Plaza. The Dropbox link below will take you to the applicant's 4th submittal. Please have your review completed by Thursday, February 22nd. If there are any questions, please let me know.

https://www.dropbox.com/scl/fo/ieeblu7g4mm05329djv3l/h?rlkey=bw9ctkagot4w2bybbv5f8ylte&dl=0

Thank you,

Alexandra Cramer
Planner / Project Manager

REFERRAL RESPONSE SUMMARY REPORT

Date: January 31, 2024

To: EO Investments LLC

From: Alexandra Cramer, Planner/Project Manager

Subject: Submittal 3 - A site plan for four (4) proposed regional commercial buildings; Replat of Lots 2A, 2B, 2C, 2D

Please see the following summary of review comments from Town staff/consultants and external reviewing agencies for your Site Plan and Final Plat submittals. For your convenience, this Referral Response Summary Report is formatting to serve as the cover letter for the resubmittal. Please complete this form by selecting whether or not each comment/change was made and note where to find the change made in the resubmittal documents. If you have questions about any comment, please do not hesitate to reach out to the reviewer who made the comment. You may also contact me at 303.646.4166 ext. 503 or via email at acramer@townofelizabeth.org if you have any questions.

TOWN REVIEW COMMENTS

Town Engineering

Tyler Vodopich, CORE, Project Engineer tvodopich@liveyourcore.com

Final Plat:

1. Please have the developer sign the Drainage report on pg 2.
2. The Town is in process of reviewing the material and style of the proposed retaining wall on the west property line.
3. Minor Plat red lines are attached.

Site Plan:

1. Remove callout #19 from sht 2.
2. The type/color/size of the material specified for the 10' high retaining wall on the west property line is in the process of being reviewed by the Town.

Public Works Department – Water and Sewer Review

Mike DeVol, Elizabeth Public Works Director mdevol@townofelizabeth.org

1. There is concern that the drainage swale across from the library property was never installed. This will cause an issue with the Elizabeth Street Plaza storm drainage not dumping into the detention pond as designed.

▪ PO Box 159, 151 S. Banner Street ▪ Elizabeth, Colorado 80107 ▪ (303) 646-4166 ▪ Fax: (303) 646-9434 ▪ *www.townofelizabeth.org*

EXTERNAL REFERRAL AGENCY COMMENTS:

CORE Electric Cooperative:

- The proposed transformer locations will need to be adjusted to accommodate an 8'x'8' transformer.
- The landscape plan will need to meet the clearance requirements for transformers and EUSERC cabinets per CORE's builder handbook.
- There is a conflict with the storm pipe and the north 15-foot easement.

Black Hills Energy

- No issues.

Stolfus & Associates:

- No further comments at this time.

Elizabeth Fire Protection District:

- No further comments received at this time.

SAFEbuilt:

- No further comments received at this time.

Elizabeth School District

- No further comments received at this time.

Elizabeth Police Department

- No further comments received at this time.

Elbert County Community Development

- No further comments received at this time.

NEXT STEPS:
Please address all the above-referenced comments and email the required resubmittal documents to Alexandra Cramer at acramer@townofelizabeth.org. Please remember to complete this form by selecting whether or not each comment/change was made and note where to find the change made in the resubmittal documents. Then, date the form, save your changes, and return a PDF with your resubmittal. The Town acknowledges that project parameters could change based on these review comments. As such, the Town reserves the right to provide additional comments or requirements at the time when revised plans are submitted and reviewed.

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REFERRAL RESPONSE SUMMARY REPORT

Date: January 9, 2024

To: EO Investments LLC

From: Alexandra Cramer, Planner/Project Manager

Subject: A site plan for four (4) proposed regional commercial buildings; Replat of Lots 2A, 2B, 2C, 2D

Please see the following summary of review comments from Town staff/consultants and external reviewing agencies for your Site Plan and Final Plat submittals. For your convenience, this Referral Response Summary Report is formatting to serve as the cover letter for the resubmittal. Please complete this form by selecting whether or not each comment/change was made and note where to find the change made in the resubmittal documents. If you have questions about any comment, please do not hesitate to reach out to the reviewer who made the comment. You may also contact me at 303.646.4166 ext. 503 or via email at acramer@townofelizabeth.org if you have any questions.

TOWN REVIEW COMMENTS

Town Engineering

Tyler Vodopich, CORE, Project Engineer tvodopich@liveyourcore.com

Final Plat:
Please see attached blue lined comments for the final plat, site construction plans and final drainage report.

Applicant Response: ☐ Changes Made ☐ Changes Not Made
Applicant Comment:

▪ PO Box 159, 151 S. Banner Street ▪ Elizabeth, Colorado 80107 ▪ (303) 646-4166 ▪ Fax: (303) 646-9434 ▪ *www.townofelizabeth.org*

Public Works Department – Water and Sewer Review

Mike DeVol, Elizabeth Public Works Director mdevol@townofelizabeth.org

1. Please see attached blue lined comments from CORE Engineering for the final plat, site construction plans and final drainage report. Public Works comments have been included in them.

Applicant Response: ☐ Changes Made ☐ Changes Not Made
Applicant Comment:

EXTERNAL REFERRAL AGENCY COMMENTS:

CORE Electric Cooperative: Brooks Kaufman, Lands and Rights of Way Manager, BKaufman@core.coop Direct: 720.733.5493; Mobile: 303.912.0765

1. The proposed transformer locations will need be adjusted to accommodate an 8'x'8' transformer.
2. The landscape plan will need to meet the clearance requirements for transformers and EUSERC cabinets per CORE's builder handbook.
3. The site plan utility easements need to match the proposed plat utility easement.
4. See attached markups on construction plans.

Elizabeth Fire Protection District: Kara Gerczynski, Division Chief of Prevention and Administration, kara@elizabethfire.org

Site Plan:

1. Water Supply: The location of the hydrant is acceptable and meets the distance requirements for the hydrant.
2. Depending on the construction type of the buildings and theTown Hydrant System, an additional hydrant may be required, or an automatic sprinkler system can reduce the required fire flow.
3. See attached Elizabeth Fire Protection District Impact Fee Form.

Final Plat:

1. Access and water supply has been commented on the site plan.

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2. A new impact fee agreement for the new fees needs to be signed by the applicant.

NEXT STEPS:
Please address all the above-referenced comments and email the required resubmittal documents to Alexandra Cramer at acramer@townofelizabeth.org. Please remember to complete this form by selecting whether or not each comment/change was made and note where to find the change made in the resubmittal documents. Then, date the form, save your changes, and return a PDF with your resubmittal. The Town acknowledges that project parameters could change based on these review comments. As such, the Town reserves the right to provide additional comments or requirements at the time when revised plans are submitted and reviewed.

ATTACHMENTS:

- Engineering Redlined Comments from CORE Consultants, Inc.
  - Plat Amendment Blue Lined Comments
  - Final Drainage Report Red Lined Comments
  - Construction Plans Red Lined Comments
- CORE Electric Cooperative
  - Site Construction Plans Red Lined Comments
  - Building/Developer Service Requirements
- Elizabeth Fire Protection District
  - Impact Fee Form

▪ PO Box 159, 151 S. Banner Street ▪ Elizabeth, Colorado 80107 ▪ (303) 646-4166 ▪ Fax: (303) 646-9434 ▪ *www.townofelizabeth.org*

REFERRAL RESPONSE SUMMARY REPORT

Date: October 6, 2023

To: EO Investments LLC

From: Alexandra Cramer, Planner/Project Manager

Subject: A site plan for four (4) proposed regional commercial buildings; Replat of Lots 2A, 2B, 2C, 2D

Please see the following summary of review comments from Town staff/consultants and external reviewing agencies for your Site Plan and Final Plat submittals. For your convenience, this Referral Response Summary Report is formatting to serve as the cover letter for the resubmittal. Please complete this form by selecting whether or not each comment/change was made and note where to find the change made in the resubmittal documents. If you have questions about any comment, please do not hesitate to reach out to the reviewer who made the comment. You may also contact me at 303.646.4166 ext. 503 or via email at acramer@townofelizabeth.org if you have any questions.

TOWN REVIEW COMMENTS

Community Development Department

Alexandra Cramer, Town of Elizabeth acramer@townofelizabeth.org

PROJECT INFO: A site plan for four (4) proposed regional commercial buildings; Replat of Lots 2A, 2B, 2C, 2D

Summary review table of development standards for the RC, Regional Commercial District

District Standard	*RC District requirement*	*Substantial Compliance*
Height Restriction	35 feet	Please indicate on site plan.
Setbacks:		
Front	25 feet	Y
Rear	5 feet	Y
Interior Side	5 feet	Y
Street Side	10 feet	Y
Minimum Lot Size	2,500 SF	Y
Maximum Lot Coverage – under roof	50%	Y
Maximum Lot Coverage – minimum vegetation area	10%	Y
Minimum width of lot	50 feet	Y

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Site Plan:

1. Please indicate the proposed height of each building.

Applicant Response: ☐ Change Made ☐ Change Not Made
Applicant Comment:

2. Please label the northern interior side setback of Building C. Must be at least 5 feet of setback.

Applicant Response: ☐ Change Made ☐ Change Not Made
Applicant Comment:

3. Please provide a Site Development Agreement.

Applicant Response: ☐ Provided ☐ Not Provided
Applicant Comment:

Final Plat:

1. Please clean up the title block. Include "Being a Replat of Lots 2A, 2B, 2C and 2D" and revise quarter section (1/4) label.

Applicant Response: ☐ Change Made ☐ Change Not Made
Applicant Comment:

▪ PO Box 159, 151 S. Banner Street ▪ Elizabeth, Colorado 80107 ▪ (303) 646-4166 ▪ Fax: (303) 646-9434 ▪ *www.townofelizabeth.org*

2. Include the book and page number in the legal description.

Applicant Response: ☐ Change Made ☐ Change Not Made
Applicant Comment:

3. Label the dimensions of all easements and utilities.

Applicant Response: ☐ Change Made ☐ Change Not Made
Applicant Comment:

4. Delineate between the old and new lot numbers on page 2.

Applicant Response: ☐ Change Made ☐ Change Not Made
Applicant Comment:

Town Engineering

Andrew Kidder, CORE, Project Engineer dkidder@liveyourcore.com

Site Plan:
Please see attached red lined comments for site plan.

Applicant Response: ☐ Changes Made ☐ Changes Not Made
Applicant Comment:

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Final Plat:
Please see attached red lined comments for final plat, final drainage report and site construction plans.

Applicant Response: ☐ Changes Made ☐ Changes Not Made
Applicant Comment:

Public Works Department – Water and Sewer Review

Mike DeVol, Elizabeth Public Works Director mdevol@townofelizabeth.org

1. Inside Domestic Water Meter Sets are allowed for Commercial (depending on size Dana Kepner is our supplier for Sensus compatibility with our electronic read system).

Applicant Response: ☐ Changes Made ☐ Changes Not Made
Applicant Comment:

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2. Water Main installed on-site sizing is not indicated.

Applicant Response: ☐ Changes Made ☐ Changes Not Made
Applicant Comment:

3. The exterior Water Shut-off Valves are required to be 2" square nut same as a street valve. (I do not see line sizing on drawing)

Applicant Response: ☐ Changes Made ☐ Changes Not Made
Applicant Comment:

4. Please provide tap locations for Irrigation. (to be metered separately from domestic).

Applicant Response: ☐ Changes Made ☐ Changes Not Made
Applicant Comment:

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5. Building B appears to have a Grease/Sand/Oil interceptor attached to the Sanitary Sewer. Please provide Spec's for sizing.

Applicant Response: ☐ Changes Made ☐ Changes Not Made
Applicant Comment:

6. Each Building is required to have an exterior Clean-Out for Inspection and maintenance as needed.

Applicant Response: ☐ Changes Made ☐ Changes Not Made
Applicant Comment:

7. Will there be any food services/food prep areas? Will there be seating for food prep areas?

Applicant Response: ☐ Changes Made ☐ Changes Not Made
Applicant Comment:

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8. Snow removal must remain on-site and not pushed/stored across streets or within Public R.O.W

Applicant Response: ☐ Changes Made ☐ Changes Not Made
Applicant Comment:

Transportation

Matt Brown, Stolfus Senior Transportation Engineer Matt@stolfusandassociates.com

The purpose of this memo is to provide the Town of Elizabeth with review comments related to transportation topics for the above referenced project. The documents were reviewed using the Town Code, the Town of Elizabeth Street Plan, and applicable engineering standards. Please let me know if you have questions or require clarification from me on any of the topics discussed.

Site Plan:

1. The access to Elizabeth Street shall be limited to right-in, right-out only movements.

Applicant Response: ☐ Change Made ☐ Change Not Made
Applicant Comment:

Final Plat:
No comments.

SAFEbuilt – Building Department Review

Nick Chand, Building Official nchand@safebuilt.com

Site Plan:

1. Building takes no issues with proposed buildings.

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2. Buildings will go through plan review and comments will be generated then if needed for core shell.
3. Buildings may need to be sprinkled based on use and size.
4. Building site will need to meet all accessible requirements.

Final Plat:

1. Building takes no issues with proposed buildings.
2. Buildings will go through plan review and comments will be generated then if needed for core shell.
3. Buildings may need to be sprinkled based on use and size.
4. Building site will need to meet all accessible requirements.

EXTERNAL REFERRAL AGENCY COMMENTS:

CORE Electric Cooperative: Brooks Kaufman, Lands and Rights of Way Manager, BKaufman@core.coop Direct: 720.733.5493; Mobile: 303.912.0765

1. CORE Electric Cooperative does not approve the construction plans.
2. The applicant will be required to relocate a storm drain due to dry utility conflict.
3. The applicant will be required to provide transformer and EUSERC cabinet locations for each building per the attached CORE Builder Handbook (see attached CORE Builder Handbook).
4. See attached markups on construction plans.

Elizabeth Fire Protection District: Kara Gerczynski, Division Chief of Prevention and Administration, kara@elizabethfire.org

Site Plan:

1. Hydrants: Hydrants will be required to reach all parts of the building within 400 feet for non-sprinklered and 600 feet for buildings with fire sprinklers
2. Access: This plan shows better access to the buildings.
3. Fire Flow: The Town of Elizabeth Water District can handle the fire flow for the buildings.
4. Responder Radio Coverage will need to be tested at the completion of the buildings.
5. Addressing: The applicant will work with the fire department addressing the buildings.
6. An impact fee agreement needs to be signed by the applicant. It is attached to this review.

Final Plat:

1. Final plat is approved.
2. The applicant needs to enter into an impact fee agreement for the properties. The form is attached. Building permits pulled after 12-31-23 will be on the new impact fee schedule. (See attached Impact Fee Schedule and Form)

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Elizabeth Police Department: Jeff Engel, Police Chief, jengel@townofelizabeth.org

1. No objections.

Elbert County Community and Development Services: Catherine Armstrong, Land Use Planner, Catherine.Armstrong@elbertcounty-co.gov

1. No objections.

NEXT STEPS:
Please address all the above-referenced comments and email the required resubmittal documents to Alexandra Cramer at acramer@townofelizabeth.org. Please remember to complete this form by selecting whether or not each comment/change was made and note where to find the change made in the resubmittal documents. Then, date the form, save your changes, and return a PDF with your resubmittal. The Town acknowledges that project parameters could change based on these review comments. As such, the Town reserves the right to provide additional comments or requirements at the time when revised plans are submitted and reviewed.

ATTACHMENTS:
- Engineering Redlined Comments from CORE Consultants, Inc.
  - Site Plan Red Lined Comments
  - Plat Amendment Red Lined Comments
  - Final Drainage Report Red Lined Comments
  - Construction Plans Red Lined Comments
- CORE Electric Cooperative
  - Site Construction Plans Red Lined Comments
  - Building/Developer Service Requirements
- Elizabeth Fire Protection District
  - Site Plan Review Form
  - Impact Fee Schedule
  - Impact Fee Form

▪ PO Box 159, 151 S. Banner Street ▪ Elizabeth, Colorado 80107 ▪ (303) 646-4166 ▪ Fax: (303) 646-9434 ▪ *www.townofelizabeth.org*

ELIZABETH STREET PLAZA
SECOND AMENDMENT

BEING A REPLAT OF LOT 2, ELIZABETH STREET PLAZA,
LYING IN THE NE 1/4 OF THE NE 1/4 OF SECTION 13, TOWNSHIP 8 SOUTH,
RANGE 65 WEST OF THE 6TH P.M., COUNTY OF ELBERT,
STATE OF COLORADO.
SHEET 1 OF 2

LOTS 2A, 2B, 2C, 2D
ELIZABETH STREET PLAZA FIRST AMENDMENT

1/4

1/4

TOWN OF ELIZABETH

ADD TOTAL ACREAGE AND NUMBER OF LOTS

BASIS OF BEARINGS: THE BEARINGS SHOWN HEREON ARE...

Title Commitments to be current within 30 days

NOTES

1. THIS PLAT WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT BY STEWART TITLE GUARANTEE COMPANY COMMITMENT NUMBER 1713462, DATED MAY 9, 2022 AT 8:00 A.M.; AND NO TITLE SEARCH WAS CONDUCTED BY ME TO DETERMINE OWNERS OR EASEMENTS RECORDED OR UNRECORDED.

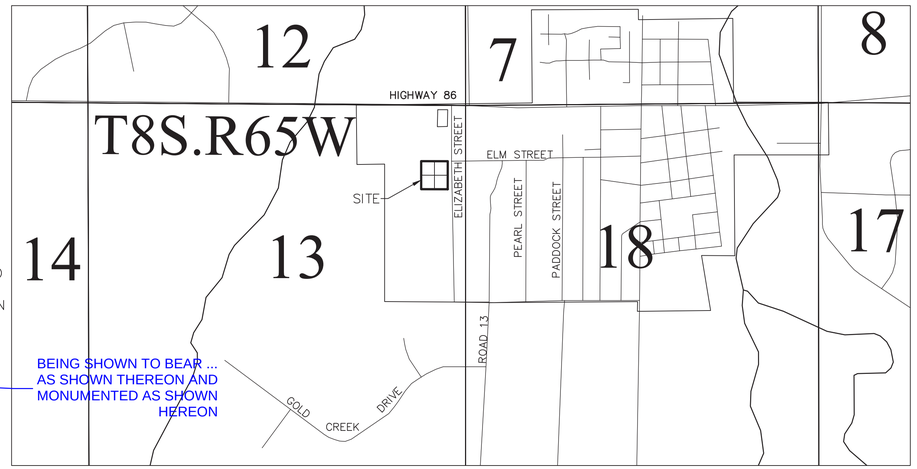
2. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT, IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

3. BASIS OF BEARING ARE BASED ON THE WEST LINE OF ELIZABETH STREET PLAZA FIRST AMENDMENT BEARING N00°02'32"E MONUMENTED AS SHOWN.

BEING SHOWN TO BEAR ... AS SHOWN THEREON AND MONUMENTED AS SHOWN HEREON

4. MAINTENANCE OF THE HEREON DEPICTED NON-EXCLUSIVE OPEN SPACE, UTILITY & DRAINAGE EASEMENT (1.088 AC), SHALL BE THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNERS.

5. TOTAL ACRES IS 3.334 MORE OR LESS.



VICINITY MAP
SCALE 1" = 1000'

LEGAL DESCRIPTION

FIRST AMENDMENT

LOTS 2A, 2B, 2C, AND 2D, ELIZABETH STREET PLAZA, COUNTY OF ELBERT, STATE OF COLORADO.

ADD RECEPTION NO. / BOOK & PAGE FOR PLAT

DEDICATION CERTIFICATE

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDER OF OTHER INTERESTS IN THE LAND DESCRIBED HEREON, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, AND EASEMENTS AS SHOWN HEREON UNDER THE NAME OF "ELIZABETH STREET PLAZA SECOND AMENDMENT". THE ROADS AND EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC R.O.W., UTILITIES, DRAINAGE, COMMUNICATIONS, AND ANY OTHER PURPOSES INDICATED. THE ENTITIES RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. THE DEDICATING OWNERS DO HEREBY RESERVE, UNTO THEMSELVES, THEIR HEIRS, FUTURE OWNERS AND ASSIGNS RIGHTS IN AND TO THE EASEMENTS SHOWN ON THIS PLAT.

REFER TO TOWN OF ELIZABETH MUNICIPAL CODE SEC. 16-3-90(H) FOR LANGUAGE AND LAYOUT OF DEDICATION CERTIFICATION BLOCK

BY: ELAINE R. CAIN, EO INVESTMENTS LLC, A COLORADO LIMITED LIABILITY COMPANY

STATE OF COLORADO)
COUNTY OF ELBERT) SS

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____ 20___A.D. BY _____. WITNESS MY OFFICIAL HAND AND SEAL

MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____
ADDRESS _____

PLANNING COMMISSION APPROVAL

THE FINAL PLAT OF THE REAL PROPERTY SHOWN HEREON WAS REVIEWED BY THE PLANNING COMMISSION OF THE TOWN OF ELIZABETH, STATE OF COLORADO, AND SUBMITTED FOR APPROVAL THIS ___ DAY OF _____ 2023 A.D. AS ATTESTED BY REPRESENTATIVES OF THE TOWN OF ELIZABETH, ELBERT COUNTY, COLORADO.

TOWN OF ELIZABETH MUNICIPAL CODE REQUIRES PLANNING COMMISSION CERTIFICATION BLOCK FOR REPLAT BUT DOES NOT SPECIFY LANGUAGE AND LAYOUT OF THE BLOCK, CONTINUE WITH THIS FORMAT

_____
CHAIRPERSON SIGNATURE AND DATE

BOARD OF TRUSTEES APPROVAL

THE FINAL PLAT OF THE REAL PROPERTY SHOWN HEREON IS HEREBY APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, STATE OF COLORADO, THIS __ DAY OF _____ 2023 A.D. AS ATTESTED BY REPRESENTATIVES OF THE TOWN OF ELIZABETH, ELBERT COUNTY, COLORADO.

REFER TO TOWN OF ELIZABETH MUNICIPAL CODE SEC. 16-3-90(E)(4) FOR LANGUAGE AND LAYOUT OF BOARD OF TRUSTEES CERTIFICATION BLOCK

_____ _____
TOWN CLERK SIGNATURE AND DATE MAYOR SIGNATURE AND DATE

TITLE VERIFICATION

WE, STEWART TITLE GUARANTEE COMPANY, A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY
THAT WE HAVE EXAMINED THE TITLE OF ALL LANDS PLATTED HEREON, AND THAT TITLE TO SUCH LAND IS IN THE NAME OF THE DEDICATOR FREE AND CLEAR OF ALL LIENS, TAXES, AND ENCUMBRANCES.

BY: _____ AS _____OF STEWART TITLE GUARANTEE COMPANY.; DATE: _____

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____ 20___ A.D.

BY: _____ AS _____OF STEWART TITLE GUARANTEE COMPANY.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____
ADDRESS _____

REFER TO TOWN OF ELIZABETH MUNICIPAL CODE SEC. 16-3-90(F) FOR LANGUAGE AND LAYOUT OF TITLE VERIFICATION CERTIFICATION BLOCK

SURVEYOR'S CERTIFICATE

I, RAYMOND W. BAYER, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE IN MAY OF 2023, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS LAND SECOND ORDER ACCURACY OF 1:50,000; AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE TOWN OF ELIZABETH SUBDIVISION REGULATIONS.

REGISTERED LAND SURVEYOR _____
RAYMOND W. BAYER, LS 6973

REFER TO TOWN OF ELIZABETH MUNICIPAL CODE SEC. 16-3-90(C) FOR LANGUAGE AND LAYOUT OF SURVEYOR'S CERTIFICATION BLOCK

PREPARED BY:

R.W. BAYER & ASSOCIATES, INC.
12170 TEJON STREET, UNIT 700
WESTMINSTER, COLORADO 80234
(303)452-4433
RWBSURVEYING@HOTMAIL.COM

CAD FILE: 23064/23064.DWG
PAGE 1 OF 2
DATE PREPARED: MAY 01, 2023

BLOCK IN LOWER RIGHT CORNER OF ALL SHEETS USE INFORMATION IN CURRENT BLOCK (LEFT OF THIS TEXT) AND ADD NAMES AND ADDRESSES OF THE APPLICANT & DEVELOPER

RECORDING CERTIFICATE

STATE OF COLORADO)
COUNTY OF ELBERT) SS
)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS ___ DAY OF _____ 2023 A.D. AT _____ O'CLOCK AM/PM AND WAS RECORDED AT RECEPTION NO. _____;

_____
ELBERT COUNTY CLERK & RECORDER (OR DEPUTY)

ELIZABETH STREET PLAZA
SECOND AMENDMENT

BEING A REPLAT OF LOT 2, ELIZABETH STREET PLAZA,
LYING IN THE NE 14 OF THE NE 14 OF SECTION 13, TOWNSHIP 8 SOUTH,
RANGE 65 WEST OF THE 6TH P.M., COUNTY OF ELBERT,
STATE OF COLORADO.
SHEET 2 OF 2

APPLY COMMENTS FROM SHEET 1

DISPLAY TIES TO ALIQUOT SECTION CORNERS AND TO THE STATE GRID, IF AVAILABLE, WHICH SHOW DIMENSIONS OF ALL PRIMARY BOUNDARY SURVEY CONTROL POINTS WITH COMPLETE MONUMENT AND LOCATION DESCRIPTIONS

ADD RECEPTION NO. OR BOOK & PAGE FOR PREVIOUS PLAT THAT ORIGINALLY DEDICATED THIS EASEMENT AND MASK TEXT TO REMOVE OVERSTRIKE WITH LINEWORK

DESCRIBE DIAMETER & MAKE (ADD COLOR IF A PLASTIC CAP) OF CAP ATTACHED TO REBAR

N
W E
S

0 30 60 Feet

SCALE 1" = 30'

ELIZABETH TOWN CENTER

ELM STREET
(30' ROW)

LEGEND
- FOUND NO. 5 REBAR AND NO CAP
- FOUND NO. 5 REBAR AND CAP PLS 29052

EXPAND LEGEND TO INCLUDE ALIQUOT CORNER, EXISTING / PROPOSED / DELETED LINETYPES

ADD RECEPTION NO. OR BOOK & PAGE FOR PREVIOUS PLAT THAT ORIGINALLY DEDICATED THIS EASEMENT AND ADD (TO REMAIN)

NON-EXCLUSIVE OPEN SPACE UTILITY AND DRAINAGE EASEMENT PER PREVIOUS PLAT

15.0' UTILITY EASEMENT BY THIS PLAT

S89°53'57"E 106.64'
S89°53'57"E 371.00'
S89°53'57"E 259.36'
30.0' DRAINAGE AND UTILITY EASEMENT (TO REMAIN)
S00°05'02"W 53.66'
15.0' UTILITY EASEMENT BY THIS PLAT

CHECK ESMT WIDTH. THIS ESMT SCALES CLOSER TO 10' WIDE

REMOVE ANY PORTION OF PROPOSED EASEMENTS THAT LIE WITHIN ROW OR AREA TO BE DEDICATED FOR ROW

S89°55'53"E 40.15'

LOT 4
0.682 ACRES ±
29,707 SQUARE FEET ±
LOT 2A

LOT 1
0.928 ACRES ±
40,441 SQUARE FEET ±
LOT 2B

10'
25.00'
10.0' UTILITY EASEMENT BY THIS PLAT
N00°02'32"E 209.58'
S00°05'02"W 121.16'
S00°02'32"W 174.48'

ALL EASEMENTS THAT ARE BEING DEDICATED BY THIS PLAT NEED TO BE DIMENSIONED OR HAVE TAGS WITH A CORRESPONDING TABLE.
FOR CLARITY, ALL EASEMENTS BEING DEDICATED BY THIS PLAT NEED TO HAVE A DIFFERENT LINETYPE THAN THE EXISTING EASEMENTS.
SUGGEST EXISTING ESMTS USE A LONG DASHED LINE AND ESMTS DEDICATED BY THIS PLAT USE A SHORTER DASHED (OR HIDDEN) LINETYPE.

DEFINE AND DIMENSION EASEMENTS - MAY NEED A DETAIL FOR CLARITY

REMOVE ANY PORTION OF PROPOSED EASEMENTS THAT LIE WITHIN ROW OR AREA TO BE DEDICATED FOR ROW

N89°59'48"W 219.34'
N89°59'48"W 186.54'
S89°59'48"E 32.80'
S00°00'00"E 34.52'
X'
X'
30.0' ACCESS, FIRE LANE AND UTILITY EASEMENT BY THIS PLAT
S00°02'32"W 391.20'

LOT 1
ELIZABETH STREET PLAZA

BASIS OF BEARINGS
WEST LINE, ELIZABETH STREET PLAZA FIRST AMENDMENT

N00°02'32"E 391.59'
S90°00'00"W 179.49'

ELIZABETH STREET
(80' ROW)

ELIZABETH ACRES
FIRST FILING

ELIZABETH STREET PLAZA FIRST AMENDMENT

60.0' ACCESS AND UTILITY EASEMENT (TO REMAIN) VACATED BY THIS PLAT

ADD RECEPTION NO. OR BOOK & PAGE FOR PREVIOUS PLAT THAT ORIGINALLY DEDICATED THIS EASEMENT

LOT 3
0.730 ACRES ±
31,795 SQUARE FEET ±
LOT 2C

LOT 2
0.906 ACRES ±
39,478 SQUARE FEET ±
LOT 2D

S00°02'32"W 177.01'
S00°00'00"E 177.14'
N00°00'00"E 211.86'
N00°02'32"E 211.79'
5.0' ROW DEDICATED TO THE TOWN OF ELIZABETH BY THIS PLAT
80'

Deleted lot lines (lines being vacated) to be shown in dashed lines, or screened, with a note and arrow pointing to the item being vacated, stating that the lot line or easement is hereby vacated.
Dashed lines will be graphically different for existing vs proposed vs deleted with a legend provided.

THIS 60' ACCESS AND UTILITY EASEMENT IS BEING VACATED BY THIS PLAT AND NEEDS TO BE DISTINGUISHED FROM THE EASEMENTS BEING DEDICATED IN THIS AREA. SUGGEST USING A LONG DASHED LINE FOR EXISTING AND ADD A LIGHTER HATCHING (SCREENING) TO SHOW THE EXTENTS OF THE AREA BEING VACATED. ADD TO LEGEND AS WELL

DEFINE AND DIMENSION EASEMENTS - MAY NEED A DETAIL FOR CLARITY

20' 20.0' UTILITY EASEMENT (TO REMAIN)
REC. 456830 (TO REMAIN)

25.0' ACCESS AND UTILITY EASEMENT BY THIS PLAT

15.0' UTILITY EASEMENT BY THIS PLAT

CHECK ESMT WIDTH. THIS ESMT SCALES CLOSER TO 10' WIDE

N89°57'33"W 179.62'
N89°57'28"W 371.00'
S89°57'23"E 186.38'
X'
20.0' UTILITY EASEMENT BY THIS PLAT
5.0' ROW DEDICATED TO THE TOWN OF ELIZABETH BY THIS PLAT

80'

BEVERLY STREET
(80' ROW)

REMOVE ANY PORTION OF PROPOSED EASEMENTS THAT LIE WITHIN ROW OR AREA TO BE DEDICATED FOR ROW

PREPARED BY:

R.W. BAYER & ASSOCIATES, INC.
12170 TEJON STREET, UNIT 700
WESTMINSTER, COLORADO 80234
(303)452-4433
RWBSURVEYING@HOTMAIL.COM
CAD FILE: 23064/23064.DWG
PAGE 2 OF 2
DATE PREPARED: MAY 01, 2023

BLOCK IN LOWER RIGHT CORNER OF ALL SHEETS USE INFORMATION IN CURRENT BLOCK (ABOVE THIS TEXT) AND ADD NAMES AND ADDRESSES OF THE APPLICANT & DEVELOPER

EXHIBIT C

PUBLISHER'S AFFIDAVIT

STATE OF COLORADO)
) ss.
COUNTY OF ELBERT)

I, Jenna Lister, do solemnly affirm that I am the Publisher of RANCHLAND NEWS; that the same is a weekly newspaper published at Simla, County of Elbert, State of Colorado, and has a general circulation therein; that said newspaper has been continuously and uninterruptedly published in said County of Elbert for a period of at least 52 consecutive weeks next prior to the first publication of the annexed notice, that said newspaper is entered in the post office at Calhan, Colorado as second class mail matter and that said newspaper is a newspaper within the meaning of the Act of the General Assembly of the State of Colorado, approved March 30, 1923, and entitled "Legal Notices and Advertisements," with other Acts relating to the printing and publishing of legal notices and advertisements. That the annexed notice was published in the regular and entire issue of said newspaper, once each week for one successive weeks; that the first publication of said notice was in the Issue of said newspaper dated;

March 14, 2024

and the last publication of said notice was in the issue of said newspaper dated;

March 14, 2024

and that copies of each number of said paper in which said notice and/or list was published were delivered by carriers or transmitted by mail to each of the subscribers of said newspaper, Ranchland News, according to the accustomed mode of business in this office.

Jenna Lister
Publisher

The above certificate of publication was subscribed and affirmed to before me, a Notary Public, to be the identical person described in the above certificate, on the

14 day of March, 2024

Nikki Lister
Notary Public

April 15, 2024
(My Notary Public Commission Expiration Date)

NICHOLE LISTER
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20204013793
MY COMMISSION EXPIRES APR 15, 2024

NOTICE OF PUBLIC HEARINGS

Notice is hereby given that the Planning Commission and Board of Trustees shall hold public hearings concerning a replat application for the project known as Elizabeth Street Plaza Second Amendment located on property described in Exhibit A and a site plan application for the project known as Elizabeth Street Plaza located on property described in Exhibit B and generally located at S Elizabeth Street and W Beverly Street pursuant to the Town of Elizabeth Land Development Ordinance.

The public hearings are to be held before the Planning Commission on April 2, 2024 at 6:30 p.m. and Board of Trustees on April 23, 2024 at 7:00 p.m., or as soon as possible thereafter. The public hearings shall be held in the Town Hall, 151 South Banner Street, Elizabeth, Colorado, or at such other time or place in the event this hearing is adjourned. Further information is available through the Town Community Development Department at 303-646-4166.

ALL INTERESTED PERSONS MAY ATTEND

EXHIBIT A (legal description)

Being a replat of Lot 2A, 2B, 2C and 2D, Elizabeth Street Plaza First Amendment, situated in the northeast quarter of Section 13, Township 8 South, Range 65 West of 6th P.M., Town of Elizabeth, County of Elbert, State of Colorado

EXHIBIT B (legal description)

Lots 1-4, Elizabeth Street Plaza Second Amendment, situated in the northeast quarter of Section 13, Township 8 South, Range 65 West of 6th P.M., Town of Elizabeth, County of Elbert, State of Colorado

Published March 14, 2024
In Ranchland News
Legal No. 55

48”

36”

NOTICE OF PUBLIC HEARINGS

Notice is hereby given that the Planning Commission and Board of Trustees shall hold public hearings concerning a replat application for the project known as Elizabeth Street Plaza Second Amendment located on property described in Exhibit A and a site plan application for the project known as Elizabeth Street Plaza located on property described in Exhibit B and generally located at S Elizabeth Street and W Beverly Street pursuant to the Town of Elizabeth Land Development Ordinance.

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EXHIBIT A (legal description)

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EXHIBIT B (legal description)

Lots 1-4, Elizabeth Street Plaza Second Amendment, situated in the northeast quarter of Section 13, Township 8 South, Range 65 West of 6th P.M., Town of Elizabeth, County of Elbert, State of Colorado

Alexandra Cramer

From: Aaron Thompson <aaron@aperiopc.com>
Sent: Monday, March 18, 2024 4:01 PM
To: Alexandra Cramer
Subject: Fwd: sign posting

Aaron Thompson
Phone (303) 317-3000
Cell (303) 960-8941
aaron@aperiopc.com

Begin forwarded message:

From: 3039608941@vzwpix.com
Date: March 18, 2024 at 3:58:46 PM MDT
To: aaron@aperioco.com

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Street and Apt. No., or PO Box No. P.O. Box 800729
City, State, ZIP+4® Dallas, TX 75380-0729

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Street and Apt. No., or PO Box No. 100 Big R St.
City, State, ZIP+4® Pueblo, CO 81001-9806

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Sent To Elizabeth Cemetery Ass'n.
Street and Apt. No., or PO Box No. 151 Highway 86
City, State, ZIP+4® Elizabeth, CO 80107-8308

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City, State, ZIP+4® Kansas City, MO 64105-2154

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Sent To Heather Ashton & Thanes Antrim
Street and Apt. No., or PO Box No. P.O. Box 512
City, State, ZIP+4® Elizabeth, CO 80107-0312

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City, State, ZIP+4® Elizabeth CO 80107-7518

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Street and Apt. No., or PO Box No. 377 S. Pine Ridge St.
City, State, ZIP+4® Elizabeth, CO 80107-7551

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Street and Apt. No., or PO Box No. 150 White Plains Rd, #300
City, State, ZIP+4® Tarrytown, NY 10591-5521

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Sent To Elizabeth Ustore LLC
Street and Apt. No., or PO Box No. 384 Inverness Pkwy #260
City, State, ZIP+4® Englewood, CO 80112-6071

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Street and Apt. No., or PO Box No. 14205 E. Davies Pl.
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Sent To: Timothy J. & Renee Brown
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Street and Apt. No., or PO Box No.: P.O. Box 1868
City, State, ZIP+4®: Elizabeth, CO 80107-1868

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Postage $0.68

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Street and Apt. No., or PO Box No.: P.O. Box 246
City, State, ZIP+4®: Elizabeth, CO 80107-0246

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7022 2410 0002 9038 1375

Elbert County Assessor
221 Comanche St., PO Box 26
Kiowa, CO 80117
303-321-3101
assessor@elbertcounty-co.gov

Invoice # 2024- 017

Date: 3/5/2024

Bill To

Dianna Hiatt
Email: Dianna Hiatt <DHiatt@townofelizabeth.org>

Description of Services	Amount
R118170-R118173	$ 50.00
Special Radius Report	
Subtotal	$ 50.00
Paid	$ -
Total Due	$ 50.00

Make all checks payable to the Elbert County Treasuer.
If you have any questions concerning this invoice, please contact our office.
Mail payment & copy of this Invoice to:
Elbert County Assessor
PO Box 26
Kiowa, CO 80117
or Pay Online @
https://www.govpayments.com/co_elbert/search

TO: Honorable Mayor and Board of Trustees
FROM: Michelle M. Oeser, Town Clerk
DATE: April 23, 2024
SUBJECT: Resolutions approving the proposed IGA between the Town and the Elbert County Clerk and Recorder Regarding

---

SUMMARY –

The proposed IGA is between the Town of Elizabeth and the Elbert County Clerk and Recorder. This type of IGA agreement has been put into place in past years to provide a polling place for Elbert County Elections. The conduct and administration of the Voter Service and Polling Center (VSPC) is proposed for the June 25, 2024, Primary Election. Previously the Board approved an IGA that stipulated Town Hall as an alternate location in case of an emergency. This agreement updates that previous agreement. It now states that Town Hall will be utilized as a polling place.

The Town Clerk, Deputy Clerk, and Assistant Town Clerk will be sworn in as temporary Deputy County Elections Clerks. Swearing the Town Clerks in covers all bases as to who has the authority to handle Dropbox ballots. Sometimes ballots are mistakenly dropped in the Town box instead of the Election box, which means that sworn Clerks must take the ballots and place them in the election box located at the Town Hall.

In the future, the Board will be presented with another IGA agreement like the ones you are considering action on tonight. A future agreement will be for the November 5, 2024, regular elections.

Town Attorney Corey Hoffmann has approved the agreement to form.

STAFF RECOMMENDATIONS-

Staff recommends approval of Resolution 24R22, a Resolution approving the Intergovernmental Agreement between the Town and the Elbert County Clerk Elbert County Clerk as the Elections Office needs to have the ability to utilize the Board room on June 25, 2024.

ATTACHMENT(S)

Resolution 24R22

Intergovernmental Agreement

RESOLUTION 24R22

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN AND THE ELBERT COUNTY CLERK AND RECORDER

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

Section 1. The Intergovernmental Agreement between the Town and the Elbert County Clerk and Recorder regarding the conduct and administration of the Voter Service and Polling Center (VSPC) Site For the June 25, 2024, Primary Election attached hereto as **Exhibit A** is hereby approved by the Board of Trustees of the Town of Elizabeth and the Mayor is authorized to execute same on behalf of the Town.

Section 2. The Town hereby designates Town Clerk Michelle M. Oeser as the Designated Election Official (DEO) of the Town.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2024, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

_____
Tammy Payne, Mayor

ATTEST

_____
Michelle M. Oeser, Town Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE ELBERT COUNTY CLERK AND RECORDER

AND

THE TOWN OF ELIZABETH

Regarding the Conduct and Administration of the

Voter Service and Polling Center (VSPC)

For the June 25, 2024 Primary Election

This Intergovernmental Agreement (hereinafter the "Agreement") is made this ___ day of_____, 2024, between the Elbert County Clerk and Recorder (hereinafter "County") and the Town of Elizabeth (hereinafter "Town"), located in Elizabeth, Colorado (each a "Party" and collectively the "Parties").

WHEREAS, the Town desires to serve as a voter service and polling center (VSPC) and a 24-hour ballot drop-off site for the June 25, 2024 Elbert County Primary Election; and

WHEREAS, the Municipal Clerk will act as a Deputy County Clerk during County Administered elections for the purpose of retrieving, securing and storing ballots, and transferring custody to Elbert County Election officials.

WHEREAS, the parties understand and agree that the duties, obligations and provisions contemplated in this IGA are subject to the provisions of the Uniform Election Code of 1992.

NOW, THEREFORE, it is agreed that:

1. **Duties of the Town**
    a. The Town shall keep the Town of Elizabeth open to the general public for the delivery of mail ballots and voting by electors on Tuesday, June 25, 2024 from 7:00 a.m. to 7:00 p.m., or until polls close, in the event of a Court order to extend polling hours.
    b. The Town will allow the County to utilize the 24-hour ballot drop box owned by the County on the property owned by the Town at 151 S. Banner Street, Elizabeth, CO. The box will be open to receive ballots between June 4, 2024 and June 25, 2024 at 7:00 p.m.
    c. The Town shall keep the Town of Elizabeth open to authorized representatives of the Elbert County Clerk and Recorder's Office on Monday, June 24, 2024 from 12:00 p.m. to 7:30 p.m. for VSPC setup and Tuesday, June 25, 2024 from 6:00 a.m. to 8:00 p.m. or until one hour after close of polls in the event of a Court order to extend polling hours, and shall provide internet access during those hours.
    d. The Town will supply the County with a lockable room to store voting equipment from June 24, 2024, to June 25, 2024. The locked room must be accessible to the County to store equipment by 12:00 p.m. on June 24, 2024, and again at 6:00 a.m. on June 25, 2024 to set up the Voter Service Center.
    e. The Town will ensure outdoor lighting is turned on by 6:00 a.m. on June 25, 2024, and remains on until 9:00 p.m. that evening.
    f. The Town shall ensure the Property complies with all requirements of the American with Disabilities Act, including but not limited to:
        i. Maintaining a clear and accessible entry path;
        ii. Removing any object or item which affect accessibility into the Town of Elizabeth;
        iii. Removing any object or item blocking or preventing the use of accessible parking spaces, etc.
    g. The Town shall notify the County of any additional ballots dropped off after election day.
        i. The County will coordinate with the Town to determine an appropriate time for the County to pick up ballots.

2. **Duties of the County**
    a. The County is responsible for the regular collection of mail ballots during the June 2024 election cycle. The County will retrieve voted ballots from the 24-hour drop box and ballots that the Municipal Clerk has securely stored from the 24-hour drop box. County

Election staff will be on call for additional pick-ups, if needed. The County will lock and secure the 24-hour ballot drop box at 7:00 pm on Election Day.

b. The County shall provide the Town with at least two (2) election judges to staff the VSPC on Tuesday, June 25, 2024 from 6:00 a.m. to 8:00 p.m., or until one hour after close of polls in the event of a Court order to extend polling hours.

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement as of the date set forth above.

ELBERT COUNTY CLERK AND RECORDER

By:_____ Date:_____
Rhonda Braun

TOWN OF ELIZABETH

By:_____ Date:_____

Print: _____

TO: Honorable Mayor, Mayor Pro Tem, and Board of Trustees
FROM: Harmony Malakowski, Deputy Town Clerk
DATED: April 23, 2024
SUBJECT: Digital Accessibility Statement of Work – Allyant

BACKGROUND

In 2021, the Colorado General Assembly passed House Bill 21-1110 making it a civil rights violation for a government agency to exclude people with disabilities from receiving services or benefits because of a lack of accessibility. Any Colorado government entity that does not meet the Colorado Office of Information Technology accessibility standards could be subject to injunctive relief.

In the 2023 legislative session, Senate Bill 23-244 cleaned up and clarified some of the changes required by HB 1110. The Due Date for compliance with these standards is July 1, 2024.

ANALYSIS

In February of 2023, the Town entered into an agreement with a service called AudioEye who purported to have the tools and resources for our website to meet all eligibility requirements. As the due date for compliance has approached, and more information has been shared from the Colorado Office of Information Technology, Staff has discovered that this service does not meet the accessibility requirements. Since this discovery, Clerk Staff have attended several accessibility training courses and reached out to multiple sources to find out what is required. It was determined that Digital Accessibility is a huge project with many layers and laws and is currently outside of Staff's experience and training. We will need a partner to help us navigate these new responsibilities.

After receiving recommendations from other clerks and municipalities, as well as other research via the internet, four companies were vetted to determine what services they provide to help with accessibility. We needed to know if they understood the nuances of Colorado's laws and how they differ from national laws. While all four companies offer accessibility services in different capacities, Allyant is the only company from our research which covers all the different items needed under one umbrella and in fact, knows exactly what Colorado requires.

Allyant is offering a partnership with the Town to help us navigate the accessibility requirements. Services that will be included are:

1) A one-time audit of our website using both a sighted and legally blind team to provide a page-by-page analysis of what needs to be corrected and the priority order of those

changes. They have also agreed to hold off on the audit until our new website is built out with CivicPlus so we can become compliant from the ground up.

2) A digital HUB that Staff and partners can access outlining errors found and suggestions for how to correct them.
3) Ongoing automatic and periodic scans of our website.
4) Knowledge base training and accessibility help.
5) Partnership in developing any accessibility statements needed on our website.
6) Partnership in developing an accessibility plan.
7) A "Reviewed By" badge to be placed on our website to show partnership and commitment to digital accessibility.
8) Free third-party digital product and software procurement assessments of how well those companies meet digital accessibility.
9) Access to unique accessible print materials (Braille as one example) for an additional cost if needed.
10) Remediation of PDF documents for an additional cost if needed.

Staff is also working with another branch of Allyant to purchase licenses for Word and PDF remediation software called CommonLook that will allow Staff to create our own accessible documents. The approximate cost for these software licenses will be $5,567.50. The Statewide Internet Portal Authority (SIPA), in partnership with Allyant, is also offering grants for these licenses. Staff have applied for and received 5 licenses through this grant opportunity. This grant will cover the cost of the first year for the licenses.

STAFF RECOMMENDATION

Staff feels that partnering with a digital accessibility expert will help ensure the best compliance with HB 1110. Tools and widgets that are attached to a website do not meet Colorado's Accessibility Standards. We need to create a website that is compliant on its own and need the services of someone who is trained in accessibility standards. Allyant has been very responsive to all questions asked and is familiar with the differences between National and Colorado law around accessibility. Staff recommends approval of Resolution 24R23.

BUDGET CONSIDERATION

Allyant's Digital Accessibility partnership services will cost $9,500 over the next 2 years.

Year 1 - $3500 Audit/$1500 HUB/$375 per quarter for ongoing services.
Year 2 - $1500 HUB/$375 per quarter for ongoing services.

An additional $5,567.50 will be needed for CommonLook licenses starting the second year.
If approved, these fees will come out of the budgeted $25,000 for ADA Technology Upgrades.

ATTACHMENT(S)

- Resolution 24R23 Authorizing the Town Administrator to Enter into an Agreement with Allyant for Digital Accessibility Services
- Exhibit A – Allyant Digital Accessibility Audit, HUB Platform & Ongoing Support Statement of Work & Master Subscription and Services Agreement
- Copy of email with CommonLook software license quote

- Attorney Memo Dated January 22, 2024, regarding Update on Accessibility Laws
- Attorney Memo Dated March 18, 2024, regarding Final Digital Accessibility Rules

RESOLUTION 24R23

A RESOLUTION AUTHORIZING THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH ALLYANT FOR DIGITAL ACCESSIBILITY SERVICES

WHEREAS, the Town of Elizabeth is required to abide by the framework and digital accessibility rules set by Colorado House Bill 21-1110 and Senate Bill 23-244; and

WHEREAS, the 2024 adopted budget anticipated a need for services to help the Town come into compliance within the budget year, and a total sum of $25,000 was earmarked for this expense; and

WHEREAS, the Town has received a Scope of Work from Allyant to help assess, develop/remediate, and report on digital accessibility in an effort to conform with Colorado House Bill 21-1110 and Senate Bill 23-244 in a total amount not to exceed $9,500 over the next two years.

WHEREAS, the Town has received a quote for five (5) CommonLook software licenses to help Staff remediate and create accessible documents of approximately $5,567.50; and

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

SECTION 1. The Board of Trustees authorizes the Town Administrator to enter into an agreement with Allyant for Digital Accessibility Services as more fully set forth in attached **Exhibit A** in an amount not to exceed nine thousand five hundred dollars ($9,500) over the next two years and to purchase software licenses in an amount of approximately five thousand five hundred sixty seven dollars and fifty cents ($5,567.50) starting the second year.

PASSED, APPROVED, and ADOPTED this 23rd day of April 2024, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

_____
Tammy Payne, Mayor

ATTEST:

_____
Michelle M. Oeser, Town Clerk

Digital Accessibility

Audit, HUB Platform & Ongoing Support

Statement of Work

Town of Elizabeth

Provided by A360 Enterprises, LLC (dba Allyant)

Contact Information:
Allison Norton
anorton@allyant.com

April 16th, 2024

Overview

A360 Enterprises, LLC (Allyant) is providing this proposal to **Town of Elizabeth** (“Client”) in order to help you assess, develop/remediate and report on digital accessibility in an effort to conform to WCAG 2.1, Level AA guidelines and mitigate risk. This effort will be led by experienced, live accessibility auditors and consultants. This document outlines the steps required to create a full and successful experience for all.

Allyant is in a unique position to help the Client through this process by providing:

1. **Experienced Accessibility Engineers,** both sighted and native screen reader auditors to fully assess websites, mobile apps, IoT products, kiosks & other digital platforms. This approach is far superior to automated tools which only test for a fraction of the WCAG success criteria, return many false positives and are limited in their ability to accurately test for usability and/or compliance.
2. **Detailed Reporting** via the Allyant HUB, a fully accessible customer portal, to help all members of your team manage your digital accessibility project(s), get training and track progress.
3. The **Allyant HUB Audit & QA Reports** provide accessibility issues, screenshots, severity, an estimated level of effort to fix and most importantly: practical, developer-focused remediation solutions, built-in Help Desk & links to a Knowledge Base for additional learning per issue.
4. A **Customer Success Manager (CSM)** is assigned to every Allyant Client, bringing senior-level staff to help plan, facilitate and consult throughout the remediation effort, keeping the process as smooth and efficient as possible so that your goals are achieved. We also offer a higher level of Design and Development Support, which is leveraged by those organizations tackling the most difficult equitable access problems within complex digital products.
5. Further, **Allyant’s Legal Support Group** pioneered the service of helping clients navigate through any legal notifications like demand letters, and complaints, and filed lawsuits to test claims and support them through defense strategy

Process

The Allyant Roadmap is a proven process distilled from thousands of accessibility projects over years of industry-leading services provided to clients across all business verticals around the world. This approach will lead your organization to become digitally accessible, as quickly as possible, while working with your specific needs, development processes and available resources.

Accessibility Audit

Allyant will conduct a manual disabled-user audit of the digital properties outlined in the audit scope. The accessibility audit satisfies requirements for screen readers, visual, hearing and cognitive impairment, and keyboard-only users using standards established in WCAG 2.1 Level AA.

The Audit Reports delivered via the Allyant HUB provide your team the information necessary to remediate any accessibility concerns, and serves as the governance tool for tracking your progress of this business compliance requirement. Allyant will provide the following assistance and deliverables with the audit:

- **Audit Issue Report**
  - URL, mobile view or component audited
  - Specific non-compliant elements on each & the WCAG guideline(s) it violates
  - User audience affected by the issue (e.g., screen reader, keyboard-only, hearing impaired, color contrast)
  - A detailed recommendation to remediate each issue
  - Priority level for fixing the issue
  - Link to the related Allyant HUB Knowledge Base articles
  - Screenshots where appropriate

- **Audit Summary Report**
  - A narrative document summarizing the audit and highlighting common issues that were found, steps of the recommended remediation plan and an estimated level of effort
  - Global issues and suggestions that would improve ongoing maintenance, Search Engine Optimization, overall usability and more

Allyant HUB Access

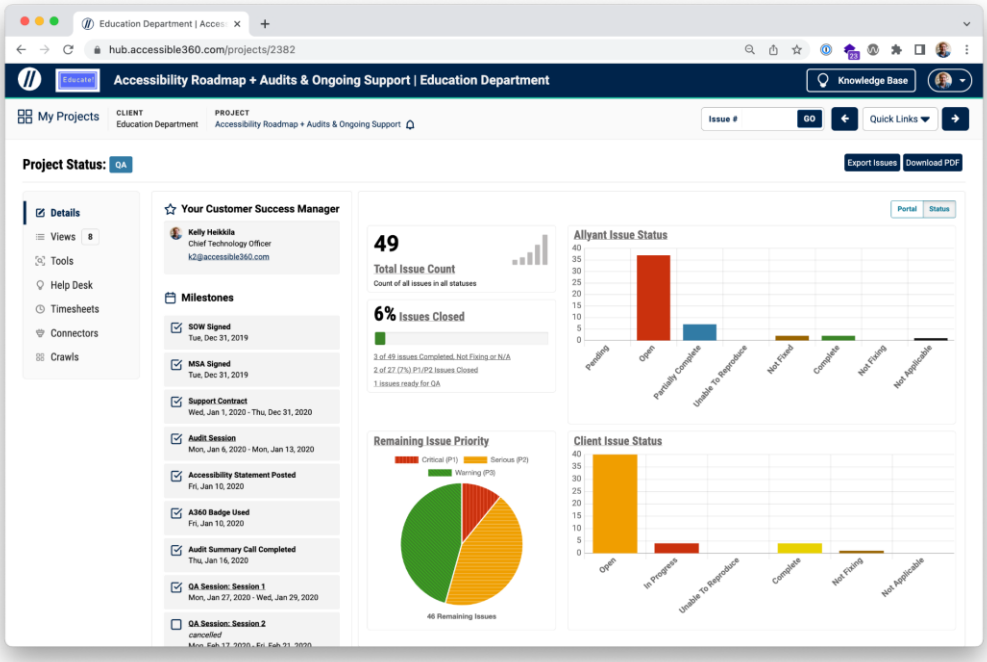
The HUB is your personalized customer portal and is provided to authorized users within your organization and partner organizations. In the Allyant HUB your related staff will have access to the project results outlined here, Knowledge Base, Video Training Series and Help Desk staff, (if Ongoing Support hours are purchased).

- **"Reviewed By Allyant"** Badge
  - Used along with an Accessibility Statement, also included, to indicate to users that an accessibility audit is underway
  - Can be placed anywhere on the digital property, including home page, footer or the accessibility statement page. Recommendations for verbiage within mobile apps also available.
  - Available to those organizations subscribing to the Allyant HUB.
- **Allyant HUB Toolkit:**
  - The HUB Toolkit is a Chrome Developer Extension downloaded from the Chrome Web Store helping identify and learn about common accessibility issues on your pages.
  - The extension can run on any page your browser can access including local environments, behind firewalls, logins and different page contexts.
  - While there is no substitute for a live user audit, automated testing can identify some of the most common accessibility issues. In conjunction with access to Allyant's accessibility engineers, these automated assessments can help you identify and remediate some issues more quickly.
  - The toolkit extension includes
    - **Accessibility Tools:**
      - **Image Descriptions:** View all images on the page in one place grouped by images with descriptions, those marked as decorative and those missing descriptions.
      - **Heading Levels:** View the current page heading level structure to more easily identify where levels may have been skipped or are otherwise incorrect.
      - **ARIA Usage:** ARIA is used to help describe elements on the page to a screen reader. Determining where these attributes are used in your HTML is helpful when identifying problems.
      - **Components:** Quickly identify components used on the page including third-party such as Google Maps or Yotpo, along with other items such as the slick-slider carousel.
      - **External Links:** View a list of links on your page that point to external resources.
    - **Automated Accessibility Testing:**
      - Live accessibility scans of web pages/sites to find common accessibility issues.
      - An ever-expanding library of validation rules the extension checks for curated by our experienced live user audits and real-world scenarios
      - An unlimited number of scans can be run from the extension on any site.
      - The scan uses the current page context including page size and any dynamic elements activated
      - Scan results exactly mimic the structure of issues found by our live user audits including fix, categorization, guidelines, affected users and more.

- Links to Knowledge base articles from the rules, results and tools help learn about and accessibility issues more quickly
- Set up “Scan Templates” such as: “Content Manager” which will only run certain rulesets that can likely be remediated by this profile group. Smart light and dark modes
- Users of the extension must have an active Allyant HUB account

- **Knowledge Base:**
  - Direct links from the Issues found during Audit or QA to this self-paced learning section
  - Checklists, Accessibility Statement Helpers and other accessibility documents
  - Detailed articles are continually added and updated as accessibility guidelines change
- **Help Desk:**
  - Client may submit general inquiries at the project level or directly linked to specific audit results
  - Comments are threaded to ensure clear communication and allow for collaboration
  - Manned by senior-level screen-reader and sighted Accessibility Engineers
- **Technical Video Training:** Access to Allyant’s video training series of technical accessibility design and development topics and best practices
  - Overview look at the laws and emerging trends pertaining to digital accessibility, crucial topics for development organizations and the business. This includes an introduction to WCAG 2.1 Level AA
  - Introduction to accessibility, Design guidelines and Developer know-how to create accessibility within new builds along with best practices for content managers and code examples to leverage during your Remediation effort
  - Additional resources to continue to expand your knowledge of digital accessibility are added often and every client gets immediate access to all video training content

Screenshot of Sample Project Dashboard in HUB



Ongoing Accessibility Support

Once a project has begun, you will get immediate access to the Allyant Accessibility HUB (Allyant HUB), the Knowledge Base, Training Videos and more. You are able to take steps immediately to begin your accessibility initiative.

During this phase, Allyant will also partner with **Town of Elizabeth** to, first, assist in assessing product fixes through QA testing and technical support, and, second, to establish processes for ongoing, long-term digital accessibility compliance.

Support Services

The level of support and specific activities required varies dramatically from client to client based on type of digital properties, testing cadence, developer availability and many other factors. As such, Allyant provides a set of support hours to help you reach your goals. How an organization uses these hours in the activities below is up to the organization and can shift over time. The recommended number of Ongoing Support Hours can be found in the assumptions section of this SOW.

Typical support activities and deliverables are listed below:

Development Team Support and Accessibility Roadmap Planning

Following the Allyant audit, the client will schedule and perform internal remediation for the digital properties in scope based on results from the audit. Allyant will support this development effort through as-needed technical support for internal technical teams and/or external vendors of the client**.**

Allyant will provide the following assistance and deliverables during the support services:

- **Remediation Planning Support:** Your Allyant Customer Success Manager will partner to create a remediation/project plan. This will outline the Client's approach to resolving issues, highlight dates for subsequent QA testing for Allyant and define the target date by which all issues are remediated.
- **Help Desk via the Allyant HUB:** Senior Allyant technicians to consult, mentor and collaborate with Client's internal team and/or external vendors on the following:
    - Ask technical questions related to your project via Help Desk integrated into Allyant HUB
    - Pairing with an auditor
    - Sample code
    - Proactive review/QA of new pages and other content
    - Other related activities determined valuable to the success of our engagement
- **Remediation Support Calls** with your developers to discuss technical issues and solutions
- **Q&A Workshop:** Once your design and/or development staff has watched the training videos, they are able to work directly with our auditing and help desk staff via a one-hour remote workshop. During this Q & A workshop, training concepts can be discussed more in-depth, specific development/remediation issues can be discussed or other accessibility questions asked.

Note on Expediting Remediation: *Because content and design are continually evolving, Allyant strongly encourages our Clients to remediate their digital properties as soon as possible after accessibility auditing in order for it to be as applicable as possible.*

Quality Assurance Reassessment

Allyant will work with clients to schedule QA within your development process whether that is in sprints or waterfall or a combination. Once the Client is ready to test, Allyant will reassess the digital properties in scope. QA consists of checking issues found in the initial audit or previous rounds of QA. It is the clients' responsibility to apply fixes globally across your digital properties.

At this step, Allyant will provide the following assistance and deliverables:

- **QA Testing:** Allyant will provide manual-user Accessibility QA testing to confirm that the fixes have successfully been applied and the site, app or other digital property is usable by affected audiences.
- **Updated Audit Issue Report:** Updated Accessibility Audit Report in the Allyant HUB which contains any additional fixes and existing issues that are still not complete.
- **Letter of Accessibility Conformance:** States that as of the review date on the specified server, Allyant found URLs and/or views within scope substantially conform with Level A and Level AA of the Web Content Accessibility Guidelines (WCAG) version 2.1.
- **Responsive Mobile Web QA:** For responsive sites, where code is shared between desktop and mobile, and there is no additional or unique functionality (e.g., a carousel or different mobile-only menu) Allyant can also provide a walkthrough of the RWD mobile experience (UX).
    - For sites where mobile and desktop templates are different, the appropriate testing methodology should be discussed with your Customer Success Manager. In this case, specific mobile testing will be necessary for the mobile apps to receive Letters of Conformance.

Note on Letter of Conformance: Allyant uses a 1-3 scale for level of priority for each issue. Priority 1 indicates a complete blocker for one or more audiences, Priority 2 indicates a partial blocker that presents significant barriers and challenges for one or more audiences and Priority 3 indicates a WCAG issue that does not significantly impact the ability to use the site. In order to receive a Letter of Conformance, all Priority 1 and Priority 2 issues must be satisfactorily resolved regardless of when uncovered by Allyant. Additionally, the audit team must be able to successfully complete a walkthrough resulting in no additional P1 or P2 issues. We encourage a plan for Priority 3 items to be in place and documented in Allyant HUB.

Audio Descriptions for pre-recorded videos pose unique and complex accessibility challenges. Allyant recognizes the difficulties for clients to achieve conformance with WCAG requirements (SC 1.2.3, 1.2.5) for Audio Descriptions. As such, Allyant will indicate in the audit results when Audio Descriptions are required by WCAG, but any indications shall be assigned a Warning-level priority and will not be required to receive an Allyant Letter of Conformance.

Note on QA Testing & Hours Used: In a typical engagement, a significant percentage of the Ongoing Support hours outlined in this Statement of Work will be used within the first 3-6 months after QA activities begin. Despite this, Allyant's pricing model is designed to minimize the financial disruption to your organization by spreading this cost across the duration of the contract.

Post-Conformance Manual Accessibility Maintenance

Through the hours in your ongoing support contract, Allyant can provide comprehensive manual-user maintenance of in-scope views following a successful QA for long-term accessibility compliance. Views for maintenance generally consist of the Home Page & primary user flows within the given digital property. A specific set of views will be chosen by the Allyant team following a successful QA and approved by the Client, prior to performing Maintenance Assessments and other services.

At this step Allyant can provide the following assistance and deliverables:

- **Accessibility Assessments:** Manual-user re-assessments.
- **Accessibility Issue Report** if new issues have been introduced.

Compliance Support

In addition to ongoing support and manual-user maintenance, Allyant will help **Town of Elizabeth** stay accessible and support in mitigating risk through additional compliance support including:

- **Compliance Reporting:** Allyant can help your organization report on your progress toward accessibility for any legal requirements that may arise. This includes:
    - **Affidavit of Accessibility Activities** outlining the activities and milestones within your project with Allyant as you work toward accessibility. When required, this is generally provided prior to a successful QA.

  - **Expert Rebuttal Report:** Through our Accessibility Claims Team, Allyant can provide disabled auditor reviews of accessibility legal claims and provide an expert rebuttal of any claims made against your digital property if needed following a successful QA.
- **Updated Letter of Conformance** provided the digital property continues to be in good standing with no Priority 1 or 2 issues based on testing based on scope and your Post Conformance maintenance activities.

Proposed Timeline

Allyant will begin as soon as possible after receiving a signed Master Subscription and Services Agreement (MSSA), this signed Statement of Work (SOW) and payment for the first invoice. The proposed project dates are below. Dates are subject to change based on delivery of executed documents, payment, Client environment readiness, required credentials and other related factors.

Our experience has shown your team's engagement is a major factor in finalizing the Proposed Timeline and for the overall success of the project. In addition, Allyant has identified Key Success Factors to help ensure your success. Allyant will review these with your team during the Project Kick-Off Meeting and throughout the project.

<table>
<tr><th colspan="2">Process Steps</th><th>Project Start Date</th><th>Project End Date</th></tr>
<tr><td colspan="2">SOW & MSSA fully executed</td><td colspan="2">Upon signature by both parties</td></tr>
<tr><td colspan="2">Access to Allyant Reviewed by Badge</td><td colspan="2">Upon signature by both parties</td></tr>
<tr><td colspan="2">Client Environment Prepared & Project Kick-Off Meeting</td><td colspan="2">1-2 weeks following signature</td></tr>
<tr><td>Accessibility Audit</td><td>townofelizabeth.org</td><td colspan="2">To be determined following project kickoff</td></tr>
<tr><td colspan="2">HUB Toolkit Subscription</td><td rowspan="2">Upon signature by both parties</td><td rowspan="2">2 years from contract signature</td></tr>
<tr><td colspan="2">Ongoing Accessibility Support</td></tr>
</table>

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Pricing

Service		Fee
Accessibility Audit • Manual, disabled-user Accessibility Audit Reports detailing the findings & recommended fixes • Automated Testing scan of in-scope pages • Accessibility Statement template Audit & QA • Allyant training completion certificate, if desired	**Audit** townofelizabeth.org	**$3,500**
Annual HUB Toolkit Subscription Includes: • Usage of Allyant "Reviewed By" badge • Issue reporting & workflow management system • Compliance Governance of Project Milestones • Allyant Video Training Series • Allyant Knowledge Base Access • Unlimited scanning via Chrome extension	**HUB Subscription**	**$1,500/year**
Ongoing Accessibility Support [townofelizabeth.org] Support can be used for any of the below services: • Remediation Project Planning • Development Team support • Quality Assurance via manual-user testing • Letter(s) of Conformance • Affidavit of Accessibility Activity or Expert Rebuttal Report(s), if required • Remote accessibility workshop • Periodic Monitoring per Remediation Plan • Integrated Allyant Help Desk **FREE ProcureEnsure Software Assessment** • Future digital product and software procurement assessments under ProcureEnsure product upon request at no charge to Allyant clients.	$375 per Quarter / 8 Qtrs **Reduced rate when purchased with Audit.*	

All invoices will be billed under NET THIRTY (N30) DAY terms.

Upon acceptance, which is indicated by signing this SOW, Allyant will invoice the HUB subscription and Accessibility Audit fees. The second annual HUB subscription will be billed annually following contract execution.

Allyant will invoice for the first quarterly fee for Ongoing Accessibility Support on the Contract Start Date. Each subsequent quarter will be invoiced to the Client under the above terms. The client is agreeing to Allyant's HUB subscription and services for two years.

As a courtesy, Allyant may begin or continue services prior to receipt of any payments due; beginning or continuing work does not waive any rights. In addition, Allyant has the right to suspend services if payments are not received on time.

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Agreement

This document is a Statement of Work ("SOW") for Services to be performed herein and in accordance with the Master Service Agreement between **Town of Elizabeth** ("Client") and A360 Enterprises, LLC ("Allyant"). The pricing and scope information in this SOW is valid for 60 days.

Town of Elizabeth has engaged Allyant to provide Digital Accessibility services ("Project") as defined in this SOW. Allyant can provide separate estimates if any additional services are desired. Although Allyant will provide estimates in good faith, all invoices and fees are based upon time actually spent performing Services.

This SOW is in effect as of the date below; Client-signed authorization is considered permission to initiate Services listed above.

A360 Enterprises, LLC	**Client**
_____	_____
Signature	**Signature**
_____	_____
Name	**Name**
_____	_____
Title	**Title**
_____	_____
Date	**Date**

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Audit Scope

The following views are based on a preliminary review of the domain(s) outlined in this Statement of Work. The scope is meant to be a collaborative effort between Client and Allyant to ensure the UX and unique functionality are accurately represented.

View Description	URL
Homepage	https://www.townofelizabeth.org/
Court	https://www.townofelizabeth.org/Court
Calendar	https://www.townofelizabeth.org/calendar
Employment	https://www.townofelizabeth.org/employment
Contact Us	https://www.townofelizabeth.org/contact
Accessibility Statement	TBD

The scope outlined above is accurate, has been reviewed and is approved by Client.
Client, please Initial above.

Assumptions

- Scope and pricing outlined in this SOW are based in part on information provided by the client. This includes information shared by the client in digital and verbal communications or obtained via a scoping call or testing credentials provided to Allyant. Any facts contrary to the information provided by client and/or the Scope agreed to herein, by way of signature, may result in future Change Orders (CO) and may impact timeline, pricing and/or hours
- Third-party content and services will not be audited unless specified in the audit scope. This includes iframes, external links, pop-ups, chat, blogs, and other references. When appropriate, Allyant will list any third-party content found in the audit report
- Client acknowledges that 3rd party components in the Core User Path can prevent Allyant from issuing a Letter of Conformance for the digital property and steps should be taken now to interact with those vendors so they comply as well.
- Core User Path is defined as a mutually agreed upon ordered list of URLs for the main or primary use case for the site/application and will be fully outlined following audit delivery
- Client will be responsible for providing Allyant with any test data required for an audit and QA prior to beginning work. This could include user credentials, dummy credit cards, transaction history and other data. Delays of this information or readiness of test environments will result in delays & time deducted for rescheduling from support hours
- Desktop website audits use the page content displayed in a browser at 1280px wide
- Responsive Web Design (RWD) allows for the same core code from a desktop site to be leveraged in a mobile view.
    - If a site is mobile responsive, and there is no additional or unique functionality (i.e., carousel, mobile-only menu), Allyant will provide a walkthrough of the site and the RWD mobile experience
    - If additional or unique functionality is present: Additional scoping is required
- Users of the Allyant HUB must be directly related to the project scope of this SOW. Logins are based on email addresses and cannot be shared between Client staff
- Total hours of work performed by Allyant during the audit based upon scope is not to exceed **22 hours.**
- Total hours of work performed by Allyant during the entire Ongoing Support services contract is not to exceed **20 hours.**
- Ongoing Support Hours purchased separately of this SOW or via Time & Materials invoicing will be billed at $175/hour
- Allyant will provide Client with a monthly report detailing Ongoing Support hours consumed
- Client may use hours for any digital accessibility review work under contract with Allyant
- If additional Ongoing Support hours are needed, your Allyant CSM will collaborate with you on a Change Order (CO). In the event that a Client does not execute a CO, additional hours will be billed at a rate of $175/hour
- Early termination by Client will result in Allyant issuing a final invoice for any unbilled hours for services provided up until date of termination
- No refunds are granted for Annual Allyant HUB Subscriptions

All of the following are out-of-scope services:

- All services not explicitly defined in this proposal
- Travel, lodging and per diem costs affiliated with this project
- Any out-of-pocket costs associated with the effort (e.g. printing, binding, displays, etc.)
- Review or Remediation of any digital materials such as emails, pdf's, statements or marketing content not listed in Pricing.
- Allyant is not a law firm; we do not provide legal advice. Allyant encourages Client to work with experienced legal counsel to understand and apply the law to Client's situation

Allyant's reports and recommendations reflect Allyants experience and understanding in the field of accessible technology. Client is responsible for the operation of its own business, and Client is always free to adopt Allyant's recommendations, in whole, in part, or not at all, as Client sees fit in its legal and business judgment.

Allyant Reviewed By Badges

The **Reviewed By Allyant** badge may be used on an Accessibility Statement Page, the footer of your site or other locations as needed. **Allyant** does not allow our Badge to be on a digital property where an Overlay is present or any other accessibility vendor badging.

Usage Guidelines:

- The image should link back to https://allyant.com/digital-accessibility-auditing/
- The image should have an alt attribute of “Reviewed By Allyant for Accessibility”
- The aspect ratio of the image should be retained (no stretching to fit)
- The badge may only be used on the site(s) or mobile apps indicated in this Statement of Work after the desired documents are executed.
- Continued use is granted as long as Client continues to subscribe to ongoing support services and the account continues to be in good standing.

simple // seamless // accessibility

MASTER SUBSCRIPTION AND SERVICES AGREEMENT

Effective as of: Client Signature Date, 2024

Parties:

"CONSULTANT" OR "Allyant"	**"CLIENT"**
A360 Enterprises, LLC	Name:
d/b/a as Allyant	Corporate Address:
4600 W. 77th Street Suite 295	
Edina, MN 55435	Accounts Payable Contact:
Invoice Remittance Address:	Accounts Payable Address:
Allyant Accounts Receivable	
806 Commerce Park Drive	
Ogdensburg, NY 13669	Accounts Payable Email:
Payment Email: accountsreceivable@allyant.com	Tele:
T: 1-800-563-0668 X5276	Account Contact Name:
	Account Contact Email:

Background:

1. **A360 Enterprises, LLC (Consultant and/or: Allyant)** is experienced in the field of web, mobile and other technology accessibility assessment, testing, reporting, monitoring, and technical training regarding accessibility.
2. Allyant has developed and hosts a Software as a Service (or "SaaS") based issue and process management and knowledge-based platform, which contains a range of proprietary content, modules, and features relating to accessible technology, including but not limited to: issue identification and resolution tracking, automated testing, training videos and content, white papers, audit reports, and related information and data as determined by Allyant from time to time (collectively, the "Allyant HUB").
3. CLIENT wishes to engage Allyant to perform accessibility testing, reporting, training, monitoring and/or other consulting services (collectively, the "Services") as described in accompanying Scope of Work (SOW's) and subject to the terms of this Master Subscription & Services Agreement and one or more Statements of Work as mutually agreed by the parties: Allyant & CLIENT, (collectively the "Agreement"). The Services may include access on a subscription and SaaS basis to such specific features and portions of the Allyant HUB as may be specifically identified on a SOW.

Agreement:

Allyant and CLIENT hereby enter into this Agreement for Services as of the Effective Date written above and agree as follows:

1. **Consulting Services and Fees:**

1.1. Accessibility Testing / Reporting / Quality Assurance Testing, /Monitoring Services as Described in SOW. Allyant will perform for CLIENT the Services described on each Statement of Work or Work Order (collectively a "SOW") entered into and signed by the parties, and each SOW is subject to the terms of this Master Subscription & Services Agreement, except that in the event of a direct conflict between the terms of this Agreement and any SOW, the terms of the SOW shall prevail as to such SOW.

1.2. Subscription-Based Access to Allyant HUB. For the period specified in the applicable SOW and so long as this Agreement is in effect and CLIENT has not breached this Agreement, CLIENT may access such specific features and portions of the Allyant HUB as may be specifically identified on a SOW. If a SOW includes volume or use limitations (for example, X number of training sessions, or Y number of maximum users) then CLIENT'S access is subject to such limitations, and CLIENT shall not violate or exceed such limitations. Such subscription-based access is for CLIENT's employees and directly-related agencies only, for the sole purpose of supporting CLIENT'S effort to make its technology more accessible to users. Upon termination of the SOW or this Agreement, CLIENT must immediately discontinue its use of the Allyant HUB. CLIENT'S access to and use of the Allyant HUB is contingent upon and subject to CLIENT'S compliance with the restrictions and limitations on Allyant Provided Items as described in Section 2. Allyant may suspend access to the Allyant HUB in the event CLIENT has not paid fees when due or has otherwise breached this Agreement or in the event of technical or maintenance issues or an external threat (e.g., hacking) to the Allyant HUB.

1.3. Fees, Expenses, and Invoicing. CLIENT will pay Allyant the project fee, subscription/access fee, and/or hourly rates or other fees identified on each SOW. CLIENT will reimburse Allyant for its reasonable and pre-approved expenses in performing Services under this Agreement. Allyant will invoice CLIENT and all invoices are due as described in any related SOW.

2. Rights in Allyant HUB, Deliverables and Data; Allyant Provided Items:

2.1. Reports, Deliverables, and Allyant Provided Items. CLIENT understands and agrees that Allyant has developed the Allyant HUB, its report formats, testing templates, methodologies, dashboards, strategies, subject matter expertise, badging, knowledge base, videos, audit summary reports remediation recommendations, recorded training sessions and other related documents and items (collectively: "Allyant Provided Items") at substantial effort & expense prior to entering into this Agreement with CLIENT, and the existence of the Allyant Provided Items permits Allyant to perform services for CLIENT more efficiently and cost-effectively, and are used for multiple Allyant clients. The parties agree that the Allyant Provided Items are confidential, proprietary, and trade secret information and the property of Allyant.

2.1.1. CLIENT may Use the Allyant Provided Items as defined above, that are in fact provided to CLIENT, for CLIENT'S internal purposes. For all Allyant Provided Items that Allyant in fact provides to CLIENT hereunder, Allyant grants CLIENT a limited right to use, copy and distribute the Allyant Provided Items, for the term of the Agreement, for CLIENT'S internal use for the purpose of improving the accessibility of its website and/or other technology, but not for the benefit of or use by any third party (although CLIENT may not copy or distribute the Allyant HUB itself, only the content and information made available to CLIENT through the Allyant HUB). Allyant retains ownership of all rights, including

all intellectual property rights including copyright, patent and trade secret rights, in and to the Allyant Provided Items. CLIENT may not remove or alter any content, copyright, confidential information or other proprietary notice appearing on an Allyant Provided Items.

2.1.2. CLIENT may not use or permit others to use or access the Allyant Provided Items in conjunction with services or work products competitive to those provided by Allyant. If CLIENT wishes to share any Allyant Provided Items (such as an audit report and recommended fixes) with a third party (for example, CLIENT's e-commerce platform service or a website development/remediation service, but excluding any parent, affiliate, or subsidiary of CLIENT), CLIENT shall take all reasonable & appropriate measures to ensure that any third party receiving any Allyant Provided Items uses said content exclusively for the benefit of CLIENT and only as permitted in this Agreement. CLIENT is responsible for any improper act or omission by third parties selected by CLIENT to receive access to any Allyant Provided items. CLIENT may not access or attempt to access any portion of the Allyant HUB to which CLIENT has not been explicitly granted access in a SOW. CLIENT may not interfere with the functioning of the Allyant HUB, attempt to copy or reverse engineer the Allyant HUB, or use the Allyant HUB in violation of any user instructions or rules provided by Allyant.

3. Confidentiality, Publicity and Non-Solicitation - Mutual

3.1. Regarding information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party") identified by the Disclosing Party as "confidential" or "proprietary" or that under the circumstances ought reasonably to be treated as confidential or proprietary including but not limited to documents, data, business operations, pricing, discounts and customer lists, (collectively, "Confidential Information"), the Receiving Party shall not, without the prior written consent of the Disclosing Party: (i) disclose such Confidential Information to any third person or entity other than in the proper course of performance under this Agreement, nor (ii) use such Confidential Information for any purpose other than performance or receipt of performance hereunder, nor (iii) use such Confidential Information in any manner that would be adverse to the interests of the Disclosing Party. The Allyant Provided Items are the Confidential Information of Allyant. The terms of this Agreement are also confidential. The confidentiality obligations of this Section 3.1 do not apply to any information or development that the Receiving Party can demonstrate: (i) is or subsequently becomes available to the general public other than through a breach by the Receiving Party; (ii) is already known to the Receiving Party before disclosure by the Disclosing Party; (iii) is developed through the independent efforts of the Receiving Party without reference to the Disclosing Party's Confidential Information; or (iv) the Receiving Party receives rightfully from third parties that are not subject to any restriction as to use or disclosure of the information.

3.2. Upon termination or expiration of this Agreement, CLIENT and Allyant will return or destroy all Confidential Information, and all copies of, obtained from the other party.

3.3. **No Solicitation**. CLIENT agrees that, during the Term of this Agreement and for a period of twelve (12) months after the expiration of this Agreement, it will not directly solicit the services of, or otherwise attempt to employ or engage any personnel of Allyant to perform services similar to those provided by Allyant, unless the employee is responding to a publicly posted position.

4. **Warranty, etc**. Allyant warrants that the Services will be performed and Allyant Provided Items shall be provided in a professional and diligent manner. This warranty is applicable to the Services and Allyant Provided Items at the time delivered. In the event of a breach of the foregoing warranty, CLIENT will give prompt written notice to Allyant, and as Allyant's sole liability and CLIENT'S sole and exclusive remedy, Allyant will substantially correct or cure the applicable Services or Allyant Provided Items at no additional cost to CLIENT, or if the foregoing is not feasible in Allyant's judgment then Allyant will return to CLIENT all pre-paid fees paid for the particular Services or Allyant Provided Item not meeting the above warranty. THE WARRANTY ABOVE IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES OR Allyant PROVIDED ITEMS PROVIDED UNDER THIS AGREEMENT, AND Allyant DISCLAIMS ALL OTHER WARRANTIES INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, AVAILABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT ANY PARTICULAR BUSINESS OR LEGAL RESULT WILL BE ACHIEVED. Allyant MAY MODIFY OR CHANGE THE CONTENT AND FUNCTIONALITY OF THE Allyant HUB AT ANY TIME, WITH OR WITHOUT NOTICE. Allyant DOES NOT REPRESENT OR WARRANT THAT COMMUNICATIONS OVER THE INTERNET, THE Allyant HUB, OR THE SERVICES WILL BE ALWAYS AVAILABLE, SECURE, OR ERROR-FREE. No Legal Advice. Allyant does not provide legal advice, and no Services or Allyant Provided Items shall be considered to be legal advice. Allyant is not responsible for any claim or allegation a third party may make regarding CLIENT'S website or other technology. For legal conclusions or advice, Allyant recommends CLIENT seek advice from qualified legal counsel.

5. **Limitation of Liability - Mutual**. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS), REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. **Indemnification.**

Allyant agrees to indemnify CLIENT from all claims, losses, expenses, fees (including reasonable legal fees and expenses), costs, and judgments, brought from an unrelated third party that may be asserted against the CLIENT which arise directly as a result of : (i) any violation of applicable laws or regulations by Allyant regarding data protection; or (ii) the gross negligence or willful misconduct of Allyant and (iii) additionally Allyant agrees to indemnify CLIENT against any claims that the use or possession of the Service or Allyant Provided Items as-permitted by CLIENT infringes or violates the copyright, patent, trade secret or other proprietary rights of any third party. In the event of such a claim or if Allyant believes such a claim of infringement may be asserted, Allyant may, at its option (I) obtain a license from the applicable third party; (II) modify the item at issue so as to be non-infringing; or (III) terminate the SOW applicable to such item and refund to CLIENT any pre-paid fees applicable to the such terminated item.

In the event of any claim or action relating to any matter for which Allyant has agreed to provide indemnification under this Agreement, CLIENT shall promptly provide notice of such claim or action to Allyant, and the CLIENT shall provide Allyant, at no out-of-pocket expense to CLIENT, reasonable assistance in the defense of such action. Allyant shall control such litigation and at its sole option, negotiate a settlement or compromise thereof. Any counsel retained by the CLIENT to

consult or participate in the defense will be retained by the CLIENT solely at its own expense, which expense is not included in the indemnity.

7. Term and Termination.

7.1. The term ("Term") of this Agreement shall be twelve (12) months from the Effective Date (unless earlier terminated pursuant to the terms hereof). Thereafter, this Agreement shall automatically renew for additional terms of 12 months each so long as any SOW under this Agreement remains in effect (and this Agreement has not been previously terminated).

7.2. Either party may terminate this Agreement or any SOW upon sixty (60) days prior to written notice to the other party.

7.3. Either party may terminate this Agreement or any SOW: (i) if the other party is in material breach or default of any obligation hereunder, which breach or default is not cured within thirty (30) days of written notice from the other party; (ii) if the other party becomes insolvent, upon five (5 days written notice from the other party; or (iii) if the other party files as a debtor under any bankruptcy, insolvency or liquidation law, whether domestic or foreign or such a filing is made against the such party and such involuntary filing is not dismissed within sixty (60) days of commencement thereof.

7.4. The terms of Sections 1.3, 2, 3, 4, 5, 6, 7, and 8, including all subparts, shall survive the termination or expiration of this Agreement.

7.5. Upon termination or expiration of this Agreement or of any SOW, CLIENT shall pay Allyant in full for all Services and Allyant Provided Items delivered to CLIENT, or any of CLIENT'S representatives, prior to the date of termination. In the event termination is due to CLIENT'S breach or default, CLIENT shall become immediately liable for any and all sums described in any SOW or Agreement document for the remainder of the then-current Term. This final payment shall include all expenses accrued, including unbilled QA testing, training or other ongoing support hours (which may have been amortized under the SOW and Ongoing Support agreements). CLIENT access to the Allyant HUB terminates on the date of termination. Upon termination, CLIENT shall immediately remove Allyant "badges" on all pages/views on all sites and applications.

8. Miscellaneous.

8.1. Applicable Law; Venue. This Agreement as well as any and all claims or disputes between the parties shall be governed by the laws of the State of Colorado. Any action arising in connection with or related to this Agreement will be brought in the federal court in Denver or state courts located within Elbert County, Colorado, and the parties consent to the jurisdiction and appropriate venue of such courts.

8.2. Entire Agreement. This Agreement and any SOWs constitute the entire agreement between Allyant and CLIENT regarding its subject matter. The terms on any purchase order, confirmation, or other form submitted by a party to the other party shall not apply to this Agreement and are rejected. Neither this Agreement nor any SOW or WO may be modified except by a written agreement signed by both parties.

8.3. Independent Contractor; Use of Name. Allyant shall act at all times as an independent contractor, and shall be responsible for any and all social security, unemployment, Workers' Compensation, and other withholding taxes for any and all of its employees. Neither CLIENT nor Allyant will use the trademark(s), trade name(s) or service mark(s)

(whether registered or not) of the other party without the express prior written consent of the other party, except that each party may include the name of the other party on its list of vendors/customers.

8.4. Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be exchanged by letter/hard-copy, photocopy, email/pdf scan, fax, or similar technology, all of which shall be deemed valid and binding upon a party. Signatures may be by hand (a "wet" signature) or by any electronic or digital method, all of which shall be deemed binding upon a party.

IN WITNESS WHEREOF the parties have executed this Master Subscription & Services Agreement.

A360 Enterprises, LLC	**CLIENT**
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date

Hi Harmony,

Our CommonLook Office tool is a direct plug-in to Word and PPT and allows you to start authoring/creating your documents with accessibility in mind. You can definitely save some money by bundling a purchase together with CommonLook PDF. Here is a demo video you can watch of the software in action along with some pricing information:

- CL Office Demo

Product	Number of licenses	Price per License	Percentage Discount
CommonLook Office	1-24	$385.00	0%
CommonLook Office	25-49	$327.25	15%
CommonLook Office	50-99	$288.75	25%
CommonLook Office	100-499	$250.25	35%
CommonLook Office	500-999	$192.50	50%
CommonLook Office	1000-1499	$96.25	75%
CommonLook Office	1500+	$38.50	90%

Here is some pricing information if you were to package the two solutions together:

Product	Number of licenses	Price per License	Percentage Discount
CommonLook Suite (CommonLook PDF & CommonLook Office)	1-24	$1,113.50	0%
CommonLook Suite (CommonLook PDF & CommonLook Office)	25-49	$946.48	15%
CommonLook Suite (CommonLook PDF & CommonLook Office)	50-99	$835.13	25%
CommonLook Suite (CommonLook PDF & CommonLook Office)	100-499	$723.78	35%
CommonLook Suite (CommonLook PDF & CommonLook Office)	500-999	$556.75	50%
CommonLook Suite (CommonLook PDF & CommonLook Office)	1000-1499	$278.38	75%
CommonLook Suite (CommonLook PDF & CommonLook Office)	1500+	$111.35	90%

times 5 licenses

We can also absolutely assist with your website accessibility situation. I have copied my colleague Allison who specializes in those solutions on this email so you can setup some time to chat at your convenience. Please let me know if you have any other questions about the document/PDF side of things for now.

Best,

Eugene Matusevitch
Account Executive, Document Accessibility

Allyant was formed by combining the best web and document accessibility brands (T-Base, CommonLook, and Accessible360). **Read our story.**

Hoffmann Parker Wilson & Carberry | P.C.

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Kendra L. Carberry
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Kunal A. Parikh
Bria I. May
Nicholas A. Hartman

TOWN OF ELIZABETH
MEMORANDUM

TO: **MAYOR AND BOARD OF TRUSTEES**
PATRICK DAVIDSON, TOWN ADMINISTRATOR
MICHELLE OESER, TOWN CLERK

FROM: **COREY Y. HOFFMANN, TOWN ATTORNEY**
KUNAL A. PARIKH, ESQ.

DATE: **JANUARY 22, 2024**

RE: **UPDATE ON ACCESSIBILITY LAWS**

This memorandum discusses recent Colorado legislation imposing new standards for digital accessibility to protect individuals with disabilities. The Town of Elizabeth (the "Town") has until July 1, 2024, to comply with the WCAG 2.1 technical standards and two years from the date of the adoption and publication of these proposed new accessibility rules to conform with the new standards, unless the Town implements a technology accessibility plan while also providing reasonable accommodations or if the Town can demonstrate an undue burden. More specifically, this memorandum addresses: (1) whether all material on the Town's website must be accessible; and (2) whether all internally stored electronic documents must meet the new accessibility standards.

In 2021, the Colorado General Assembly passed House Bill 21-1110 ("HB 1110") which established the initial framework for the accessibility rules. In the 2023 legislative session, the Colorado General Assembly passed Senate Bill 23-244 ("SB 244"), which cleaned up some of the changes made by HB 1110. Then, as required by SB 244, the Governor's Office of Information Technology ("OIT") adopted the Proposed Colorado Technology Accessibility Rules (the "Proposed Rules"). 8 CCR 1501-11 Technology Accessibility Rules: Summary of Changes from the First Draft Rules Released 11/16/2023 to the Proposed Rules Released 12/15/2023, (last visited Dec, 29, 2023). We sent a memorandum on HB 1110 and SB 244 to the Town on August 21, 2023 ("Accessibility Memorandum") and a copy is attached hereto for reference.

The federal Department of Justice ("DOJ") issued a Notice of Proposed Ruling on August 4, 2023, regarding accessibility of web information for state and local governments. While this memorandum addresses only the Proposed Rules, we will keep you updated on the federal rulemaking.

Applicability

The Proposed Rules apply to any Colorado state or local government, department, agency, special district, and any other instrumentality of a local government for the purpose of determining whether an individual with a disability has been subjected to discrimination. C.R.S. § 24-23-802(1)(c). Public entities must make reasonable modifications to their policies, practices, or procedures to make the public entities programs, services, or activities accessible for a person with a disability unless the public entity can demonstrate that alternative methods of access would result in a fundamental alteration in the nature of a program or activity or undue financial and administrative burdens.

The Proposed Rules apply to all Information and Communication Technology ("ICT"), hardware, and software that is both public-facing and internal-facing. This includes any technology provided by or procured by the Town that is used by the public or a Town employee who exhibits needs for the requirements, including without limitation websites, applications, kiosks, digital signage, documents, video, audio, and third-party tools. FAQ: HB21-1110 Colorado Laws for Persons With Disabilities, (last visited Dec. 7, 2023). All technology must also meet one or more of the following standards: (1) the World Wide Web Consortium's (the "WC3") Web Content Accessibility Guidelines ("WCAG") (for all web content and software WCAG 2.1 level AA or higher) or (2) the technical standards contained in § 508 of the Rehabilitation Act of 1973, Chapter 3: Functional Performance Criteria, Chapter 4: Hardware, and Chapter 6: Support Documentation and Services. Technical Standard for Technology Accessibility for Persons with Disabilities, (last visited Dec. 7, 2023). The Proposed Rules require all ICT to meet the WC3 WCAG 2.1 guidelines by July 1, 2024. Beginning on October 5, 2025, all ICT must meet the W3C WCAG 2.2 guidelines conformance levels A and AA.

The WCAG has 13 guidelines that are organized under four principles: (1) perceivable; (2) operable; (3) understandable; and (4) robust. WCAG 2 Overview, World Wide Web Consortium https://www.w3.org/WAI/standards-guidelines/wcag/ (last visited Dec. 19, 2023). For each guideline, there are testable "success criteria" ranging from "A" (the lowest level of accessibility) to "AAA" (the highest level of accessibility). Web Content Accessibility Guidelines 2.2, World Wide Web Consortium (Oct. 5, 2023) https://www.w3.org/TR/WCAG22/. The success criteria determines conformance to WCAG. Unlike the WCAG, the Proposed Rules have been promulgated by OIT through a formal rulemaking process and incorporate the WCAG.

Compliance

If a Town is unable to comply with the WCAG 2.1 technical standards by July 1, 2024, the Town may still comply with the Proposed Rules as long as a person with a disability is able to access the same or substantially equivalent information and enjoy the same services through a Town's ICT as someone without disabilities. The Town may use conforming alternate versions of ICT to comply with the Proposed Rules, but only when it is not possible to make websites and web content directly accessible due to technical or legal limitations. In general, conforming alternate versions should be avoided.

Instead, the Town can demonstrate compliance with the Proposed Rules if the Town publicly publishes, annually updates, and makes meaningful progress on implementing a technology accessibility transition plan while also providing reasonable accommodations. The technology accessibility transition plan must include at a minimum: (1) annual status updates demonstrating progress on advancing the transition plan; (2) prioritization of ICT according to community impact and strategic impact including the following categories: legal requirements, importance to the program, service, or activity, user impact, and usage metrics; (3) the steps the Town is taking to remove accessibility barriers in their digital technology; (4) timelines which clearly communicate when inaccessible technology will be addressed and the plan for providing reasonable accommodation and modification in the interim; (5) policies for a regular cadence of testing and remediation of ICT; (6) a process where customers can report inaccessible ICT or request an accommodation or modification for inaccessible ICT; and (7) a notice, prominently and directly linked from the Town's website or other prominent location in the ICT, instructing how to request reasonable accommodations or modifications or to report inaccessible ICT. The notice shall provide more than one method to request accessible information.

Further, the Town shall make reasonable accommodations or modifications for alternative access when the modifications are necessary to avoid discrimination on the basis of disability, unless the Town can demonstrate that making such modification would fundamentally alter the service, program, or activity or present an undue financial, technical, or administrative burden. The Town shall post a notice prominently and directly linked from the Town's website or other prominent location in the ICT describing the methods to request accommodations or modifications.

Importantly, the Town may not provide services or benefits to individuals with disabilities through separate programs, unless the separate programs are necessary to ensure that services are equally effective. In addition, the Town cannot require an individual with a disability to cover the cost of measures that are required to provide that individual with nondiscriminatory treatment, such as providing auxiliary aids or barrier removal. Examples of auxiliary aids and services that may be provided include: (1) qualified interpreters; (2) note takers; (3) screen readers; (4) Computer Aided Real-Time Transcription services; (5) video interpreting services; (6) assistive listening headsets; (7) television captioning and decoders; (8) telecommunication devices for deaf persons; and (9) videotext displays, readers, taped texts, audio recordings, and written materials in Braille, large print, or electronic formats.

Undue Burden

In those circumstances where the Town believes that conformance with the Proposed Rules would fundamentally alter the service, program, or activity, the Town has the burden to prove that full compliance would result in such a fundamental alteration or undue burden. This decision must be made by the Town Administrator or designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion. And the Town would still need to ensure that individuals with disabilities receive the benefits or services provided by the public entity to the maximum extent possible.

Undue financial, technical, or administrative burden may be demonstrated when at least one of the following applies: (1) the resources of the program, service, or activity are not readily and legally available or the use of such funds would fundamentally alter the nature of the program, service, or activity; (2) contractual constraints prevent the modification of the program, service, or activity; or (3) when the necessary auxiliary aids or services are not feasibly available. Essentially, the Town must consider the extent to which compliance with the Proposed Rules would impose significant difficulty or expense considering the agency resources available to the program.

Importantly, ICT or portions of ICT for which full conformance with the technical standards may potentially create an undue burden for public entities may include the following examples:

1. Archived web content. Archived web content is content that is: (1) maintained exclusively for reference, research, or recordkeeping; (2) is not altered or updated after the date of archiving; and (3) is organized and stored in a dedicated area or areas clearly identified as being archived. *Nondiscrimination on the Basis of Disability: Accessibility of Web Information and Services of State and Local Government Entities*, 88 Fed. Reg. 51948 (proposed Aug. 4, 2023) (to be codified at 40 C.F.R. pt. 35).

2. Pre-existing conventional electronic documents and time-based media. These documents and media are created by or for a public entity that are available on a public entity's website or mobile app before the date the public entity is required to comply with these rules or before the updated standards go into effect, unless such documents or time-based media are currently used by members of the public to apply for, gain access to, or participate in a public entity's services, programs, or activities. Documents and media in this category are: (1) maintained exclusively for reference, research, or recordkeeping; (2) not altered or updated after the date of publication and (3) include portable document formats, word processor file formats, presentation file formats, spreadsheet file formats, and database file formats. *Id.*

3. Content contributed by a third party not under the control of the Town that is available on the Town's website or applications, and third-party content linked from the Town's website or application.

4. Password-protected class or course content of public educational institutions and individualized, password-protected, conventional electronic documents that are about a specific individual, their property, or their account.

5. Complex or atypical images and diagrams, including blueprints, architectural drawings, technical drawings, site plans, development plans, maps, complex comprehensive tables and charges, handwritten documents, and any image where there is no logical methodology to create an alternate description that will make the image understandable to assistive technology.

6. Reproductions of items in a heritage collection that cannot be made fully accessible.

7. Information and Communication Technology ("ICT") functions located in maintenance or monitoring spaces and ICT for which the Town has determined that full conformance with the accessibility standards would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens. Where ICT fully conforming to the accessibility standards is not commercially available, the Town must procure the ICT that best meets the accessibility standards consistent with the Town's business needs.

8. Agendas and packets that were posted on the Town's website prior to July 1, 2024, and archived agendas and packets may also meet the undue burden requirements. However, in order to remain an undue burden, these documents must be maintained exclusively for reference and must not be updated once archived.

Conclusion

By July 1, 2024, the Town must comply with the WCAG 2.1 technical standards, and within two years of when the Proposed Rules are formally adopted the Town must comply with the Proposed Rules, so that all electronic documents are accessible to those with certain disabilities. Although compliance with the WCAG 2.1 technical standards is not necessarily required if the Town can demonstrate it is implementing a technology accessibility transition plan while providing reasonable accommodations or if complying with the standards results in an undue burden, the Town should be prepared to make reasonable accommodations for alternative access to any excluded online technologies upon request. As OIT continues to provide additional information and guidance, we will update this memorandum.

As always, please feel free to contact us if this memorandum raises any additional questions.

Hoffmann Parker Wilson & Carberry | P.C.

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TOWN OF ELIZABETH
MEMORANDUM

TO: **MAYOR AND BOARD OF TRUSTEES**
PATRICK DAVIDSON, TOWN ADMINISTRATOR
MICHELLE OESER, TOWN CLERK

FROM: **COREY Y. HOFFMANN, TOWN ATTORNEY**
KUNAL A. PARIKH, ESQ.

DATE: **MARCH 18, 2024**

RE: **FINAL DIGITAL ACCESSIBILITY RULES**

This memorandum serves as an update to our previous memorandum dated January 22, 2024 (copy attached for reference). This update addresses the final Colorado Technology Accessibility Rules (the "Final Rules") adopted by the Governor's Office of Information Technology ("OIT") on February 23, 2024.

In 2021, the Colorado General Assembly passed House Bill 21-1110 ("HB 1110") which established the initial framework for the accessibility rules. In the 2023 legislative session, the Colorado General Assembly passed Senate Bill 23-244 ("SB 244"), which cleaned up some of the changes made by HB 1110. Then, as required by SB 244, OIT adopted the Final Rules. 8 CCR 1501-11 Rules Establishing Technology Accessibility Standards, (last visited Feb. 26, 2024).

Applicability

The Final Rules apply to all Information and Communication Technology ("ICT") in active use on or after July 1, 2024, and any ICT that is newly created, developed, acquired, or purchased on or after July 1, 2024. For ICT not in active use (*e.g.*, archived content), the Final Rules apply when the ICT is altered or updated, or when an accessible version is requested by an individual with a disability. However, the Final Rules do not require a public entity to take any action that

would fundamentally alter the nature of its programs, services, or activities, impose an undue burden, or pose a direct threat to the health or safety of others.

Compliance

Public entities must comply with the following technical standards for digital accessibility for ICT: (1) W3C WCAG 2.1 conformance levels A and AA; and (2) the technical standards contained in the U.S. Section 508 of the Rehabilitation Act of 1973 Chapter 4: Hardware, as applicable.

Compliance with the technical standards for ICT accessibility is not required if a public entity is forced to take any action that would fundamentally alter the nature of its programs or services, impose an undue burden, or pose a direct threat to the health or safety of others. Importantly, if the public entity cannot fully conform to the technical standards, the public entity can still comply with the Final Rules for ICT when:

(1) An individual with a disability is not substantially hindered from accessing or engaging effectively in the same or substantially equivalent services, programs, and activities that the public entity offers through its ICT to those without disabilities, with substantially equivalent ease of use.

(2) The public entity meets the requirements of the technology accessibility statement while also providing reasonable accommodations or modifications for ICT that does not fully conform with the technical standards, and the public entity can provide evidence of making good faith progress on its technology accessibility plan to remove accessibility barriers across its inventory of ICT. A technology accessibility plan may include the following:

(a) Annual status updates demonstrating progress on advancing technology accessibility;

(b) Prioritization of ICT considering how the ICT will impact the public entity and its users, including aspects such as legal requirements, user impact, usage metrics, and importance to the program, service, or activity;

(c) The steps the public entity is taking to remove accessibility barriers in their ICT;

(d) Timelines when inaccessible ICT will be addressed and the plan for providing reasonable accommodation and modification in the interim; and

(e) Policies for regularly testing and remediating ICT.

(3) The public entity procures and provides reasonable accommodations or modifications if needed for the ICT that best meet the technical standards and the public entity's business needs, which may include audience needs, capacity, reliability, interoperability, organizational needs, privacy, and security.

(4) The public entity has created and provides a conforming alternate version.

(5) Making the ICT fully conform with the technical standards would constitute an undue burden, fundamental alteration, or pose a direct threat, or is otherwise exempted from the technical standards.

A public entity may also use conforming alternate versions of ICT to comply with the Final Rules only when it is not possible or practical to make the ICT directly accessible due to undue burden, safety, or legal limitations. Examples of conforming alternate versions could include a website that provides identical information to a geographic information system in a non-graphical format, or a web application that uses accessible controls as an alternative to one with inaccessible controls.

Technology Accessibility Statement

Public entities are no longer required to develop a technology accessibility plan. Instead, the Final Rules require public entities to develop and publicly post in a conspicuous place a technology accessibility statement. The technology accessibility statement shall include: (1) a commitment to a timely response to reports of inaccessible ICT or requests for a reasonable accommodation or modification; and (2) a prominent notice informing individuals with disabilities on how to request reasonable accommodations or modifications or to report inaccessible ICT. The notice shall provide more than one contact method, which could include an accessible form to submit feedback, or alternatively, an email address or toll-free phone number to contact personnel knowledgeable about the accessibility of the ICT.

Reasonable Accommodation or Modification

In accordance with the Americans with Disabilities Act Titles I and II (42 U.S.C. § 12101 *et seq*.) (the "ADA") and the Final Rules, if an individual with a disability cannot access or does not have equal access, on the basis of a disability, to a program, service, or activity through a public entities ICT, the public entity must make reasonable accommodations or modifications for alternative access when the modifications are necessary to avoid discrimination on the basis of disability, unless the public entity can demonstrate that making such modifications would fundamentally alter the nature of the service, program, or activity, present an undue burden, or pose a direct threat to the health or safety of others. The public entity must post a prominent notice describing the methods to request reasonable accommodations or modifications for ICT. The public entity may not provide services or benefits to individuals with disabilities through programs that are separate or different, unless the separate programs are necessary to ensure that services are

equally effective. The public entity cannot require an individual with a disability to pay to cover the cost of measures, such as providing auxiliary aids or barrier removal, and must provide that individual with nondiscriminatory treatment.

Undue Burden

When the public entity believes that conformance with the Final Rules or a reasonable accommodation or modification would fundamentally alter the service, program, or activity, the public entity must demonstrate that full compliance would result in such a fundamental alteration or undue burden. In making this decision, the public entity must consider all resources available to the program or components for which the ICT is procured, developed, maintained, or used. In addition, the public entity would still need to ensure that individuals with disabilities receive the benefits or services provided by the public entity to the maximum extent possible.

Undue financial, technical, or administrative burden may be demonstrated when at least one of the following applies: (1) the resources of the program, service, or activity are not readily and legally available, or the use of such funds would fundamentally alter the nature of the program, service, or activity; (2) contractual, legal, regulatory, or technical constraints prevent the modification of the program, service, or activity; or (3) when the necessary auxiliary aids or services are not feasibly available.

In determining whether an action is in conformance with the Final Rules, or a reasonable accommodation or modification would pose a direct threat to the health or safety of others, the public entity must make an individualized assessment, based on reasonable judgment that relies on the best available objective evidence, to ascertain: (1) the nature, duration, and severity of the risk; (2) the probability that the potential injury will actually occur; and (3) whether reasonable modifications of policies, practices, or procedures or the provision of auxiliary aids or services will mitigate the risk.

If an action would result in a fundamental alteration, undue burden, or a direct threat, the public entity must take any other reasonable action, including providing reasonable accommodations or modifications that would not result in such an alteration, such burden, or such a direct threat, but would nevertheless ensure that individuals with disabilities receive the benefits or services provided by the public entity. Essentially, the public entity must consider the extent to which compliance with the Final Rules would impose significant difficulty or expense considering the agency resources available to the program.

Conclusion

By July 1, 2024, the Town of Elizabeth (the "Town") must comply with the Final Rules, so that all electronic documents are accessible to those with certain disabilities; this includes developing a technology accessibility statement that must be publicly posted. Alternatively, the Town may also comply with the Final Rules if the Town can:

(1) Demonstrate it is making good progress on a technology accessibility plan;

(2) Provide reasonable accommodations for alternative access to online technologies upon request to an individual with a disability; or

(3) Demonstrate that complying with the Final Rules would result in an undue burden that would fundamentally alter the service, program, or activity.

As always, please feel free to contact us if this memorandum raises any additional questions.

TO: Honorable Mayor and Board of Trustees

FROM: Zach Higgins, AICP Community Development Director

DATE: April 23, 2024

SUBJECT: Discussion and possible action Regarding Resolution 24R25 – A Resolution Approving funding for the Town of Elizabeth Façade Grant Program

SUMMARY

Staff is seeking approval of Resolution 24R25 – A Resolution Approving the Town of Elizabeth Façade Grant Program funding. The Board of Trustees approved Resolution 24R15 on March 26th, 2024 with an understanding that funding would be determined at a later date.

The Board of Trustees had initially planned on making use of ARPA funds as seed money for the grant program. Based on the expenditure requirements of ARPA, Staff recommended that ARPA funds NOT be used for this project. Funding for this program is anticipated to come from the Capital Improvement Fund, currently Account #31-80-0100 under "Land Purchase". In future years, a new account number will be identified for this specific program, and the Board will have the ability to provide additional funding for this program as may be determined in the regular budget process.

Resolution 24R25 would authorize the expenditure of $40,000.00 from Account #31-80-0100 "Land Purchase" for the establishment of this program, with additional funding to be determined by the Board on a yearly basis. The funds authorized for this grant program are to be restricted for use solely in the support of the Town of Elizabeth Façade Grant Program.

BUDGET

A budget allocation of $40,000 for 2024 with an additional $10,000 yearly allocation in 2025 and beyond has been previously discussed to fund the program.

STAFF RECOMMENDATION

Town Staff recommends the Board of Trustees approve Resolution 24R25 – A Resolution Approving the Town of Elizabeth Façade Grant Program funding in the amount of $40,000.00 from Account #31-80-0100.

ATTACHMENTS

Resolution 24R25

Town of Elizabeth Façade Grant Program Draft Application

RESOLUTION 24R25

A RESOLUTION APPROVING THE TOWN OF ELIZABETH FAÇADE GRANT PROGRAM FUNDING.

WHEREAS, the Town of Elizabeth seeks to fund the Town of Elizabeth Façade Grant Program.

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

SECTION 1. The Board of Trustees of the Town of Elizabeth authorizes the expenditure of $40,000.00 from Account #31-80-0100 "Land Purchase" for the establishment of this program, with additional funding to be determined by the Board on a yearly basis.

SECTION 2. The funds authorized for this grant program are to be restricted for use solely in the support of the Town of Elizabeth Façade Grant Program.

SECTION 3. This resolution to be in full force and effect from and after its passage and approval.

PASSED, APPROVED, and ADOPTED this ____ day of April 23, 2024 by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

_____
Tammy Payne, Mayor

ATTEST:

_____
Michelle M. Oeser, Town Clerk

Town of Elizabeth
Facade Grant Program

APPLICATION

Business/Property Owner Eligibility

All businesses and/or property owners within the designated boundary as well as all buildings on the Town of Elizabeth local historic register are eligible for the Façade Grant Program. Any building with a current zoning or building code violation is not eligible for the program. All bills, charges, or taxes due to the Town of Elizabeth must be current. Any property owner, or business owner with building owner authorization, within the boundary and/or on the local historic register may apply for the grant. Grant funds are dispersed on a reimbursement basis once the completed work has been verified by Town staff as compliant with the plans in the approved application. Any deviation from the approved grant project must be approved by Town staff or may result in the total or partial withdrawal of the grant. An 'After' picture and receipts for the finished work must be submitted within 45 days of project completion for reimbursement.

Section 1: Business/Property Owner Information & Eligibility Confirmation

Business/Property Owner Information

Business/Property Owner Name: _____

Business/Property Street Address: _____

Mailing Address: _____

Website: _____

Contact: _____ Title: _____

Phone: _____ Email: _____

If Applicable:

Description of Business Services _____
_____

Current number of employees: ____ How long have you been operating in Elizabeth? _____

Parent company name:

Section 2: Project Description

Briefly explain project and scope of work

DRAFT

Provide estimate materials and labor	Materials	Labor	Total
Property (Building)			
Property (Land)			

Section 3: Required Documents

Checklist for complete grant application (Check each of the boxes to show requirements are met.)	✓
a. Application form	
b. Narrative of proposed project (a clear written description of the project)	
c. Illustrations of the proposed work or architectural drawings	
d. Photos of the site and its relationship to adjoining sites	
e. Color samples and texture of finish materials, where applicable	
f. Scope of Work	
g. Planning Department comments/review including Historic Advisory Board comments	
h. Lease of property (if not owned by applicant and letter of authorization from property owner)	
All projects must meet general design guidelines of commercial properties set by the Town of Elizabeth building and sign codes and it is the responsibility of the applicant to apply for these permits.	
Applications will be evaluated by Town staff and presented to the Town of Elizabeth Façade Grant Program Committee. This committee is comprised of one member from each of the following boards: Main Street Board of Directors, Historic Advisory Board and Board of Trustees. Final grant approval is determined by the Town of Elizabeth Façade Grant Program Committee. The grant is limited to one grant award per property address per year. Grant awards are processed on a two-cycle basis. The first round of applications will be accepted from January 1st – January 31st, with a March 1st award date. The second round of applications will be accepted from June 1st – June 30th, with an August 1st award date.	

Amount granted would be based on scoring criteria. Application submission does not guarantee an award of funds.

Submit Complete Application and Documents by grant funding cycle deadline
All applications must be physically returned to: Town Hall, 151 South Banner Street, P.O. Box 159 Elizabeth, CO 80107 or electronically sent to: zhiggins@townofelizabeth.org

By signing below, I/we acknowledge that I/we have read, understood, and agree to comply with the guidelines and requirements set forth for the Town of Elizabeth Façade Grant Program.

Applicant's Name (Printed)

Applicant's Signature **Date**

TO: Honorable Mayor and Board of Trustees
FROM: Zach Higgins, Community Development Director
DATE: April 23, 2024
SUBJECT: Resolution 24R26 – Streetscape Cross Sections Amendment

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SUMMARY

Resolution 24R26 would repeal the previously approved Resolution 23R34 and approve the updated cross-section detail for Main Street in Elizabeth by incorporating the detail into the Street Standards and Specifications Manual. The cross sections will be utilized in the Main Street Streetscape Design project which is nearing completion.

CORE Engineering has provided the updated cross sections which maintain the ADA and other safety benefits of the previous iteration while retaining the existing curb, gutter, and storm inlet locations to reduce demolition, construction, and material cost. The estimated savings from this amendment is close to $1,000,000.00 (one million dollars).

The updated and attached cross-sections include three (3) mid-block cross sections and one (1) intersection cross-section. The first cross-section, for SH-86 to Broadway, shows a six (6) feet pedestrian zone with adjacent three and a half (3.5) feet transition zone next to forty-five (45) degree parking on the West side of Main Street. On the East side of Main Street, six (6) feet of pedestrian zone is shown adjacent to twelve (12) feet of transition zone, ten (10) feet of parallel parking and drive aisles. There will be two (2) twelve (12) feet drive aisles running the length of the project.

The second cross-section shows the block from Broadway to Elm with ten (10) feet of porch encroachment adjacent to six (6) feet of pedestrian zone, two (2) feet of transition zone, ten (10) feet of parallel parking next to drive aisles on the West side of Main Street. On the East side of Main Street, six (6) feet of pedestrian zone is shown adjacent to twelve (12) feet of transition zone, ten (10) feet of parallel parking next to drive aisles.

The third cross-section shows the blocks from Elm to Walnut with sixteen and a half (16.5) feet transition zone adjacent to six (6) feet of pedestrian zone, three and a half (3.5) feet of transition zone next to drive aisle on the West side of Main Street. On the East side of Main Street there is six (6) feet of transition zone adjacent to six (6) feet of pedestrian zone, six (6) feet of transition zone, ten (ten) feet of parallel parking next to drive aisles.

The final cross-section shows the typical intersection with twenty-eight (28) feet pedestrian and transition zone adjacent to the drive aisles. The intersection cross-section has been updated to modify the “bulb-outs” so that they now have a raised curb and gutter to maintain current storm inlet locations and drainage patterns.

STAFF RECOMMENDATION

Staff recommends approval of Resolution 24R26, a resolution repealing 23R34 and approving the updated Main Street cross-sections pursuant to Town of Elizabeth Municipal Code Section 16-3-140.

EXHIBIT(S)

1) Resolution 24R26
2) EXHIBIT A – Cross-Sections
3) Streetscape Plan View

RESOLUTION 24R26

A RESOLUTION REPEALING RESOLUTION 23R34 REGARDING THE PRIOR APPROVAL OF THE MAIN STREET CROSS SECTIONS PURSUANT TO ELIZABETH MUNICIPAL CODE SECTION 16-3-140, AND ESTABLISHING AND APPROVING A REVISED MAIN STREET CROSS SECTION

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

1. On February 13, 2018, by means of Resolution 18R04, the Board of Trustees for the Town of Elizabeth approved the Main Street Cross Sections pursuant to Elizabeth Street Standards and Specifications pursuant to 16-3-140 of the Town of Elizabeth Municipal Code. By and through Resolution 23R34 the Resolution 18R04 was repealed.

2. On August 22, 2023, by means of Resolution 23R34 the Town of Elizabeth repealed Resolution 18R04 and approved amended Main Street Cross Sections pursuant to Elizabeth Street Standards and Specifications pursuant to 16-3-140 of the Town of Elizabeth Municipal Code. By and through this Resolution 24R26 the Resolution 23R34 is hereby repealed.

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

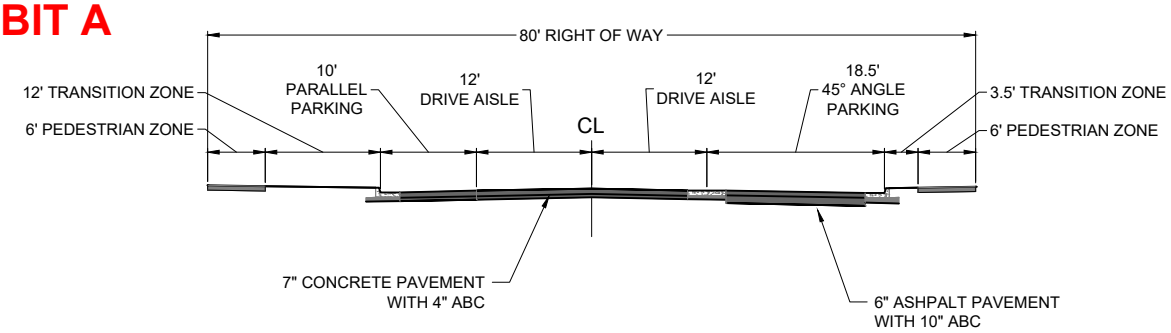
PASSED, APPROVED, and ADOPTED this 23rd day of April 2024, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

_____
Tammy Payne, Mayor

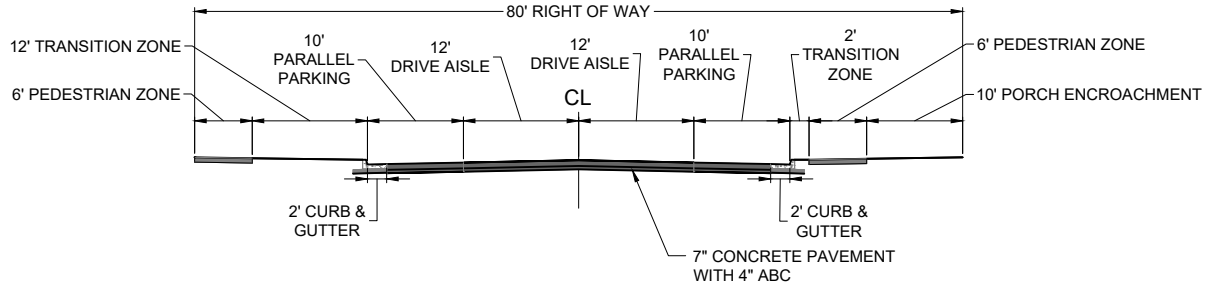
ATTEST:

_____
Michelle M. Oeser, Town Clerk

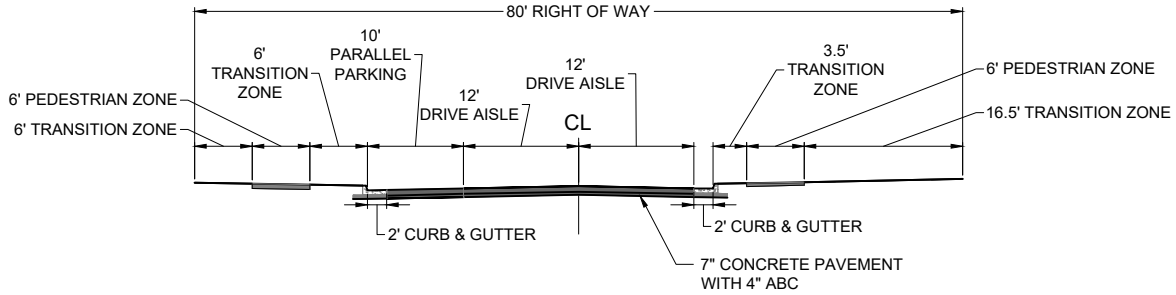
EXHIBIT A



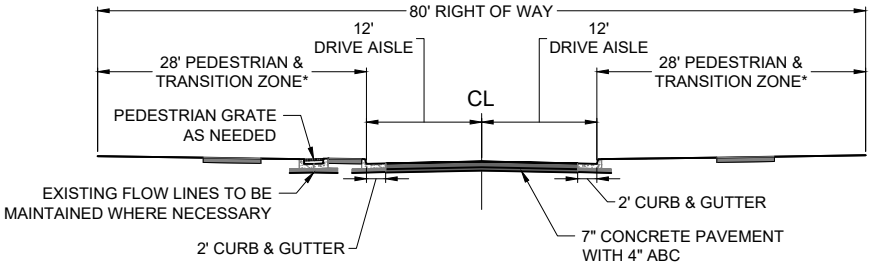
STA 10+00 TO STA 12+82
E KIOWA AVE TO E BROADWAY ST



STA 12+82 TO STA 15+60
E BROADWAY ST TO E ELM ST



STA 15+60 TO STA 26+08
E ELM ST TO E WALNUT ST



INTERSECTION WITH BULB OUTS

* HORIZONTAL LOCATION OF SIDEWALK VARIES AT EACH INTERSECTION

2021-09-11 (4:37 PM) Tyler Vodopich X:\10-010-080 Elizabeth Main Street Streetscape\Civil\CAD\Planset\Elizabeth Main Street CROSS-SECTIONS.dwg

CORE CONSULTANTS. INC.
LIVEYOURCORE.COM

0 20'

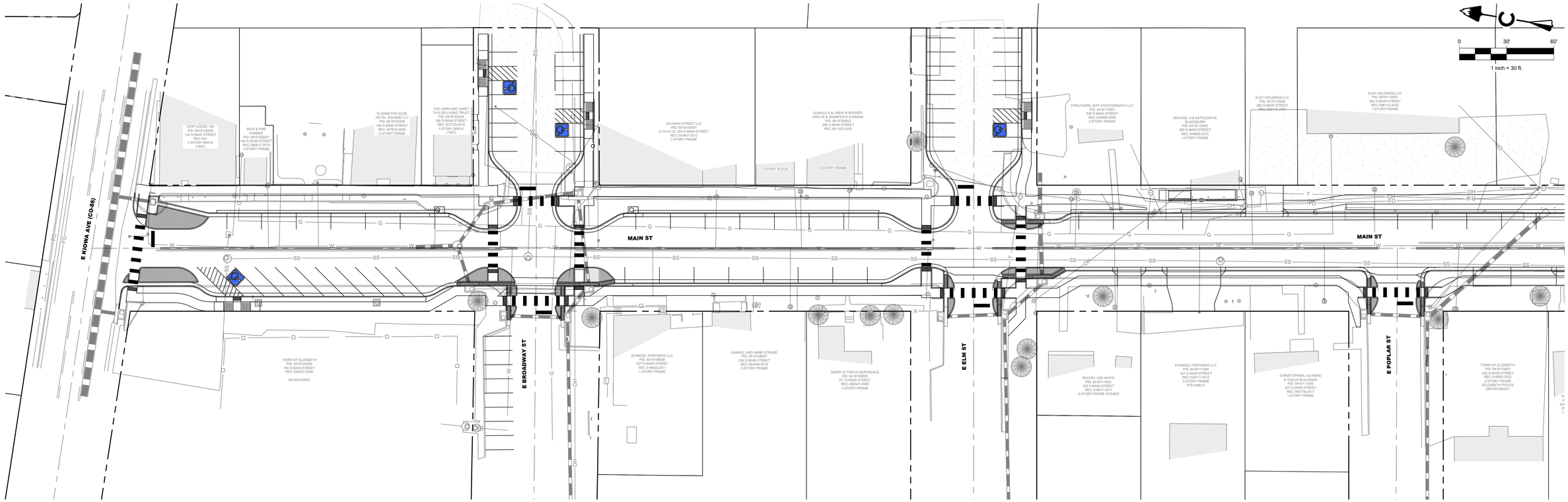
1 inch = 20 ft.

ELIZABETH MAIN ST.
STREETSCAPE
TYPICAL CROSS SECTIONS

SHEET NUMBER
1
OF 1 SHEETS

CREATED BY: TCV DATE: 4/15/2024

JOB NO
10-010



ELIZABETH MAIN ST STREETSCAPE
ALTERNATIVE BULB-OUT EXHIBIT

CREATED BY:	TCV
DATE:	02/16/24
JOB NO.	10-010-069
SHEET	1

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

LAND DEVELOPMENT
ENERGY
PUBLIC INFRASTRUCTURE

2/16/2024 11:09 AM - X:\10-010\069 ELIZABETH MAIN STREET STREETSCAPE\CIVIL\CAD\EXHIBITS\2024-01-30 ELIZABETH ALTERNATIVES\2024-02-16 FULL STREET EXHIBIT.DWG;

TO: Honorable Mayor, Mayor Pro Tem, and Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: April 4, 2024 – UPDATED
SUBJECT: Division of Elizabeth into Wards for Representation

BACKGROUND

Traditionally, the Town of Elizabeth has made use of "at-large" elected positions for the Mayor and Board of Trustees. This means that each citizen has the right to vote for all open positions during an election. This process is somewhat unique, as many municipalities across Colorado and the United States have moved to a Ward or District-based system. Under such a system, a municipality is geographically divided into Wards, each having equitable [not necessarily equal] representation, with the position of Mayor being selected from the Town at-large.

Should the Board of Trustees desire such a change, now is the time to do so. With 6 of the 7 Board seats [including Mayor] being open for an election this year, it is the best opportunity since the Town's formation to contemplate such a change. Additionally, with the substantial growth which has occurred during the past several years, the transition to Wards also allows for portions of the Town to better reflect their desires on projects and positions taken by the elected officials.

Any discussion regarding the use of Wards for elections, must necessarily take into consideration the residential growth that is likely to occur within the current jurisdictional boundaries of the Town of Elizbeth. As the Board is aware, the Town is considered "landlocked" in many respects, meaning that substantial expansion of the current Town into the County is fairly unlikely. However, there are considerable building locations remaining *within* the Town which likely will be built-out and developed over the next 3-5 years. As such, the Ward boundary lines being proposed consider reasonable expectations of growth.

ANALYSIS

Passage of Both a Resolution and an Ordinance.

Wards, in this instance, may be created by resolution, while the inclusion of additional territory within a ward requires an ordinance. As Wards were not provided during the formation of the Town of Elizabeth, both a resolution and an ordinance will be required to complete the process. See generally, C.R.S. §§31-2-104(1) and 31-4-104. Therefore, if the Board seeks to proceed in this manner, a resolution is adopted to create the Wards, and an ordinance is then used to codify the process.

Mayor Position.

The mayor's position does not change from the proposed conversion to Wards. This position remains town-wide as an at-large position, and elections would remain on the current election schedule which has been used in the past.

Ward Represented by Trustee Einspahr.
Trustee Einspahr's seat is not up for election during the November 2024 election cycle. In order to preserve both the equal representation and equal protection of the proposed redistricting, Trustee Einspahr would remain in his current elected position, subject to swearing in to the new board after the election. Trustee Einspahr would then hold this seat until the 2026 election for his Ward.

Wards Not Represented by Trustee Einspahr.
In the case of the Wards not associated with Trustee Einspahr, elections would be held in November 2024 [as scheduled] with the two candidates receiving the highest number of votes in each Ward being elected. The candidate with the highest number of votes would receive the 4-year term position, and the candidate receiving the second highest number of votes receiving the 2-year term position. Afterwards, each Ward will have one seat open for election every two (2) years.

Boundary Lines for the Wards.
Generally, if the Board was to consider the existing residential properties in the Town, the Wards could be as identified as in Exhibit A. This provides a balance of existing populations combined with future residential development that is currently under review, as well as that reasonably expected in the next few years.

STAFF RECOMMENDATION
Staff strongly recommends the Board of Trustees take this matter into consideration for several reasons. First, this is the most opportune time in which to look at any form of conversion, as 6 of the 7 seats are open for election in November 2024. Second, the proposed Wards will take into consideration not only the current make-up of the Town, but also takes into consideration further development which *may* occur within the existing Town boundaries. Finally, it proposes the most equitable means of ensuring the impact of particular votes within the Town of Elizabeth. More specifically, it proposes to increase direct accountability between citizens and elected officials, while at the same time ensuring a consistent balance of power between neighborhoods and subdivisions within the Town itself.

BUDGET CONSIDERATION
Any budget concerns in this matter are negligible.

ATTACHMENT(S)
Resolution Dividing the Town of Elizabeth into Three Wards
Ordinance Dividing the Town into Three Wards, Specifying Wards, and Mayor At-Large
Memorandum from Town Attorney Regarding Division of Town into Wards

RESOLUTION 24R16

A RESOLUTION DIVIDING THE TOWN OF ELIZABETH INTO THREE WARDS AND, THEREIN, CHANGING THE BOARD OF TRUSTEES FROM AT-LARGE POSITIONS TO ELECTION BY WARD

WHEREAS, a statutory town may be divided into wards by Resolution pursuant to C.R.S. § 31-2-104 (1); and

WHEREAS, the Board of Trustees of the Town of Elizabeth (the "Board") desires to divide the Town into three (3) wards.

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

Section 1. The Town of Elizabeth is hereby divided into three (3) wards, each with the following initial boundaries and numbered from North to South commencing with the number 1:

Ward 1: All that part of the territory within the Town located North of Highway 86/West Kiowa Avenue, and located to the East of South Tabor Street, is hereby constituted and numbered as Ward 1.

Ward 2: All that part of the territory within the Town located to the South of Highway 86/West Kiowa Avenue, with its Eastern Boundary being South Tabor Street, and its Western Boundary being located as identified on the map identified in attached Exhibit A, is hereby constituted and numbered as Ward 2.

Ward 3: All that part of the territory within the Town located to the South of Highway 86/West Kiowa Avenue, with its Eastern Boundary being adjacent to Ward 2, and its Western Boundary being identified as the Western jurisdictional boundary of the Town, is hereby constituted and numbered as Ward 3.

d. A map of the Town wards labeled as **Exhibit A** is attached to this Resolution. This map shall be the official map of the Town of Elizabeth wards and shall be referred to as the "Town Ward Map." In case of a conflict between the map and the descriptions set forth above, the description shall prevail.

Section 2. Each ward shall be represented by two (2) Trustees, each elected on staggered four (4) year terms, beginning at the November 2024 general election.

PASSED, APPROVED, and ADOPTED this ___ day of _____ 2024, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

_____

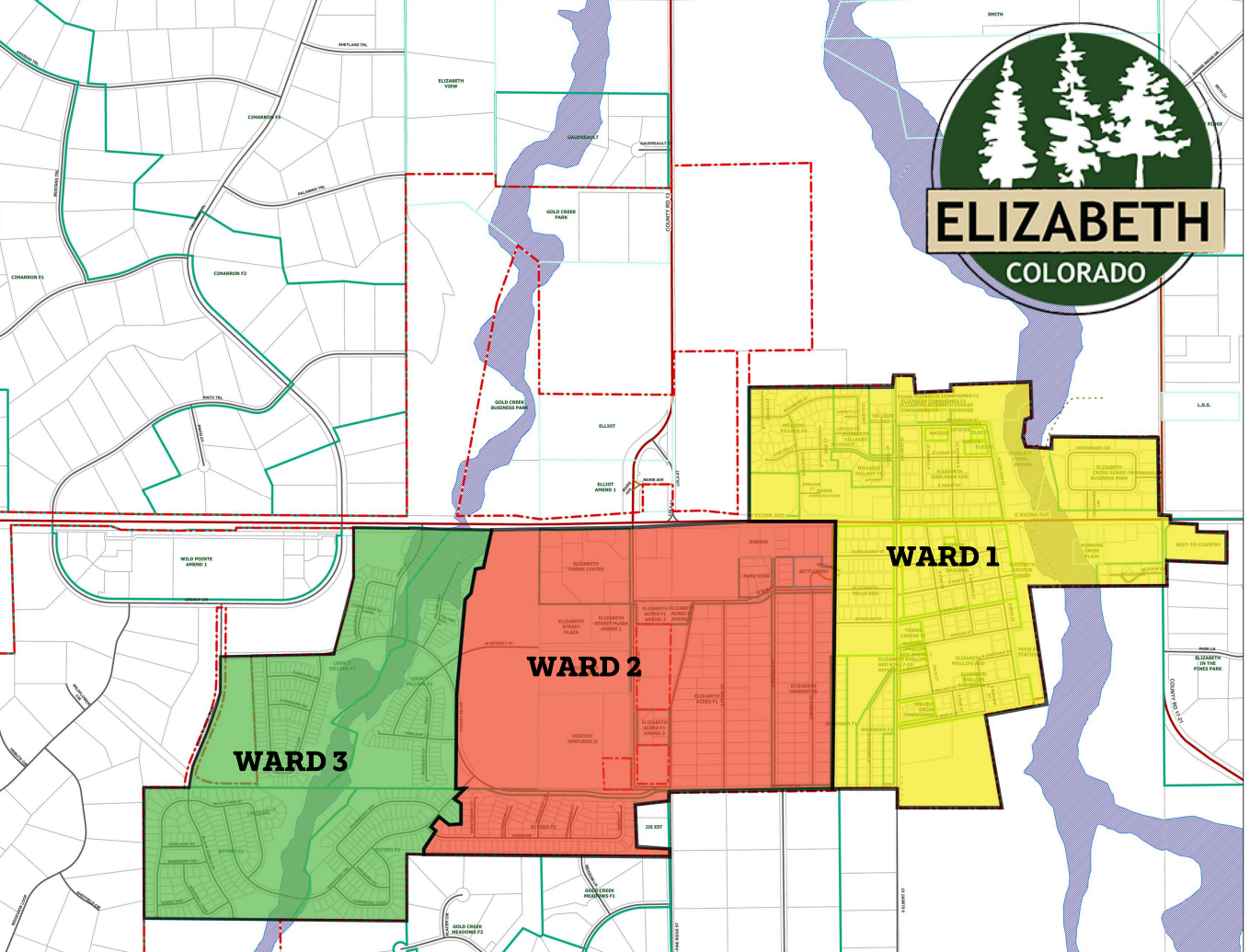
Tammy Payne, Mayor

ATTEST:

_____

Michelle M. Oeser, Town Clerk

Exhibit A
Town Ward Map


ELIZABETH
COLORADO
WARD 1
WARD 2
WARD 3

ORDINANCE 24-03

AN ORDINANCE DIVIDING THE TOWN INTO THREE WARDS FOR PURPOSES OF ELECTING MEMBERS TO THE BOARD OF TRUSTEES, WITH TWO TRUSTEES REPRESENTING EACH WARD AND A MAYOR REPRESENTING THE TOWN AT-LARGE

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

Section 1. The Town of Elizabeth Municipal Code is hereby amended by the addition thereto of a new Section 2-2-15 to read as follows:

Sec. 2-2-15. Election Wards.

(a) For the purpose of electing members to the Board of Trustees, the Town is hereby divided into three (3) wards as follows:

(1) Ward 1: All that part of the territory within the Town located North of Highway 86/West Kiowa Avenue, and located to the East of South Tabor Street, is hereby constituted and numbered as Ward 1.

(2) Ward 2: All that part of the territory within the Town located to the South of Highway 86/West Kiowa Avenue, with its Eastern Boundary being South Tabor Street, and its Western Boundary being located as identified on the map identified in attached Exhibit A, is hereby constituted and numbered as Ward 2.

(3) Ward 3: All that part of the territory within the Town located to the South of Highway 86/West Kiowa Avenue, with its Eastern Boundary being adjacent to Ward 2, and its Western Boundary being identified as the Western jurisdictional boundary of the Town, is hereby constituted and numbered as Ward 3.

(b) When territory is annexed to the Town, such territory shall be included in the ward within which boundaries the annexed territory is located.

Section 2. Section 2-2-10 of the Town of Elizabeth Municipal Code is hereby amended to read as follows:

(a) Terms. The Board of Trustees shall consist of six (6) Trustees and the Mayor. Each ward shall be represented by two (2) Trustees. Trustees shall be elected to serve four (4) year terms. The terms of the Trustees shall be staggered so that one (1) Trustee per ward shall be elected during any election. The terms of Trustees shall expire upon the first meeting of the Board following certification of the biennial election.

* * *

(c) Qualifications. Each Trustee shall be a resident of the Town ward they represent and a registered elector therein. If a Trustee, during the term of their office,

moves from or becomes a nonresident of their ward, they shall be deemed thereby to have vacated their office.

(d) Vacancies. In case of the death, resignation, vacation or removal for cause of any of the Trustees during their term of office, the Board of Trustees, by a majority vote of all remaining members thereof, may select and appoint, from among the duly qualified electors of the ward, a suitable person to fill the vacancy. The person so appointed shall hold office until the next regular election and until their successor is elected and qualified. If the term of the person creating the vacancy was to extend beyond the next regular election, the person elected to fill the vacancy shall be elected for the unexpired term. Where two (2) vacancies exist in a single ward and successors are to be elected at the next election to fill the unexpired terms, the candidate for Trustee of the ward receiving the highest number of votes shall be elected to a four (4) year term, and the candidate receiving the next highest number of votes shall be elected to fill the remainder of the unexpired term.

Section 2. Section 2-2-20 of the Town of Elizabeth Municipal Code is hereby amended to read as follows:

(a) The Mayor shall be elected to serve a term of four (4) years via a Town-wide election comprised of all wards. The Mayor shall otherwise meet the same qualifications as a Trustee and, in the event of a vacancy in the office of Mayor, such vacancy shall be filled in the same manner as a vacancy in the office of Trustee, as set forth in Section 2-2-10 herein.

* * *

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 _____, 2024.

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

_____
Tammy Payne, Mayor

ATTEST

_____
Michelle M. Oeser, Town Clerk

Hoffmann
Parker
Wilson &
Carberry | P.C.

Corey Y. Hoffmann
Kendra L. Carberry
Jefferson H. Parker
M. Patrick Wilson
Hilary M. Graham
Kathryn M. Sellars

Of Counsel
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511 16th Street, Suite 610
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Daniel P. Harvey
Ruthanne H. Goff
Katharine J. Vera
Elizabeth G. LeBuhn
Austin P. Flanagan
Kunal A. Parikh
Bria I. May
Nicholas A. Hartman

TOWN OF ELIZABETH
MEMORANDUM

TO: **MAYOR AND BOARD OF TRUSTEES**
PATRICK DAVIDSON, TOWN ADMINISTRATOR

FROM: **COREY Y. HOFFMANN, CITY ATTORNEY**
NICHOLAS A. HARTMAN, ESQ.

DATE: **MARCH 25, 2024**

RE: **DIVISION OF THE TOWN INTO WARDS**

This memorandum addresses the Town's ability to create a ward system, including various secondary legal questions therein on the rules governing it.

The Town may divide the town into constitutionally apportioned wards contemplated by Colorado law applicable to statutory towns. This division should be by resolution and ordinance no later than May 9, 2024, because it will create new seats that implicate variable amounts of term lengths.

As set forth below and in the attached, the Town shall then take the top two candidates receiving votes from the wards not containing Trustee Einspahr and assign them four- and two-year terms, in descending order of votes received. Trustee Einspahr should move to represent the ward he resides in until 2026, and the other spot should be elected to a four-year term. The mayoral position will not substantially change, and merely needs a small rewrite to conform with references to wards.

Statutory Authority

Town Authority to Create Wards

Colorado law does not contain a single reference to ward structure and rules in its subpart on statutory Towns. *See* C.R.S. § 31-4-301, *et seq.* However, "ward" is defined in the general

provisions governing municipal organization as a "district, the boundaries of which have been established pursuant to Section 31-2-104 or 31-4-104, from which a member of the governing body of the City or Town is elected." C.R.S. § 31-1-101 (14).

The statutory scheme for municipal corporations further provides that, during the organization of a new City or Town, incorporation election commissioners "shall" divide Cities, by resolution, into wards, and "may" divide Towns into wards. C.R.S. § 31-2-104 (1). These wards shall conform to constitutional apportionment requirements regarding equal districting and representation under the Equal Protection Clause. *Reynolds v. Sims,* 377 U.S. 533 (1964). Therefore, authority exists for the Town to divide itself into wards. Although the relevant authority contemplates this division to coincide with incorporation, there is nothing expressly limiting a Town from dividing at a later date – especially since language is so permissive in terms of formation.

Colorado law interestingly provides that wards shall be created by resolution, and that territory added to wards shall be done by ordinance. C.R.S. §§ 31-2-104 (1); 31-4-104. Therefore, the Town should pass a resolution creating the wards and codify the wards with procedures by ordinance.

Timing of Ward Formation, Election, and Trustee Qualifications

The language of C.R.S. § 31-4-301 (5) provides that four-year overlapping terms of office for trustees may be enacted by ordinance at least 180 days before the next regular election. C.R.S. § 31-4-301 (5). Terms may not be lengthened or shortened to fit this change, except to realign with the regular election schedule in the event of a vacancy. *Id.* Although a change to a ward system is not a change to term length, the Board's current make-up and recent vacations will require a mix of two- and four-year terms. Therefore, the Board should pass the Resolution and Ordinance establishing the ward system by May 9, 2024. Boundaries of the wards may be changed up to 90 days prior to an election. C.R.S. § 31-10-502 (2).

As stated previously, only statutory cities have specific statutory requirements for wards. However, to be safe, the Town should follow such procedures for its own ward system. C.R.S. § 31-4-106 provides that wards candidates shall have resided in the ward for which they are a candidate for at least 12 consecutive months prior to the election and shall be a registered elector therein. The elected ward members may not become a nonresident of the ward at any time during their tenure. *Id.* Any vacancy to a ward Trustee position may be filled either through appointment or election provided by C.R.S. § 31-4-108 (2)(b) until the next general election for that seat, as long as the appointed or elected individuals conform to the residency requirements. *Id.*

The Mayoral Position

Statutory cities and towns each provide for a mayor in addition to the Board. C.R.S. §§ 31-4-102 (1); 31-4-301 (1). The Mayor must reside in the Town and may be elected town-wide.

Id. Therefore, the Town's Mayor position merely needs updated in Code to reflect the specific town-wide/at large nature of the role.

Application to Town

The Town will be electing five of the six individuals on the Board this November, making this an opportune time to switch to a ward system if the Town determines to do so. As discussed herein, the mayoral position will remain a town-wide, at-large position and may stay on its current schedule. The five Trustee positions may be reassigned to wards and elected therein, subject to residency requirements.

The sixth Trustee position belonging to Trustee Einspahr, which is not up for election, creates a novel question of law. Because Colorado law contemplates wards being created upon incorporation, there is no dispositive authority on how to convert an at-large Trustee to a ward representative. Further, terms may not be shortened or extended by ordinance. C.R.S. § 31-4-301 (5). Therefore, the top two vote-getting candidates for the two wards not including Trustee Einspahr should fill the seats akin to how vacancies are currently handled at Code Section 2-2-10 (d). The three-ward structure implemented this Spring will therefore look something like this:

- Wards not represented by Trustee Einspahr: One election at the November 2024 election, with the candidate receiving the highest number of votes receiving the four-year term and the candidate receiving the second-highest number of votes receiving the shortened two-year term. The second seat will then fall back onto schedule in 2026.

- Ward containing Trustee Einspahr: One election at the November 2024 election for a four-year term.

Similar to a redistricting at the State level, Trustee Einspahr should then begin to represent the ward he currently resides in upon swearing in to the new Board, as a matter of equal representation and equal protection.

Conclusion

The Town may, at its election, create a constitutionally apportioned ward system contemplated by Colorado law. That ward system should be passed the Town's Resolution and Ordinance no later than May 9, 2024, because it will create new seats that implicate variable amounts of years. The Town shall then take the top two candidates receiving votes from the wards not represented Trustee Einspahr and assign them four- and two-year terms, respectively. Trustee Einspahr shall move to represent the ward he resides in, and the other seat should be elected to a four-year term. The mayoral position will not substantially change, and merely needs a small rewrite to conform with references to wards.

As always, please feel free to contact us with any questions.

ORDINANCE 24-

AN ORDINANCE DIVIDING THE TOWN INTO THREE WARDS FOR PURPOSES OF ELECTING MEMBERS TO THE BOARD OF TRUSTEES, WITH TWO TRUSTEES REPRESENTING EACH WARD AND A MAYOR REPRESENTING THE TOWN AT-LARGE

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

Section 1. The Town of Elizabeth Municipal Code is hereby amended by the addition thereto of a new Section 2-2-15 to read as follows:

Sec. 2-2-15. Election Wards.

(a) For the purpose of electing members to the Board of Trustees, the Town is hereby divided into three (3) wards as follows:

(1) Ward 1: All that part of the territory within the Town located _____ is hereby constituted and numbered as Ward 1.

(2) Ward 2: All that part of the territory within the Town located _____ is hereby constituted and numbered as Ward 2.

(3) Ward 3: All that part of the territory within the Town located _____ is hereby constituted and numbered as Ward 3.

(b) When territory is annexed to the Town, such territory shall be included in the ward within which boundaries the annexed territory is located.

Section 2. Section 2-2-10 of the Town of Elizabeth Municipal Code is hereby amended to read as follows:

(a) Terms. The Board of Trustees shall consist of six (6) Trustees and the Mayor. Each ward shall be represented by two (2) Trustees. Trustees shall be elected to serve four (4) year terms. The terms of the Trustees shall be staggered so that one (1) Trustee per ward shall be elected during any election. The terms of Trustees shall expire upon the first meeting of the Board following certification of the biennial election.

* * *

(c) Qualifications. Each Trustee shall be a resident of the Town ward they represent and a registered elector therein. If a Trustee, during the term of their office, moves from or becomes a nonresident of their ward, they shall be deemed thereby to have vacated their office.

(d) Vacancies. In case of the death, resignation, vacation or removal for cause of any of the Trustees during their term of office, the Board of Trustees, by a majority vote of all remaining members thereof, may select and appoint, from among the duly qualified electors of the ward, a suitable person to fill the vacancy. The person so appointed shall hold office until the next regular election and until their successor is elected and qualified. If the term of the person creating the vacancy was to extend beyond the next regular election, the person elected to fill the vacancy shall be elected for the unexpired term. Where two (2) vacancies exist in a single ward and successors are to be elected at the next election to fill the unexpired terms, the candidate for Trustee of the ward receiving the highest number of votes shall be elected to a four (4) year term, and the candidate receiving the next highest number of votes shall be elected to fill the remainder of the unexpired term.

Section 2. Section 2-2-20 of the Town of Elizabeth Municipal Code is hereby amended to read as follows:

(a) The Mayor shall be elected to serve a term of four (4) years via a Town-wide election comprised of all wards. The Mayor shall otherwise meet the same qualifications as a Trustee and, in the event of a vacancy in the office of Mayor, such vacancy shall be filled in the same manner as a vacancy in the office of Trustee, as set forth in Section 2-2-10 herein.

* * *

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 _____, 2024.

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

_____
Tammy Payne, Mayor

ATTEST

_____
Michelle M. Oeser, Town Clerk

RESOLUTION 24R____

A RESOLUTION DIVIDING THE TOWN OF ELIZABETH INTO THREE WARDS AND, THEREIN, CHANGING THE BOARD OF TRUSTEES FROM AT-LARGE POSITIONS TO ELECTION BY WARD

WHEREAS, a statutory town may be divided into wards by Resolution pursuant to C.R.S. § 31-2-104 (1); and

WHEREAS, the Board of Trustees of the Town of Elizabeth (the "Board") desires to divide the Town into three (3) wards.

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

Section 1. The Town of Elizabeth is hereby divided into three (3) wards, each with the following initial boundaries and numbered from North to South commencing with the number 1:

a. Ward 1: _____

b. Ward 2: _____

c. Ward 3: _____

d. A map of the Town wards labeled as **Exhibit A** is attached to this Resolution. This map shall be the official map of the Town of Elizabeth wards and shall be referred to as the "Town Ward Map." In case of a conflict between the map and the descriptions set forth above, the description shall prevail.

Section 2. Each ward shall be represented by two (2) Trustees, each elected on staggered four (4) year terms, beginning at the November 2024 general election.

PASSED, APPROVED, and ADOPTED this ___ day of _____ 2024, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

_____
Tammy Payne, Mayor

ATTEST:

_____
Michelle M. Oeser, Town Clerk

Exhibit A
Town Ward Map

Hoffmann Parker Wilson & Carberry | P.C.

Corey Y. Hoffmann
Kendra L. Carberry
Jefferson H. Parker
M. Patrick Wilson
Hilary M. Graham
Kathryn M. Sellars

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Katharine J. Vera
Elizabeth G. LeBuhn
Austin P. Flanagan
Kunal A. Parikh
Bria I. May
Nicholas A. Hartman

TOWN OF ELIZABETH
MEMORANDUM

TO: **MAYOR AND BOARD OF TRUSTEES**
PATRICK DAVIDSON, TOWN ADMINISTRATOR

FROM: **COREY Y. HOFFMANN, TOWN ATTORNEY**
NICHOLAS A. HARTMAN, ESQ.

DATE: **APRIL 15, 2024**

RE: **HOLDING AN ELECTION TO APPROVE THE DIVISION OF THE TOWN INTO WARDS**

This memorandum addresses ballot language for the creation of a ward system in the Town at the November 2024 election, and then discusses how such a system may be implemented if the measure were to succeed.

In a previous memorandum to the Town, we discussed that the Town may divide into constitutionally apportioned wards contemplated by Colorado law applicable to statutory towns. That legal analysis remains unchanged. However, because introducing this measure at the 2024 election necessarily means a ward system approved moving forward after the 2024 municipal election, the implementation would be different if the measure were approved by the voters. Accordingly, this memorandum addresses how to implement ward-specific Trustees beginning in 2026, which addresses implementation while avoiding any shortening of Trustee terms.

Discussion

Ballot Language

As discussed in our previous memorandum, Colorado law contemplates the creation of wards upon incorporation. *See* C.R.S. § 31-2-104(1). Therefore, the creation of wards by any means after incorporation is rather rare, and even more rare to be done by referred ballot measure.

In fixing the ballot title, Colorado law provides that public confusion of the effect of a "yes" or "no" vote should be mitigated whenever practicable. C.R.S § 31-11-111(3). Therefore, the ballot title should get to the heart of the matter, and could look as simple as this:

> "Shall the Town of Elizabeth be divided into three separate wards for the election of the Board of Trustees, excluding the Mayor who shall be elected at large?"

Timing of Ward Formation, Election, and Trustee Qualifications

Trustee terms may not be lengthened or shortened to fit changes to the role, except to realign with the regular election schedule in the event of a vacancy. C.R.S. § 31-4-301(5). If passed at the November 2024 election, the transition to a ward system may be implemented no earlier than the November 2026 election. To adhere to constitutional apportionment requirements, the wards must be relatively equal in population, and all represented by either one or two Trustees upon implementation. This analysis, in general terms, remains unchanged from our previous memorandum that discussed a 2024 ward system implementation.

However, the 2024 election has the benefit of most of the Trustee seats going up for election at the same time. If the Town cannot implement until 2026 or later, issues around Trustee residency may come into issue. The Town's future election schedule, under the proposed ward areas, looks like this:

Ward 1:
Seat A: four-year – election in 2028
Seat B: two-year – election in 2026; next election in 2028

Ward 2:
Seat A: four-year – election in 2028
Seat B: two-year – currently filled through 2026; election in 2028

Ward 3:
Seat A – four-year – election in 2028
Seat B – two-year – election in 2026; next election in 2028

Assuming the ward system ballot question passes at the 2024 election, the Town would have two options for apportionment that do not potentially compel a Trustee to no longer be eligible to serve in the Trustees' ward:

- One, the Town could apportion all 2026 two-year term Trustees (the "B-Seats") to Wards 1-3 and leave all four-year term Trustees still in office (the "A-Seats") at-large. Manitou Springs, Colorado, has a similar system. *See* Manitou Springs Code of Ordinances Section 2.02.010 (noting that all Councilmembers have staggered four-year terms). These A-Seats could be apportioned at the 2028 election, when the seats go up for election, or simply left at-large if the Town desires a hybrid system.

- Two, the Town could wait until the November 2028 election to implement the ward system. All six Trustee seats, plus the Mayor, are up for election in 2028.

The Mayoral Position

Statutory cities and towns each provide for a mayor in addition to the Board. C.R.S. §§ 31-4-102 (1); 31-4-301 (1). The Mayor must reside in the Town and may be elected town-wide. *Id.* Therefore, the Town's Mayor position merely needs to be updated in Code to reflect the specific town-wide/at-large nature of the role. This role, further, is insulated from the above discussion on timing.

Conclusion

The Town may create a constitutionally apportioned ward system contemplated by Colorado law either by resolution or by referred measure to the electorate. If the Board chooses to go to election and the authority to implement a ward system passes at the November 2024 election, the Town cannot implement it until at least 2026. The Town will further need to decide on how and when it implements the system, considering the needs of the Town and the practical reality of the new system's residency requirements. The mayoral position will not substantially change, and merely needs a small rewrite to conform with references to wards.

As always, please feel free to contact us with any questions.

TO: Honorable Mayor and Board of Trustees
FROM: Patrick Davidson and Michelle Oeser Town Clerk
DATE: April 23 2024
SUBJECT: Publishing by Title Only

SUMMARY

When an ordinance is passed by the Board, it is published in full text in the newspaper in the public notice section. This can be costly depending on the size of the ordinance and the number of ordinances passed over a year. Staff would like to have this process changed to publishing by title only. The ordinance would be available in full text if people request to view it and it could be placed on the Town website if the Board chooses to do so. To change this process the question will need to go to the citizens for a vote on if they approve of this change. As people have modified how they seek out information, Staff believes this would not be an inconvenience to citizens as most go online and do not read the newspaper as they did in the past.

STAFF RECOMMENDATIONS

Staff recommends the Board approve attached Ordinance 24-04 and place the question of publishing by title only on the November ballot.

ATTACHMENT

Ordinance 24-04

TOWN OF ELIZABETH, COLORADO

ORDINANCE 24-04

AN ORDINANCE TO SUBMIT A BALLOT QUESTION ON WHETHER THE TOWN SHOULD BE PERMITTED TO PUBLISH ORDINANCES BY TITLE ONLY AND FIXING THE BALLOT TITLE FOR SAID REFERRED MEASURE

WHEREAS, the Town of Elizabeth, Colorado is a municipal corporation duly organized and operating as a statutory town under the Colorado Constitution and law of the State of Colorado; and

WHEREAS, pursuant to C.R.S. 31-11-111(2), the Town's Board of Trustees may refer any question to a vote of the registered electors of the Town by fixing a ballot title for such referred measure; and

WHEREAS, C.R.S. 31-16-105 requires all ordinances adopted by the Town's Board of Trustees to be published at least one time, in full, in a newspaper of general circulation in the Town; and

WHEREAS, C.R.S, 31-16-105 authorizes the Board of Trustees to refer a ballot question to the Town's electors seeking permission to publish ordinances by title only, rather than in full; and

WHEREAS, in order to reduce the Town expenditures, the Board of Trustees desires to submit to a vote of the registered electors of the Town a ballot question to determine whether the Town may publish ordinances by title only, with a full copy of the ordinances available for review by the public on file at Town Hall located at 151 S. Banner Street, Elizabeth, Colorado 80107, or such other places designated by the Town, instead of publishing each ordinance in full.

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

Section 1. At the November 5, 2024, coordinated election, the following question shall be submitted to the registered electors of the Town of Elizabeth, Colorado:

BALLOT TITLE: PUBLISH BY TITLE ONLY

BALLOT TEXT:

> TO REDUCE THE TOWN'S FINANCIAL BURDEN CONCERNING PUBLISHING ORDINANCES IN FULL UPON ADOPTION, SHALL THE TOWN OF ELIZABETH BE PERMITTED TO PUBLISH SAID ORDINANCES BY TITLE ONLY, AS PERMITTED UNDER COLORADO LAW, PROVIDED THAT THE FULL TEXT OF ALL SUCH ORDINANCES BE MADE AVAILABLE FOR REVIEW AT ELIZABETH TOWN HALL,

LOCATED AT 151 S. BANNER, ELIZABETH, COLORADO 80107, TOWN OF ELIZABETH WEBSITE, OR OTHER LOCATIONS AS THE BOARD MAY DESIGNATE.

Yes _____

No _____

Section 2. Safety Clause. The Town Board of Trustees hereby finds, determines, and declares that this ordinance is promulgated under the general police power of the Town of Elizabeth, 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 3. Severability. If any clause, sentence, paragraph, or part of this ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. Effective Date. This ordinance shall be effective thirty days after its publication.

PASSED AND APPROVED on first reading at a regular meeting of the Town Board of the Town of Elizabeth on this 23rd day of April 2024.

PASSED AND ADOPTED, SIGNED AND APPROVED, at the regular meeting of the Town Board of the Town of Elizabeth on this _____ day of _____, 2024.

TOWN OF ELIZABETH, COLORADO

_____
Tammy Payne, Mayor

ATTESTED:

_____
Michelle M. Oeser, Town Clerk

TO: Honorable Mayor, Mayor Pro Tem, and Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: April 23, 2024
SUBJECT: Change Order for Maguire Water for Tank Repairs

BACKGROUND
Through Resolution 23R27, the Board of Trustees authorized a Trade Contractor Agreement with Maguire Iron, Inc. for repairs to the Town's 300,000-gallon water storage tank, and the Town's 250,000-gallon water storage tank. The total amount due and owing in 2024 for these services is $315,000. The Agreement anticipates the upgrade to the 1,000,000-gallon water storage tank in 2025, in the amount of $315,000.

The Agreement included the addition of mixers within the tanks to prevent stagnant/non-moving water being delivered to residents. At the time, the mixers were expected to require electricity to operate. A design change has been recommended by Maguire which would allow the filling of the tanks from the wells to agitate the water to accomplish the same result. Ultimately, it will result in the necessary mixing of water without the use of electricity for the life of the system.

The additional piping to complete agitation of the tanks through filling of the tanks, without electricity, is $42,150.00. The cost savings by not requiring the installation of electric powered mixers is $35,550.00. As such, the total additional cost for the installation of the piping is only $5,600.00. However, the current financial policies, established through 23R16 do not necessarily anticipate such a scenario.

The Administrator is granted authority to approve an amendment via a change order when it does not exceed 10% of the original agreement AND when such change order does not exceed the approved appropriation for said purchase.

In this instance, the combined change orders are approximately 13% of the original agreement, even though it technically is only an additional $5,600.00 in actual costs to the Town of Elizabeth. Additionally, the expenditure exceeds the total amount of $315,000.00 established in Fund No. 52, Account Number 57 of the Water and Sewer Fund. Consequently, while in total the amount at issue is only $5,600.00, this matter should go to the Board of Trustees for approval.

ANALYSIS
While the net amount of the change order is only $5,600.00 in additional expenditures to the Town, the amount of the specific change order, combined with the overall total costs of the change order exceed the authority of the Town Administrator, and should be referred to the Board of Trustees for action and approval.

STAFF RECOMMENDATION
Staff recommends the approval of the change orders for the reasons set forth above.

BUDGET CONSIDERATION
The proposed capital outlay for this specific item is in excess of the amounts budgeted. It is anticipated that sufficient savings will exist within the account to absorb this nominal sum.

ATTACHMENT(S)
Addendum to Resolution 23R27
Contract for Services (Change Order) -300,000-gallon tank in the amount of $23,275.00.
Contract for Services (Change Order) – 250,000-gallon tank in the amount of $18,875.00.

RESOLUTION 24R27

A RESOLUTION AMENDING TOWN OF ELIZABETH RESOLUTION 23R27 AND AUTHORIZING THE TOWN ADMINISTATOR AND/OR HIS DESIGNEE TO EXECUTE CHANGE ORDERS.

WHEREAS, the Board of Trustees, through Resolution 23R27, authorized a Trade Contractor Agreement with Maguire Iron, Inc. for the repairs to the Town's water tanks; and

WHEREAS, Maguire Iron, Inc. has recommended a revision to the repairs and maintenance to the tanks that will ultimately result in cost-savings to the Town of Elizabeth; and

WHEREAS, the proposal requires change orders in the total amount of $42,150.00 [See attached **Exhibit A**], with costs savings in the amount of $35,550.00, resulting in the total amount of the change orders being $5,600.00; and

WHEREAS, the amount of the change orders is approximately 13% of the overall project expenditure, and exceeds the amounts approved in the 2024 Budget, thereby preventing the Town Administrator from executing the change orders without approval from the Board of Trustees.

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

SECTION 1. The Board of Trustees hereby authorizes the Town Administrator to execute the change orders and associated documents identified herein as **Exhibit A**.

PASSED, APPROVED, and ADOPTED this 23rd day of April 2024, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

_____
Tammy Payne, Mayor

ATTEST:

_____
Michelle M. Oeser, Town Clerk

TOWN OF ELIZABETH COLORADO

ADDENDUM to RESOLUSTION 23R27

Adopted July 11th, 2023

April 9, 2024

The following changes are being made to the contracts for the three water storage tanks as follows, removing the dynamic mixers from each of the tanks. Opted design changes in lieu of the mixers will follow as change orders for approval.

DQ005445-1 for the 250MG GST	$160,110.00
Credit for GS-9 mixer	<$18,275.00>
New billable total 2024	$141,835.00
DQ005447-1 for the 315MG GST	$154,890.00
Credit for GS-9 mixer	<$18,275.00>
New billable total 2024	$136.615.00

Billable total for 2025 $19,240.00

DQ005445-1 for the 1000MG GST	$295,760.00
Credit for GS-12 mixer	<$25,370.00>

New billable total 2025 $270,390.00

Owner: **Town of Elizabeth, Colorado**

By: Mike DeVol (Name) PW Director (Title)

By: _____ (Name) Town Administrator (Title)

Date Accepted: 4-22-24

Upon acceptance, please provide two (2) signatures and date the agreement.

MAGUIRE IRON, INC.

(Authorized Agent)

Chuck Graber

(Date) April 9, 2024

MAGUIRE

1610 North Minnesota Ave
Sioux Falls, SD 57104
Phone: (605) 334-9749
Fax: (605) 334-9752
info@maguirewater.com

CONTRACT FOR SERVICES

This contract made and entered into this 18 day of April , 2024 , by and between Elizabeth, CO - Town of hereinafter called the “Owner” or “Customer” and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the “Contractor” or “Company” for and in consideration of the mutual covenants and promises hereinafter contained.

Elizabeth, CO-Change Order CST248 Exterior / Inlet / Overflow - 300MG GST

WITNESSETH:
Contractor agrees to make the following repairs and improvements on the Owner’s water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen’s Compensation Insurance and Contractor’s Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

Misc Paint - Touch Up Painting on Burned Coatings from Welding Repairs

- Contractor will prep and touch up areas of coatings that are damaged from the welding repairs schedule to take place. Coatings will be applied per the manufacturer's recommendations. Color will be matched as closely as possible to the existing coatings.

Flapper Gate

- Contractor will install one (1) 8 inch flapper / Screen combination to the overflow.

Cut Off Overflow to Terminate 24 Inches Above the Ground

Extend Tank 8" Inlet Pipe 15ft and Brace to Shell with Standoffs

Install 1" XH half black steel nipple within 18" of roof access hatch for controls contractor.

Install 3/4" IMC galvanized conduit per contract notes

1610 North Minnesota Ave
Sioux Falls, SD 57104
Phone: (605) 334-9749
Fax: (605) 334-9752
info@maguirewater.com

Supplemental Steel work to Exterior Renovation

- Extend tank inlet riser to 15' above floor and brace to sidewall. This is to assist with excess air elimination produced from wells.
- Modify existing overflow to terminate 24" above grade and install a State compliant flapper gate with screen. **Turn discharge point under the direction of the system operator.
- Install 1" XH half black steel nipple within 18" of roof access hatch for controls contractor.
- Install 3/4" IMC galvanized conduit from 4' above grade along ladder standoffs and terminate 24" from the 1" XH half black steel nipple for controls contractor.
- Touch up exterior paint where modifications and additions are made to tank. Owner to select and approve paint color.
- This proposal price is subject to acceptance of work to be done while crew is on site for the interior renovation. Eliminating an additional mobilization.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of **$ 23,275.00** plus applicable sales, excise, and/or use tax shall become due and payable in full.

Terms: Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1½% per month (annual rate of 18%) will be charged on past due accounts. During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage. Contractor will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner. Contractor may apply a temporary surcharge to amounts otherwise payable under this Agreement to reflect significant cost increases for materials, supplies, and/or fuel during high inflationary periods. Owner and the authorized agents signing this contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State. Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. **This is included in the contract amount.**

The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination.

HAZARDOUS MATERIAL DISCLAIMER: *In the event that hazardous materials are on the water tank and this information is not addressed in the specification or made known to Maguire Iron, Inc. prior to the price or bid being supplied by Maguire Iron, Inc., any additional means of hazardous material abatement or disposal costs will be born upon the Owner.*

This constitutes the entire contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.

MAGUIRE

1610 North Minnesota Ave
Sioux Falls, SD 57104
Phone: (605) 334-9749
Fax: (605) 334-9752
info@maguirewater.com

IN WITNESS WHEREOF, we have set our hands and seals the day and year above written.

Owner: Elizabeth, CO - Town of

MAGUIRE IRON, INC.

By: Mike DeVol (Name) PW Director (Title)

By: (Name) Town Administrator (Title)

By: Chuck Graber (Authorized Agent) 04/18/2024 (Date)

Date Accepted: 4-22-24

Upon acceptance, please provide two (2) signatures and date the agreement.

MAGUIRE

1610 North Minnesota Ave
Sioux Falls, SD 57104
Phone: (605) 334-9749
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CONTRACT FOR SERVICES

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Elizabeth CO - Change Order CS985 Exterior / Inlet / Overflow - 250MG GST

WITNESSETH:
Contractor agrees to make the following repairs and improvements on the Owner’s water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen’s Compensation Insurance and Contractor’s Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

Misc Paint - Touch Up Painting on Burned Coatings from Welding Repairs

- Contractor will prep and touch up areas of coatings that are damaged from the welding repairs schedule to take place. Coatings will be applied per the manufacturer's recommendations. Color will be matched as closely as possible to the existing coatings.

Flapper Gate

- Contractor will install one (1) 6 inch flapper / Screen combination to the overflow.

Cut Off Overflow to Terminate 24 Inches Above the Ground

Extend 6" Tank Inlet Pipe 15' and Weld Stand Offs to the Shell

1" XH half black steel nipple near hatch

Install 3/4" IMC galvanized conduit per contract notes

1610 North Minnesota Ave
Sioux Falls, SD 57104
Phone: (605) 334-9749
Fax: (605) 334-9752
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Supplemental Steel work to Exterior Renovation

- Extend tank inlet riser to 15' above floor and brace to sidewall. This is to assist with excess air elimination produced from wells.
- Modify existing overflow to terminate 24" above grade and install a State compliant flapper gate with screen. **Turn discharge point under the direction of the system operator.
- Install 1" XH half black steel nipple within 18" of roof access hatch for controls contractor.
- Install 3/4" IMC galvanized conduit from 4' above grade along ladder standoffs and terminate 24" from the 1" XH half black steel nipple for controls contractor.
- Touch up exterior paint where modifications and additions are made to tank. Owner to select and approve paint color.
- This proposal price is subject to acceptance of work to be done while crew is on site for the interior renovation. Eliminating an additional mobilization.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of **$ 18,875.00** plus applicable sales, excise, and/or use tax shall become due and payable in full.

Terms: Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1½% per month (annual rate of 18%) will be charged on past due accounts. During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage. Contractor will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner. Contractor may apply a temporary surcharge to amounts otherwise payable under this Agreement to reflect significant cost increases for materials, supplies, and/or fuel during high inflationary periods. Owner and the authorized agents signing this contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State. Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. **This is included in the contract amount.**

The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination.

HAZARDOUS MATERIAL DISCLAIMER: *In the event that hazardous materials are on the water tank and this information is not addressed in the specification or made known to Maguire Iron, Inc. prior to the price or bid being supplied by Maguire Iron, Inc., any additional means of hazardous material abatement or disposal costs will be born upon the Owner.*

This constitutes the entire contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.

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IN WITNESS WHEREOF, we have set our hands and seals the day and year above written.

Owner: Elizabeth, CO - Town of

MAGUIRE IRON, INC.

By: Mike DeVol PW Director
(Name) (Title)

By: Town Administrator
(Name) (Title)

By: Chuck Graber 04/18/2024
(Authorized Agent) (Date)

Date Accepted: 4-22-24

Upon acceptance, please provide two (2) signatures and date the agreement.

TO: Honorable Mayor, Mayor Pro Tem, and Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: April 12, 2024
SUBJECT: Audit Reference – GASB Statement No. 34

BACKGROUND

The Governmental Accounting Standards Board, commonly referred to as "GASB", establishes accounting and financial reporting standards for state and local governments that follow Generally Accepted Accounting Principles (GAAP). In essence, when the Town's auditors are reviewing the Town's financial statements, they are relying on the GAAP standards established by GASB.

In establishing its standards, GASB attempts to balance the intricacies of accounting principles with broader policy conditions. As such, in some instances GASB presents requirements which are "required" but not "mandatory" for purposes of the underlying accuracy of the financial statements and the audit. An example of this is found in GASB Statement No. 34 regarding a *Management's Discussion and Analysis*.[1] While the audit itself requires governments to present financial statements and account information regarding funds, Statement No. 34 deals more with items such as a government's financial performance, investments, policies, and anticipated changes for the year. As such, it often results in policy analysis being contained within the audit, which is outside of true financial considerations.

Because GASB's accounting and financial reporting standards are applicable to state and local governments, including entities such as cities, towns, libraries, cemeteries, airports, harbor authorities, toll highways, and related government activities, GASB provides no template or set standards as to what is to be included or excluded from the *Analysis*. This is also why the "required" analysis is not reviewed by the auditors and is not subjected to "mandatory" inclusion for the acceptance of the audit.

ANALYSIS

The Town of Elizabeth has not had a *Manager's Discussion and Analysis* included in the audit since calendar year 2018. Due to the constant turn-over in Administrators in years 2019, 2020, and 2021 no *Analysis* was provided in those audits. For calendar years 2022 and 2023, a majority of the Board did not seek its inclusion within those audits, determining that it was unnecessary.

Currently, the auditors are preparing its Independent Auditor's Report with the understanding that a *Manager's Discussion and Analysis* will not be included in the final report.

[1] For those more accustomed to corporate accounting, it is akin to the "Management Discussion and Analysis Letter" prepared during quarterly and annual reports, and specifically tied to both qualitative and quantitative analysis of corporate and stock performance.

STAFF RECOMMENDATION

Staff recommends that the Manager's Discussion and Analysis not be included in the upcoming audit report. Based on the size of the Town of Elizabeth, the size of its budget, and the limited number of public projects, it is unnecessary.

DIRECTION

In the event the Board would like to see this included in the upcoming audit presentation, it will be necessary to receive such direction as soon as possible. Reference to this Memorandum will be made during both April 23, 2024, Staff Report as well as presented with the Audit Packet.

TO: Honorable Mayor, Mayor Pro Tem, and Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: April 17, 2024
SUBJECT: Possible Request for Proposals (RFP) Regarding the Gesin Lot

BACKGROUND

On November 24, 2009, the Town of Elizabeth acquired the property located at 165 South Main Street, and commonly known as the "Gesin Lot" The lot is approximately .688 acres (29,980 square feet) in overall size and is currently zoned Downtown District. The northern boundary of the lot is State Highway 86, the Eastern boundary of the lot is Main Street, the Southern Boundary of the lot is Broadway, and the Western boundary of the lot are private property holders.

The property has previously served as a gas station, grocery, video rental, restaurant, and laundromat among other ventures. After acquisition by the Town, the property was subjected to two (2) environmental remediation projects. The first project involved the excavation, removal and remediation of fuel tanks on the location. The second project involved the remediation of asbestos on location, as part of a larger demolition project.

During the Town's time of ownership, it has been used occasionally and seasonally for small vendors, food vendors, the Friday Night Markets, Elizabash, the Walk-n-Talk, and the Mayor's Tree Lighting. While the Town issues permits for events held on the Gesin Lot, it merely offset a portion of the electricity and staff costs associated with any event at this location.

Since 2014 there have been various approaches for the sale and development of the Gesin Lot. These proposals have included a movie theatre, commercial development, and possible residential development. Between 2014 and 2017 the lot was listed for sale through a real estate firm, with no particular interest. In 2017 there was an interest in using the property to create a private-public partnership for a potential arts-based live/work project. The property was most recently under an option contract for development by a group from Parker, Colorado. This option contract lapsed in 2022 without a final project being selected by the Board. The most recent proposals were entertained by the Town Board of Trustees in 2022, which would have placed between 13-15 commercial units on the property.[1] This proposal failed to garner the required votes to move forward with development.

[1] Staff obtained a fair market analysis for the property in 2022. Due to a possible real estate transaction, and financial negotiations, the information should not be shared at this time in order to potentially maximize the sale price.

ANALYSIS

As noted during the February 10, 2024, Vision Meeting, the development of Main Street for Elizabeth has changed. The Town is working to complete the Main Street Streetscape Project, which will encompass changes in the sidewalks, roadway, parking and accessibility in the Downtown. This project will be in its final engineering stages soon, with anticipated bidding to take place in Spring/Early Summer 2024. In 2023 the Town acquired 444 South Main to provide necessary parking for the Running Creek Park event space. The design work for this parking lot will be completed this Spring for construction and completion in 2024. The Town is working to install a public restroom facility as part of the 444 South Main parking lot in 2024. Additionally, in 2023 the Town removed the houses across from Town Hall, thereby opening up additional parking within immediate walking distance of both Main Street and the Gesin Lot. Completion of this lot is anticipated in the 2025 budget.[2]

In addition, there are private business ventures occurring on Main Street, which will increase commerce in the Downtown District. Continued progress is being made on Main Street Station with anticipated groundbreaking to potentially occur as soon as late 2024. Additional business and property owners on Main Street are likewise looking to improve and expand their operations in the upcoming years.

Several members of the current Board of Trustees have expressed an interest in looking to development of the property at this time, within this new environment. As mentioned by Attorney Hoffman during a prior meeting, one way to look at the development of the property is through a Request for Proposal (RFP). The RFP would allow the Board to generally dictate and control the development of the property but remove the Town as a developer as a whole. In other words, it provides some guidance to a developer who is interested in the property, without directly controlling major aspects of the development.

As an example, the Board could control the height or number of stories to the building; require that it contain a restaurant; mandate storefronts on the first floor, and housing on the second floor; or any combination thereof. The key for a developer is that the more conditions that are mandated in the RFP, the more difficult the project becomes to complete. As such there is a need for a balance to be struck between the overall needs and wants of the Town vs. the marketability for the developer for the finished product.

Zach Higgins has reached out to the Colorado Department of Local Affairs (DOLA), and they would be able to work with the Town in developing an RFP for the Gesin Lot which would provide opportunities for the sale of the lot and encompass the desires of the Board of Trustees. DOLA would allow us to make use of up to eight (8) hours of their consultant's time in order to create the RFP. From Staff and the Board's purposes, this would mean that the Board would need to

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[2] These items have all be previously identified as community needs within the 2009 Elizabeth Community Revitalization Study, the 2015 Downtown Strategic Plan, the 2017 Arts Market Study, the Town's 2018 Market Analysis and Opportunity Assessment, the 2019 Comprehensive Plan, the 2022 Historic Preservation Survey Results, and the 2023 Elizabeth High School Community Survey Results. As such, the sale/development of the Gesin Lot is entirely consistent with the revitalization and strategic planning processes that began over fifteen (15) years ago.

streamline what it would consider requirements for development, to present to the consultant for the creation of the RFP. However, this should be relatively easy to complete in a timely complete.

STAFF RECOMMENDATION

Staff recommends that the Board strongly consider the use of an RFP to market the Gesin Lot for possible marketing and sale. With the anticipated completion of the 444 Main Street parking lot, the build-out of the Main Street Streetscape, and related projects the time is ideal to market and potentially sell the property. It is also understood that even after the RFP process, should the Board decide to retain the property, that option remains available.

The Town's Main Street Board of Directors encourages the Board of Trustees to consider this option for the development of the Gesin Lot. As the Trustees are aware, for many of the Downtown merchants, the development of this lot is the next appropriate step in the overall renewal and development of the Downtown and of Main Street.

The Historic Advisory Board shares an interest in the development of the Gesin Lot but are most concerned that the final build-out appropriately addresses the historic buildings in the immediate area. It is reasonably believed that the overall RFP can take into consideration architectural and design styles from neighboring properties, without sacrificing its own final design.

BUDGET CONSIDERATION

The only costs for this is Staff's time and the Board's time to ultimately reflect on the finalized RPF and to determine if the Board would want to move forward in the process. There are no direct budgetary costs in this process at this time.

ATTACHMENT(S)

None.

TOWN OF ELIZABETH POLICE DEPARTMENT

JEFF ENGEL, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

03/31/2024 to 04/13/2024

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 **03/31/2024 at 12:01 a.m. to 04/13/2024 at 11:59 p.m.** This information is compiled from our Records Management System (RMS), identified as New World (NW), as well as Douglas County Regional Dispatch (DCRD) records.

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

Elizabeth Police Department Activity Statistics Report

Reporting Period:

03/31/2024 to 04/13/2024

Total Calls for Service:

222

Traffic Stops:

Total Stops:	Penalty Assessments:	Written Warnings:	Verbal Warnings:	Assists to Other Agencies
62	27	31	1	3

Parking Violations:

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

Other Calls for Service:

Call Type:	Number of Calls:
911 Rapid SOS	1
Alarm-Business Burglary	2
Animal Bite	1
Animal Complaint	6
Assist to Fire Department	1
Assist to Other Agency	4
Bar Check	2
Business Check	12
Child Abuse	1
Citizen Assist	1
Citizen Contact	7
Civil	1

Elizabeth Police Department Activity Statistics Report

Reporting Period:

03/31/2024 to 04/13/2024

Crime Prevention	2
Criminal Mischief	1
Drunk Subject	1
Domestic Violence-Verbal	1
Flock Hit	1
Follow Up	18
Found Property	1
Fraud	3
Increased Patrol	36
Livestock Complaint	1
Medical Assist	3
Motorist Assist	3
Municipal Ordinance Violation	2
Motor Vehicle Accident with Property Damage	3
Motor Vehicle Accident with Hazards	1
Park Check	3
Parking Complaint	3
Report Every Drunk Driver Immediately	2
Sex Offense	1
Special Assignment	1
Suicidal Subject	2
Suspicious Circumstance	5
Suspicious Vehicle	5
Theft	2
Traffic Complaint	3
Traffic Hazard	1
Traffic Stop	62
Unwanted Subject	1
Vehicle Fire	1
VIN Verify	5
Warrant Arrest	1
Warrant Pickup	2
Welfare Check	3

Elizabeth Police Department Activity Statistics Report

Reporting Period:

03/31/2024 to 04/13/2024

Wildlife	1

Open Patrol Division Criminal Investigations:

Case Number:	Call Type:	Details:
23-3106	Municipal Ordinance	Investigation into a code enforcement case that was elevated to patrol.
23-4886	Fraud	Investigation into alleged fraud.
23-5283	Burglary	Investigation of an alleged burglary at a property in Town
24-0073	Vehicle Trespass	Investigation into an alleged trespass of a vehicle.
24-0685	Death	Investigation into an unattended death that occurred in Town.
24-0838	Criminal Mischief	Investigation into vandalism.
24-1085	Fight	Investigation into a fight that occurred at a local business.
24-1110	Motor Vehicle Accident	Investigation into a hit and run crash.
24-1119	Financial Crimes	Investigation to a cyber fraud.
24-1203	Financial Crimes	Investigation into a skimming case.

Elizabeth Police Department Activity Statistics Report

Reporting Period:

03/31/2024 to 04/13/2024

Open Community Services Division Municipal Ordinance Violations:

Case Number:	Call Type:	Notes:
24-1207	Accumulation to Constitute Nuisance	Investigation into accumulation of debris in town.
24-1237	Accumulation to Constitute Nuisance	Investigation into accumulation of debris in town.

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

Closed Case/Incident Reports:

Case/Incident Number:	Call Type:	Details:
24-1090	Assist to Elbert County Sheriff's Office	EPD responded to assist ECSO with a stolen vehicle. EPD responded to the area and located the suspect who was then turned over to ECSO.
24-1074	Parking Complaint	EPD responded to a report of a vehicle that excessively idles. After investigation, a warning was issued to the vehicle owner.
24-1035	Criminal Mischief	EPD responded to a report of vandalism in a construction area. After investigation, this case appeared to be connected to another EPD which is currently open. As there was a lack of information in this case, it will be reopened if a suspect is identified.
24-1019	Restraining	EPD responded to a dog at large. The dog was captured and impounded. The owner was identified, and the dog was returned to them.

Elizabeth Police Department Activity Statistics Report

Reporting Period:

03/31/2024 to 04/13/2024

24-1119	Mental Health Hold	EPD responded to a juvenile who had expressed suicidal ideations. After speaking with the juvenile, they told Officers they wanted to go to the hospital voluntarily on a mental health transport. EPD transported the juvenile to a mental health facility.
24-1076	Criminal Mischief	EPD responded to a local school on report of a broken window. After investigation, the suspect, who was a student, was identified. The school district and the juvenile agreed to enter into a civil agreement for repayment.
24-1131	Motor Vehicle Accident	EPD responded to a three-vehicle crash. The at fault driver was issued a municipal summons.
24-1142	Suicidal Subject	EPD responded to a subject who had expressed suicidal ideations. After speaking with the subject, they told Officers they wanted to go to the hospital voluntarily on a mental health transport. Elizabeth Fire Rescue transported the subject to a mental health facility.
24-1152	Domestic Violence	EPD responded to a verbal domestic violence call. After investigation, it was determined that probable cause did not exist to support criminal charges.
24-1148	Assault	EPD Officers responded to a local business on a reported assault. After investigation, the suspect was arrested and booked into the Elbert County Jail.
24-1147	Dog Bite	EPD responded to a report of a juvenile that was bitten by a dog. The owner of the dog was identified and issued a municipal summons for serval offenses. The juvenile did not have serious injuries.

Elizabeth Police Department Activity Statistics Report

Reporting Period:

03/31/2024 to 04/13/2024

24-1166	Vehicle Fire	EPD responded to a residence on report of a vehicle fire. After making sure it was unoccupied, EPD assisted the fire department in controlling the scene until the fire was controlled.
24-1153	Assist to Elbert County Sheriff's Office	EPD assisted ECSO on welfare checks of juveniles. The juveniles were located and found to be all right.
24-1206	Mental Health Hold	EPD responded to a report of a juvenile who was expressing suicidal ideations. After being evaluated by Centennial Mental Health, EPD transported the juvenile to a mental health facility.
24-1223	Sex Offense	EPD responded to a sex offense involving juveniles. After investigation, it was determined no crime had occurred.
24-1238	Assist to Elbert County	EPD responded to assist ECSO on a DUI.
24-1210	Financial Crimes	EPD responded to a report of fraud. After investigation, it was determined that no crime had been committed.
24-1239	Found Property	EPD had a license plate turned into them. As the current owner could not be identified, the license plate was sent back to the State of Colorado Department of Motor Vehicles.
24-1229	Motor Vehicle Accident	EPD responded to a two-car motor vehicle crash. The at fault driver was issued a municipal summons.
24-1205	Criminal Mischief	EPD responded to a reported vandalism. After investigation, no suspects were able to be identified.
24-1118	Harassment	EPD responded to a reported harassment. After investigation, charges were filed on two (2) juvenile suspects with the District Attorney.

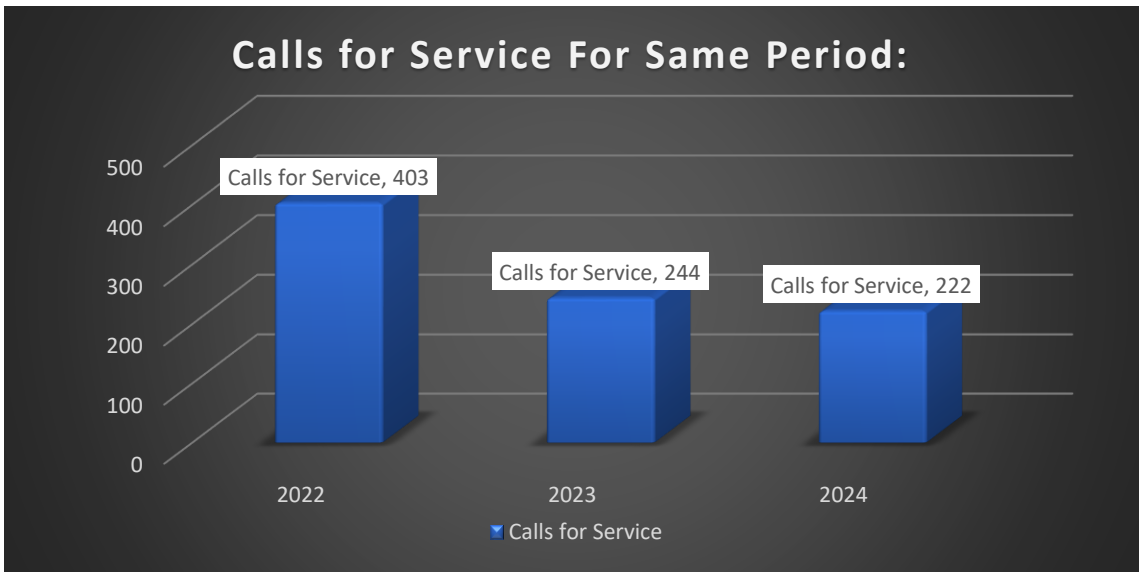
Elizabeth Police Department Activity Statistics Report

Reporting Period:

03/31/2024 to 04/13/2024

24-1252	Welfare Check	EPD responded to a welfare check on two (2) juvenile students who had missed an excessive amount of school. The students were contacted and found to be okay. The Elbert County Department of Human Services (DHS) was notified.
24-1276	Warrant Arrest	EPD arrested a juvenile male on a warrant. The juvenile was fingerprinted and released to a parent.

Historical Data:



Elizabeth Police Department Activity Statistics Report

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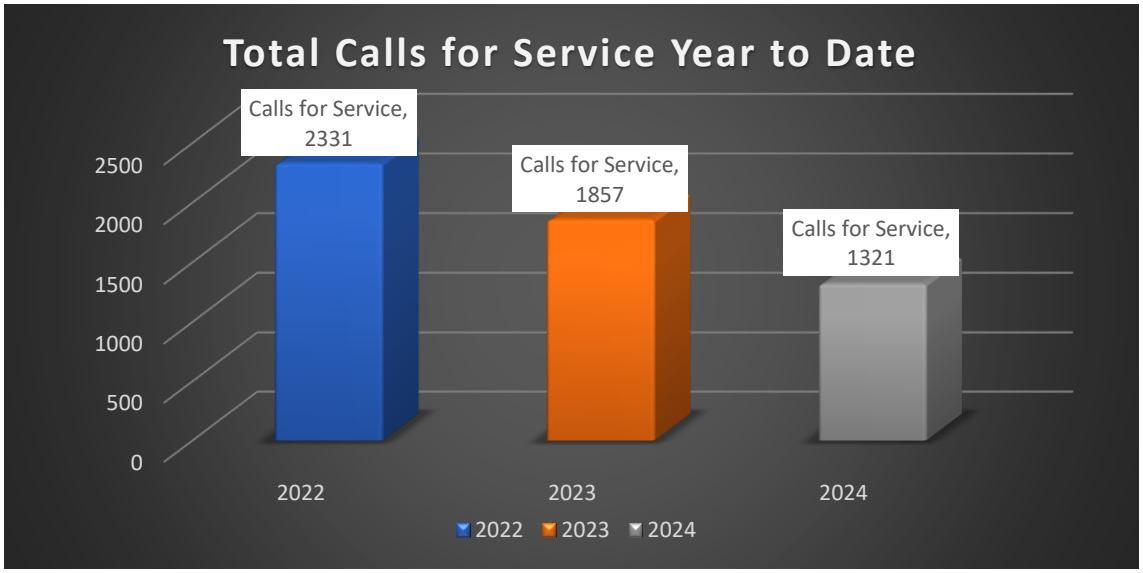
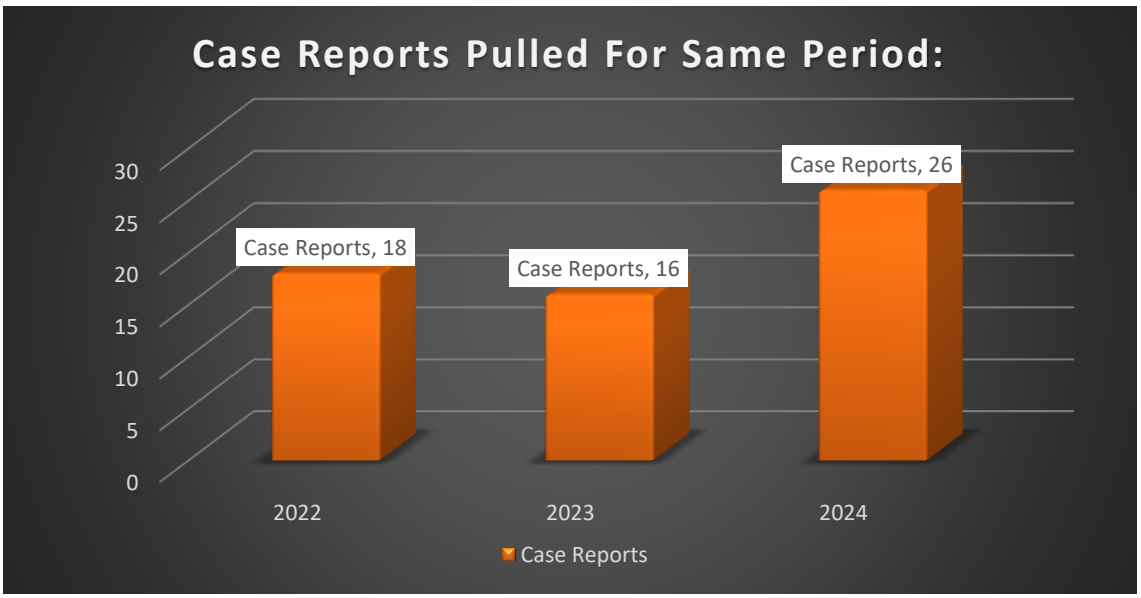




April 23, 2024

Management Team Updates

Community Development – Zach Higgins, Community Development Director

- Gesin Lot RFP – Staff has met with the DOLA Main Street Program to discuss upcoming projects. DOLA Main Street has provided the Town with ten (10) hours of professional RFP development services with one of their consultants to establish an RFP for the Gesin Lot. Staff will work with the Board of Trustees, Main Street Board of Directors, and Historic Advisory Board to gather information to be put into the final RFP product. The RFP consultant's contract is through early June, so we will need to have information to him by mid to late May to be included.
- Staff is working with Elizabeth Parks and Recreation District and Elizabeth School District on a joint Planning and Capacity Grant for a Parks, Trails, and Open Space Master Plan.
- Main Street Monument Sign. DHM has provided the Town with a 60% design set fulfilling their contract obligation. The Town will need to put out an RFP to finish the design and construct the archway.
- Town of Elizabeth Façade Improvement Grant. The BOT has approved the resolution creating the program and will address funding the program in a future meeting. All committee members for 2024 have been appointed. Barb McGinn (BOT), Dennis Rodriguez (HAB), and Michael Hussey (MSBOD).
- The MSBOD has completed their strategic planning update which includes their mission/vision statement as well as an update to their workplan to better reflect key goals identified by current Main Street Board Directors.
- The HAB continues to work on the creation of the first Historic District in Town and updates to the Design Guidelines in relation to Historic and adjacent buildings. June 12th was the second public meeting to get feedback regarding the district and design guidelines. HAB will be pursuing individual property owner feedback. Two (2) HAB members and two (2) staff traveled to Brighton which recently implemented a historic district to get feedback from that community's staff and business owners about the process, overcoming contention, and feedback since implementation. The HAB has begun its efforts to restart this process throughout 2024.
- The HAB has started their Oral History program. Bob Rasmussen is leading this effort and is making great progress.
- The HAB has obtained 15 title reports from historic properties in Town and is working on creating full reports which can be shared with property owners and used to further their preservation efforts.
- Main Street Streetscape. CORE has provided a Change Order to complete the project through design and construction bid. CORE will provide updated cross-sections to be approved by the BOT if the CO is approved.
- CDOT has processed the deeds for remnant parcels of land to the Town adjacent to the CR-13 realignment. Staff will now work to annex and zone said parcels.

- The Town's Volunteer program has been launched and is live on the Town's website and volunteersignup.com. A launch event for the program was held on April 11th at the Elizabeth High School in the Cafetorium.
- The Planning Commission has completed a PUD evaluation to see if any Elizabeth Municipal Code revisions should be made due to commonalities. The intent was to reduce the need for PUD's to develop within the Town. The Planning Commission has identified two options for code amendments to be reviewed with the BOT at a future workshop.
- The Planning Commission has made a recommendation to the BOT in regards to daycare/nurseries as a Use by Right in Regional Commercial and Commercial Mixed Use zone districts. They also included daycare/nurseries as a Use by Right in residential zone districts as part of their recommendation.
- The Town has received confirmation of award from CDOT's Revitalizing Main Street Grant for the Main Street Streetscape Project of $250,000.00.
- The Town has received confirmation of award from DOLA's EIAF Tier II Grant for the Main Street Streetscape Project of $1,000,000.00.
- Staff has set dates for neighborhood block parties to take place this summer. Planning to have each department of the Town be represented to answer questions and generally interface in a non-formal setting. We will provide information, ice cream, games, and swag as part of the event. The dates include: 06/19, 06/20, 06/27, 07/10, 07/11, 07/18, and 07/31

ELIZABETH
COLORADO

TOWN OF ELIZABETH BLOCK PARTY SCHEDULE

June 20
302 Liberty St

June 27
1020 CR 136

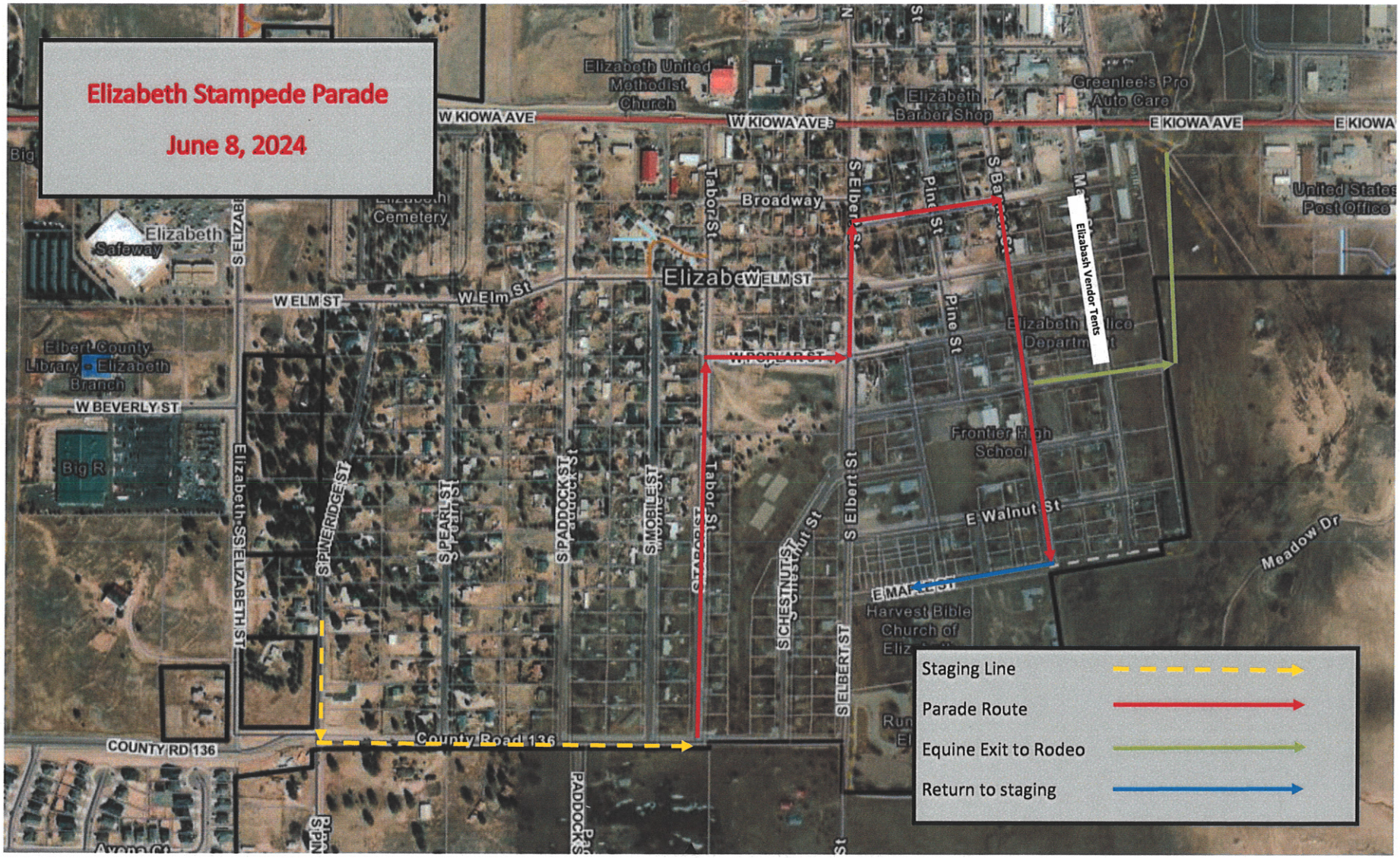
July 31
165 S Main St

July 11
433 S Elbert St

July 10
856 Pine Ridge St

July 18
1042 High Point Trail

June 19
1027 Black Saddle St


Elizabeth Stampede Parade
June 8, 2024
W KIOWA AVE
E KIOWA AVE
Elizabeth United Methodist Church
Elizabeth Barber Shop
Greenlee's Pro Auto Care
Broadway
Tabor St
S Elbert St
Pine St
Elizabash Vendor Tents
United States Post Office
Elizabeth Safeway
Cemetery
W ELM ST
W Elm St
Elbert County Library - Elizabeth Branch
W BEVERLY ST
Big R
S ELIZABETH ST
S PEARL ST
S PADDOCK ST
S MOBILE ST
S CHESTNUT ST
E Walnut St
Frontier High School
Meadow Dr
Harvest Bible Church of
S ELBERT ST
COUNTY RD 136
County Road 136
Staging Line
Parade Route
Equine Exit to Rodeo
Return to staging

Certificate of Appreciation

This certificate is presented to:

Vince Pemberton

In recognition for 10 years of outstanding service to the Town of Elizabeth

Mayor Tammy Payne

Administrator Patrick Davidson

TOWN OF ELIZABETH SEAL INCORPORATED SEPTEMBER 24, 1888

"We sincerely appreciate your hard work and efforts year over the years. Thank you for your many wonderful years of service!"

Certificate of Appreciation

This certificate is presented to:

Steven Herbel

In recognition for 5 years of outstanding service to the Town of Elizabeth

Mayor Tammy Payne

Administrator Patrick Davidson

TOWN OF ELIZABETH SEAL INCORPORATED SEPTEMBER 24, 1909

"Thank you for being such a valuable member of our team. Wishing you the best for continued success!"