



TOWN OF ELIZABETH

**TOWN OF ELIZABETH UPDATED 9-23-24
BOARD OF TRUSTEES REGULAR MEETING
Tuesday, September 24, 2024 at 7:00 PM
Town Hall, 151 S. Banner Street**

Conferencing Access Information: This is viewing-only access.

<https://us02web.zoom.us/j/88348796580?pwd=SrTvGJaSZHVbNDwOXGuRyDVtF5UI2U.1>

Join via phone at 1 669 900 9128 Meeting ID: 883 4879 6580

Meeting Passcode: 382236

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

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

AGENDA CHANGES

CONSENT AGENDA

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

PROCLAMATION

2. Proclamation Proclaiming October Planning Month

NEW BUSINESS

3. Discussion and possible action on Resolution 24R35, a Resolution making certain Findings of Fact regarding the proposed annexation of parcels of land to the Town of Elizabeth, Colorado, known as the 889 South Elizabeth Street Annexation – Corey Hoffmann

- [4.](#) Discussion and possible action on Ordinance 24-11, an Ordinance approving and accomplishing the annexation of a parcel of contiguous unincorporated territory known as the 889 South Elizabeth Street property in Elbert County – Corey Hoffmann
- [5.](#) Discussion and possible action on Ordinance 24-12, an Ordinance zoning property newly annexed to the Town of Elizabeth to Commercial Mixed Use (CMU) District – Corey Hoffmann
- [6.](#) Discussion and possible action on a contract with Visible Digital Solutions for eVAC (electronic Victim Advocacy Cards) - Chief Engel

PUBLIC HEARING

- [7.](#) Budget Amendment - Patrick Davidson and Hannah Bruce

NEW BUSINESS

8. Discussion and possible action on Resolution 24R40, a Resolution amending the 2024 Budget – Patrick Davidson and Hannah Bruce

MANAGEMENT MONITORING REPORTS

- [9.](#) Management Monitoring Reports

BOARD OF TRUSTEES REPORTS

10. 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

September 10, 2024

CALL TO ORDER

The Regular Meeting of the Board of Trustees of the Town of Elizabeth was called to order on Tuesday, September 10, 2024, at 7:00 PM by Mayor Tammy Payne.

ROLL CALL

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

Also present were Town Administrator Patrick Davidson, Town Clerk Michelle Oeser, Public Works Director Mike DeVol, Community Development Director Zach Higgins, Police Chief Jeff Engel, and Assistant Public Works Director James McErnie.

PLEDGE OF ALLEGIANCE

Mayor Payne led the Board in the Pledge of Allegiance.

PUBLIC COMMENT

There was no public comment.

AGENDA CHANGES

No agenda changes from the Administration.

No agenda changes by the Board.

Agenda set.

CONSENT AGENDA

1. Minutes of the Regular Meeting of August 27, 2024
2. Minutes of the Special Meeting of September 3, 2024

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

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

PROCLAMATION

3. Proclaiming September 17-23, 2024, as Constitution Week



Mayor Payne read the Proclamation to the public.

NEW BUSINESS

4. Discussion and Possible action regarding Resolution 24R39, PSA with SCJ Alliance for the Greater Elizabeth Parks, Trails, and Open Space Master Plan

Mr. Higgins provided a Staff report.

Motion by Trustee Belongia, seconded by Trustee Einspahr, to approve Resolution 24R39, a Resolution approving a PSA with SCJ Alliance for the Greater Elizabeth Parks, Trails, and Open Space Master Plan.

By a roll call vote, the vote of those Trustees present was 7 in favor and 0 opposed. The motion passed unanimously.

5. Discussion regarding Event Fees and Costs

Mr. Davidson provided a Staff report.

The Board provided Staff direction on how to move forward.

MANAGEMENT REPORTS

- Town Administrator Patrick Davidson:
 - Provided updates on ARPA fund expenditures.
 - Discussion on the 2019 Comprehensive Plan.
 - Provided responses to citizens' questions.
 - Discussion on the purchase of 601 Pine Ridge Street.
 - Discussion on meeting with Smart Growth Elizabeth.
- Chief of Police Jeff Engel:
 - Discussion regarding an assault on a firefighter/law enforcement officer.
 - Sgt. Sean Bigler is in his second week of LPO training.
 - The department's new F-150 has arrived.
 - The Police Department transitioned to T-Mobile cell phones and sim cards.
- Development Director Zach Higgins:
 - The Planning Commission has been holding workshops on the Strong Town's program.
 - The 5K/Color Run had 253 registered, a 23% increase from last year.
 - Discussion followed on the 5K/Color Run event.



TOWN OF ELIZABETH

BOARD OF TRUSTEES

- Public Works Director Mike DeVol did not have anything to add.

- Town Clerk Michelle Oeser:
 - Showed the Board the new Senior Bags for 2024.
 - Discussed Staff successes.
 - Student Liaison will begin providing reports before attending Board meetings.

BOARD OF TRUSTEE REPORTS

- Ward 3 – Trustee Belongia:
 - Participated in the Color Run. Stated it was great fun, with a great crowd.

ADJOURNMENT

Motion by Trustee Einspahr, seconded by Trustee McGinn, to adjourn the meeting at 8:32 PM. The vote of those Trustees present was unanimously in favor. Motion carried.

Mayor Tammy Payne

Town Clerk Michelle Oeser



COMMUNITY PLANNING MONTH PROCLAMATION

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning require public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, the American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to recovery and how planners can lead communities to equitable, resilient, and long-lasting recovery; and

WHEREAS, the celebration of National Community Planning Month allows us to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the Town of Elizabeth, and

WHEREAS, we recognize the many valuable contributions made by the professional community and regional planners of the Town of Elizabeth, County of Elbert, State of Colorado, and extend our heartfelt thanks for the continued commitment to public service by these professionals;

NOW, THEREFORE, BE IT RESOLVED THAT the month of October 2024 is hereby designated as **Community Planning Month** in the Town of Elizabeth, County of Elbert, State of Colorado in conjunction with the celebration of National Community Planning Month.

Adopted this 24th day of September 2024.

Mayor Tammy Payne

(SEAL)
Town Clerk Michelle M. Oeser



TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor, Mayor Pro Tem, and Members of the Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: September 24, 2024
SUBJECT: **SUPPLEMENT TO RECORD REGARDING RESOLUTION 24R30**
Annexation – 889 S. Elizabeth Street, Elbert County, Colorado

BACKGROUND

On May 16, 2024, the Town of Elizabeth received a *Petition for Annexation*, regarding the property commonly identified as 889 South Elizabeth Street, Elbert County, Colorado. The *Petition* was forwarded to the Board of Trustees for action. The Board has accepted the *Petition for Annexation* under Resolution 24R30.

On August 27, 2024, a Public Hearing was held to receive public comment with regard to the proposed annexation. During the Public Hearing the Applicant testified before the Board that information was being incorrectly [or perhaps maliciously] being withheld from the Board of Trustees. In addition, statements were made regarding the willingness of Staff to assist in the annexation process; questions as to the direction provided by the Board of Trustees to Staff; the honesty and integrity of the Staff; and concerns as to who may or may not have made offers and concessions towards resolution of outstanding concerns.

After the August 27, 2024, Public Hearing the Board instructed the Town Administrator to provide copies of relevant emails and correspondence that might be used to clarify the timeline and disputes in this matter. The attached copies, at the consent of the Board, are included as a supplement to the Record creation on August 27, 2024.

TIMELINE OF EVENTS:

9/26/2023 – request for meeting to discuss prospects of annexation of 889 S. Elizabeth Street
10/24/2023 – initial meeting to discuss prospects of annexation of 889 S. Elizabeth Street
5/23/2024 – annexation petition submitted to Town and forwarded to the Board of Trustees
7/9/2024 – approval of Resolution 24R30 by the Board of Trustees
8/6/2024 – Planning Commission meeting regarding CMU zoning request
8/27/2024 – Public Hearing by Board of Trustees for Annexation – no Agreement for action
9/10/2024 – “Final” Unsigned Agreement provided by Applicant for inclusion in Board Packet

Comments were made during the Public Hearing that excessive or extraordinary time was being taken to process the Annexation Application. A review of the timeline indicates that the Applicant took eight (8) months from the initial meeting on 9/26/2023 to apply. Once submitted, and reviewed by the Board, approximately sixty (60) days passed between approval of the resolution and the Public Hearing.

Patrick Davidson

From: Zach Higgins
Sent: Thursday, September 28, 2023 4:03 PM
To: Patrick Davidson
Subject: Fwd: 889 S Elizabeth St Annexation

Patrick,

Please see email from Grace. I'm assuming we will want to include Corey in this conversation. Let me know how you would like to proceed .

Thanks,

Zach Higgins, AICP
COMMUNITY DEVELOPMENT DIRECTOR
Town of Elizabeth
zhiggins@townofelizabeth.org
(303)725-7496

From: Grace Erickson <providence.consulting@outlook.com>
Sent: Tuesday, September 26, 2023 6:35:14 PM
To: Zach Higgins <zhiggins@townofelizabeth.org>
Cc: darren turn2construction.com <Darren@turn2construction.com>; lana turn2construction.com <lana@turn2construction.com>
Subject: 889 S Elizabeth St Annexation

Zach,

I'm reaching out on behalf of Darren and Lana Spradling with Turn 2 Development (cc'd) in regard to the potential annexation and development of the property located at 889 South Elizabeth Street. We are requesting a meeting with the Town to start discussions on the annexation of this property. Present from our team would be Darren and Lana, private counsel, and myself. Please let us know of a few date/time options that work for the Town, and we can run those by our team. We would like to meet in person for this discussion.

Thank you,
Grace



Grace K. Erickson, MPA, CDI.D
Managing Director
☎ (719) 207-2995
✉ grace@providenceconsultingservices.com
🌐 ProvidenceConsultingServices.com

Patrick Davidson

From: Grace Erickson <grace@providenceconsultingservices.com>
Sent: Tuesday, October 24, 2023 4:46 PM
To: cyh@hpwclaw.com; Patrick Davidson; Alexandra Cramer
Cc: darren turn2construction.com; tcollins@tcollinsatlaw.com
Subject: Follow up - 889 S Elizabeth St

Corey, Patrick, and Alex,


Thanks again for meeting with our team today regarding the potential annexation and zoning of 889 South Elizabeth Street. We'll be sure follow back up with you if/when we are ready to proceed with next steps.


Grace




Grace K. Erickson, MPA, CDI.D

Managing Director

 (719) 207-2995

 grace@providenceconsultingservices.com

 ProvidenceConsultingServices.com

Patrick Davidson

From: Michelle Oeser
Sent: Thursday, May 23, 2024 9:58 AM
To: Tammy Payne; Linda Secrist; Loren Einspahr; Barbara McGinn; Marianne Mayer Opl; Michael Schroder
Cc: Patrick Davidson; Zach Higgins; Alexandra Cramer
Subject: Communication
Attachments: Signed petition.pdf; Annexation map.pdf

Good day, Mayor, Mayor Pro Tem, and Trustees,

Attached you will find a submitted annexation petition and map for 889 S Elizabeth St. Pursuant to C.R.S. § 31-12-107(1)(f), the Town Clerk refers the petition to the Board of Trustees as a communication. The Board does not take any action.

Enjoy your beautiful Colorado day!

Kind Regards,

Michelle M. Oeser, MMC, PSHRA-CP
Town Clerk / Administrative Services Director
Elizabeth, CO. 80107
303-646-4166 ext. 2
moeser@townofelizabeth.org

The Key to Success
is to Focus on
Goals, not Obstacles.



Don't Follow Your Dreams,
Chase Them!



Patrick Davidson

From: Grace Erickson <grace@providenceconsultingservices.com>
Sent: Tuesday, June 4, 2024 4:26 PM
To: Zach Higgins; Todd Collins; darren turn2construction.com; Alexandra Cramer
Cc: lana turn2construction.com; Corey Hoffmann; Patrick Davidson
Subject: Re: 889 S Elizabeth Street signed petition and annexation map

Thanks Zach. I'm coordinating with Darren on availability over the next couple months and will get back with you. Also, per Darren's email earlier today, is the Town going to be sending over a draft annexation agreement, or is this something we should be providing redlines on a template with?



Grace K. Erickson, MPA, CDI.D
Managing Director
☎ (719) 207-2995
✉ grace@providenceconsultingservices.com
🌐 ProvidenceConsultingServices.com

From: Zach Higgins <zhiggins@townofelizabeth.org>
Date: Tuesday, June 4, 2024 at 4:23 PM
To: Todd Collins <tcollins@tcollinsatlaw.com>, Grace Erickson <grace@providenceconsultingservices.com>, darren turn2construction.com <darren@turn2construction.com>, Alexandra Cramer <acramer@townofelizabeth.org>
Cc: lana turn2construction.com <lana@turn2construction.com>, Corey Hoffmann <cyh@hpwclaw.com>, Patrick Davidson <p davidson@townofelizabeth.org>
Subject: RE: 889 S Elizabeth Street signed petition and annexation map

Todd,

I believe we are now all on the same page. I will await further correspondence from Grace and Turn 2 regarding their availability as it relates to future Board of Trustees meetings.

Zach Higgins, AICP

Community Development Director
Elizabeth, CO. 80107
Cell: 303-725-7496
zhiggins@townofelizabeth.org



From: Todd Collins <tcollins@tcollinsatlaw.com>
Sent: Tuesday, June 4, 2024 4:14 PM
To: Zach Higgins <zhiggins@townofelizabeth.org>; Grace Erickson <grace@providenceconsultingservices.com>; darren turn2construction.com <darren@turn2construction.com>; Alexandra Cramer <acramer@townofelizabeth.org>

Cc: lana turn2construction.com <lana@turn2construction.com>; Corey Hoffmann <cyh@hpwclaw.com>; Patrick Davidson <pdavidson@townofelizabeth.org>

Subject: RE: 889 S Elizabeth Street signed petition and annexation map

Zach,

Thank you for emailing me. I will just propose to you what I proposed to Corey. I just didn't want to reach out to you without copying Corey on the issue. While there are specific laws that apply to the process we are discussing, I don't see it as a legal dispute between T2 and the Town in any way shape or form. I will defer to Corey on whether he thinks he and I should be involved in this process.

If the Town is willing to work with T2 and Grace on scheduling the substantial compliance review, I don't see any reason whatsoever for me and Corey to get involved in this at this time. My proposal to Corey was for the Town to please allow T2 and Grace to review the BOT's meeting schedule and coordinate a BOT meeting date with T2's representatives and owners so that they may be available for all of the reviews and hearings. If it is acceptable to the Town, would it be possible for Grace to coordinate with T2 and the Town and propose dates for scheduling the substantial compliance review? That is all that they are asking for. We just want to make sure that everyone is on the same page and that we all realize that the Town has legal duties and deadlines for petitions for annexation. We also want the Town to know that it is the petitioner that is requesting the delay and in doing so would in no way shape or form point the finger at the Town for delaying any reviews so long as it is T2 requesting such delays.

Earlier, the situation, as it was described to me, felt as if everyone may not have been on the same page, and that is all I am trying to assure . . . T2, Grace, and the Town are all moving forward in a coordinated effort and that there is no need for Corey and I to be involved in this process unless absolutely necessary.

Sincerely,

Todd Collins, Managing Attorney
Todd Collins & Associates, LLC
724 E Kiowa Ave Ste 5
PO Box 456
Elizabeth, CO 80107
Ph: (303) 588-2200
www.tclawoffices.com

From: Zach Higgins <zhiggins@townofelizabeth.org>

Sent: Tuesday, June 4, 2024 3:58 PM

To: Todd Collins <tcollins@tcollinsatlaw.com>; Grace Erickson <grace@providenceconsultingservices.com>; darren turn2construction.com <darren@turn2construction.com>; Alexandra Cramer <acramer@townofelizabeth.org>

Cc: lana turn2construction.com <lana@turn2construction.com>; Corey Hoffmann <cyh@hpwclaw.com>; Patrick Davidson <pdavidson@townofelizabeth.org>

Subject: RE: 889 S Elizabeth Street signed petition and annexation map

Todd,

We understand your clients concerns and we are open to finding an agreeable date for resolution and future hearing. Please let me know, Corey and Todd, how much time you would like to discuss before scheduling the resolution and future hearing.

Thanks,

Zach Higgins, AICP

Community Development Director
Elizabeth, CO. 80107
Cell: 303-725-7496
zhiggins@townofelizabeth.org



From: Todd Collins <tcollins@tcollinsatlaw.com>
Sent: Tuesday, June 4, 2024 3:52 PM
To: Grace Erickson <grace@providenceconsultingservices.com>; darren turn2construction.com <darren@turn2construction.com>; Alexandra Cramer <acramer@townofelizabeth.org>
Cc: Zach Higgins <zhiggins@townofelizabeth.org>; lana turn2construction.com <lana@turn2construction.com>; Corey Hoffmann <cyh@hpwclaw.com>
Subject: RE: 889 S Elizabeth Street signed petition and annexation map

All,

Please do not schedule the substantial compliance review until Corey and I have been able to discuss. It is my understanding that the Town Clerk is required only to submit the petition for annexation to the BOT without “undue delay” so that the BOT may review the petition for substantial compliance. Undue delay is not a definite time frame, and it is a relative term especially when the Petitioner, Turn 2, is requesting the delay in submitting the petition to the BOT for review for substantial compliance. Turn 2 will not consider the Town liable for any delays in submission so long as Turn 2 is requesting the delays.

Sincerely,

Todd Collins, Managing Attorney
Todd Collins & Associates, LLC
724 E Kiowa Ave Ste 5
PO Box 456
Elizabeth, CO 80107
Ph: (303) 588-2200
www.tclawoffices.com

From: Grace Erickson <grace@providenceconsultingservices.com>
Sent: Tuesday, June 4, 2024 1:54 PM
To: darren turn2construction.com <darren@turn2construction.com>; Alexandra Cramer <acramer@townofelizabeth.org>
Cc: Zach Higgins <zhiggins@townofelizabeth.org>; lana turn2construction.com <lana@turn2construction.com>
Subject: Re: 889 S Elizabeth Street signed petition and annexation map

Alex,

Thank you for the update. In addition to Darren's comments below, please confirm with us if our project will go before the Board on June 11th as soon as you know so that we can line up a presence from our team. My understanding is we don't necessarily need to speak on the 11th, correct? It's just substantial compliance.


Also, in addition to Darren's comments below, it sounds like the zoning hearings would be scheduled after annexation approval, is that correct? I thought we had discussed scheduling them concurrently in our initial meeting with the attorneys, but I could be wrong. Please let me know if that's the approach, as I know that we only have 90 days to get the property zoned if that's the case.

Thanks,
Grace



Grace K. Erickson, MPA, CDI.D

Managing Director

 (719) 207-2995

 grace@providenceconsultingservices.com

 ProvidenceConsultingServices.com

From: darren turn2construction.com <darren@turn2construction.com>

Date: Tuesday, June 4, 2024 at 1:47 PM

To: Alexandra Cramer <acramer@townofelizabeth.org>, Grace Erickson <grace@providenceconsultingservices.com>

Cc: Zach Higgins <zhiggins@townofelizabeth.org>, lana turn2construction.com <lana@turn2construction.com>

Subject: Re: 889 S Elizabeth Street signed petition and annexation map

Alex, do we have an annexation agreement yet? I also can not attend a July 23rd hearing

Darren Spradling

Turn 2 Development LLC

303-881-5005 mobile

303-646-2559 office

303-646-2830 fax

www.turn2construction.com

From: Alexandra Cramer <acramer@townofelizabeth.org>

Sent: Tuesday, June 4, 2024 11:59 AM

To: Grace Erickson <grace@providenceconsultingservices.com>

Cc: darren turn2construction.com <darren@turn2construction.com>; Zach Higgins <zhiggins@townofelizabeth.org>; lana turn2construction.com <lana@turn2construction.com>

Subject: RE: 889 S Elizabeth Street signed petition and annexation map

Hi Grace,

The Town's attorney is working on drafting up the resolution which will set the public hearing date for the annexation. This public hearing date must be between 30 to 60 days from the effective date of the resolution. We are shooting for the June 11th BOT meeting and a hearing date of July 23rd. Once we get confirmation from Corey, we will let you know that these dates are set.

Thanks,

Alexandra Cramer

Planner / Project Manager

Elizabeth, CO. 80107

Phone: 303-646-4166

acramer@townofelizabeth.org



From: Grace Erickson <grace@providenceconsultingservices.com>

Sent: Monday, June 3, 2024 4:09 PM

To: Zach Higgins <zhiggins@townofelizabeth.org>; Alexandra Cramer <acramer@townofelizabeth.org>

Cc: darren turn2construction.com <darren@turn2construction.com>; lana turn2construction.com <lana@turn2construction.com>

Subject: Re: 889 S Elizabeth Street signed petition and annexation map

Zach and Alex,


I wanted to check in on this and where we are at with next steps.

Thanks,
Grace



Grace K. Erickson, MPA, CDI.D

Managing Director

 (719) 207-2995

 grace@providenceconsultingservices.com

 ProvidenceConsultingServices.com

From: Grace Erickson <grace@providenceconsultingservices.com>

Date: Thursday, May 16, 2024 at 10:40 AM

To: Zach Higgins <zhiggins@townofelizabeth.org>, Alexandra Cramer <acramer@townofelizabeth.org>

Cc: darren turn2construction.com <darren@turn2construction.com>, lana turn2construction.com <lana@turn2construction.com>

Subject: 889 S Elizabeth Street signed petition and annexation map

Zach and Alex,

I wanted to send you the digital versions of the signed petition and annexation exhibit that Lana will be dropping off today.


Thank you,
Grace



PROVIDENCE
CONSULTING, LLC

Grace K. Erickson, MPA, CDI.D

Managing Director

 (719) 207-2995

 grace@providenceconsultingservices.com

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Patrick Davidson

From: Corey Hoffmann <cyh@hpwclaw.com>
Sent: Thursday, July 25, 2024 7:58 AM
To: Todd Collins
Cc: Christina Lukenbill; darren turn2construction.com; Patrick Davidson
Subject: RE: 889 S Elizabeth St Annexation

Good morning, Todd,

Grace conveyed the message accurately. Because annexation is purely consensual, it is incumbent upon Town staff to assure that we are acting consistent with the direction of the Board of Trustees. Accordingly, on Tuesday night, the Board went into executive session as allowed by C.R.S. § 24-6-402(4)(e) to provide direction to Patrick and me regarding any terms to be negotiated related to the annexation agreement. The Board gave us direction that it does not want to consider annexation unless and until the homes and the outbuildings are demolished, and the well and septic system are abandoned.

Accordingly, if the term is unacceptable to your client, the Board certainly understands your client's position, and you can certainly withdraw the petition for annexation. In the alternative, the Board is willing to consider a timeline for demolition, but is unwilling to consider the annexation for approval unless and until the above conditions are met.

I am happy to chat with you if you or your client needs additional clarification.

Corey

Corey Y. Hoffmann
Hoffmann, Parker, Wilson & Carberry, P.C.
511 16th Street, Suite 610
Denver, CO 80202
Direct: (303) 951-2094
Main: (303) 825-6444

From: Todd Collins <tcollins@tcollinsatlaw.com>
Sent: Wednesday, July 24, 2024 4:04 PM
To: Corey Hoffmann <cyh@hpwclaw.com>
Cc: Christina Lukenbill <christina@tcollinsatlaw.com>; darren turn2construction.com <darren@turn2construction.com>
Subject: 889 S Elizabeth St Annexation
Importance: High

You don't often get email from tcollins@tcollinsatlaw.com. [Learn why this is important](#)

Corey,

I just received an email from Grace regarding what the Town is requesting from Turn 2 before annexation of the property at 889 S Elizabeth Street. It is my understanding that the Town is requesting the following:

“The board is requiring the homes and the outer buildings to be removed, the septic system to be abandoned and reclaimed, and the water well to be abandoned and plugged before annexation”.

Honestly, that is a bit of a ridiculous demand without knowing if the annexation will even be approved. We would be open to a contingency agreement where those things occurred within a reasonable time frame once the annexation is approved. Such an agreement should relieve both sides' concerns, that is if the Town truly wants to move forward in good faith. Simply put, such an ask without a contingency is a nonstarter. Let me know if we can work on this, or if we should just move forward with withdrawal and developing as a county property.

Sincerely,

Todd Collins, Managing Attorney
Todd Collins & Associates, LLC
724 E Kiowa Ave Ste 5
PO Box 456
Elizabeth, CO 80107
Ph: (303) 588-2200
www.tclawoffices.com

Patrick Davidson

From: Grace Erickson <grace@providenceconsultingservices.com>
Sent: Monday, July 29, 2024 1:03 PM
To: Patrick Davidson; Zach Higgins
Cc: Patrick Davidson
Subject: Re: 889 S Elizabeth St Annexation

Received, thank you. This was my first seeing this. I will touch base with my client, and we'll get back with you accordingly.

Grace



Grace K. Erickson, MPA, CDI.D
Managing Director
☎ (719) 207-2995
✉ grace@providenceconsultingservices.com
🌐 ProvidenceConsultingServices.com

From: Patrick Davidson <p davidson@townofelizabeth.org>
Date: Monday, July 29, 2024 at 12:50 PM
To: Grace Erickson <grace@providenceconsultingservices.com>, Zach Higgins <zhiggins@townofelizabeth.org>
Cc: Patrick Davidson <p davidson@townofelizabeth.org>
Subject: FW: 889 S Elizabeth St Annexation

Grace:

I wanted to reach out to make sure you are “in the loop” with regard to the annexation concerns. I note that you did not appear to be added to Corey’s email, however, it was sent to both your client and Mr. Collins, so hopefully it has been forwarded to you.

At this time, the Board is willing to entertain the prospects of annexation, pending the advanced removal of the outbuildings and the abandonment and reclamation of the well site and the septic system. This is a condition precedent to annexation. Once these steps are taken, the Board will entertain the option for annexation should your client so choose. It is my understanding that you have requested an updated redline of the annexation agreement. This will be provided upon completion of the abandonment and reclamation, as there appears nothing to reduce to further writing at this time.

In the alternative, as you know, the annexation petition may be withdrawn.

Should questions remain, I would recommend Mr. Collins visit with Corey for any additional clarifications.

Patrick

Patrick G. Davidson, Town Administrator
151 S. Banner Street

Elizabeth, CO 80107
(720) 351-4504
pdavidson@townofelizabeth.org



From: Corey Hoffmann <cyh@hpwclaw.com>
Sent: Thursday, July 25, 2024 7:58 AM
To: Todd Collins <tcollins@tcollinsatlaw.com>
Cc: Christina Lukenbill <christina@tcollinsatlaw.com>; darren turn2construction.com <darren@turn2construction.com>; Patrick Davidson <pdavidson@townofelizabeth.org>
Subject: RE: 889 S Elizabeth St Annexation

Good morning, Todd,

Grace conveyed the message accurately. Because annexation is purely consensual, it is incumbent upon Town staff to assure that we are acting consistent with the direction of the Board of Trustees. Accordingly, on Tuesday night, the Board went into executive session as allowed by C.R.S. § 24-6-402(4)(e) to provide direction to Patrick and me regarding any terms to be negotiated related to the annexation agreement. The Board gave us direction that it does not want to consider annexation unless and until the homes and the outbuildings are demolished, and the well and septic system are abandoned.

Accordingly, if the term is unacceptable to your client, the Board certainly understands your client's position, and you can certainly withdraw the petition for annexation. In the alternative, the Board is willing to consider a timeline for demolition, but is unwilling to consider the annexation for approval unless and until the above conditions are met.

I am happy to chat with you if you or your client needs additional clarification.

Corey

Corey Y. Hoffmann
Hoffmann, Parker, Wilson & Carberry, P.C.
511 16th Street, Suite 610
Denver, CO 80202
Direct: (303) 951-2094
Main: (303) 825-6444

From: Todd Collins <tcollins@tcollinsatlaw.com>
Sent: Wednesday, July 24, 2024 4:04 PM
To: Corey Hoffmann <cyh@hpwclaw.com>
Cc: Christina Lukenbill <christina@tcollinsatlaw.com>; darren turn2construction.com <darren@turn2construction.com>
Subject: 889 S Elizabeth St Annexation
Importance: High

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“The board is requiring the homes and the outer buildings to be removed, the septic system to be abandoned and reclaimed, and the water well to be abandoned and plugged before annexation”.

Honestly, that is a bit of a ridiculous demand without knowing if the annexation will even be approved. We would be open to a contingency agreement where those things occurred within a reasonable time frame once the annexation is approved. Such an agreement should relieve both sides' concerns, that is if the Town truly wants to move forward in good faith. Simply put, such an ask without a contingency is a nonstarter. Let me know if we can work on this, or if we should just move forward with withdrawal and developing as a county property.

Sincerely,

Todd Collins, Managing Attorney
Todd Collins & Associates, LLC
724 E Kiowa Ave Ste 5
PO Box 456
Elizabeth, CO 80107
Ph: (303) 588-2200
www.tclawoffices.com

Patrick Davidson

From: darren turn2construction.com <darren@turn2construction.com>
Sent: Monday, July 29, 2024 1:54 PM
To: Grace Erickson; Patrick Davidson
Subject: Re: 889 S Elizabeth St Annexation

Patrick, please give me a call to discuss when you have a moment.

Darren Spradling **Turn 2 Development LLC**

303-881-5005 mobile
303-646-2559 office
303-646-2830 fax
www.turn2construction.com

From: Grace Erickson <grace@providenceconsultingservices.com>
Sent: Monday, July 29, 2024 12:56 PM
To: darren turn2construction.com <darren@turn2construction.com>
Subject: FW: 889 S Elizabeth St Annexation



Grace K. Erickson, MPA, CDI.D
Managing Director
☎ (719) 207-2995
✉ grace@providenceconsultingservices.com
🌐 ProvidenceConsultingServices.com

From: Patrick Davidson <p davidson@townofelizab eth.org>
Date: Monday, July 29, 2024 at 12:50 PM
To: Grace Erickson <grace@providenceconsultingservices.com>, Zach Higgins <z higgins@townofelizab eth.org>
Cc: Patrick Davidson <p davidson@townofelizab eth.org>
Subject: FW: 889 S Elizabeth St Annexation

Grace:

I wanted to reach out to make sure you are “in the loop” with regard to the annexation concerns. I note that you did not appear to be added to Corey’s email, however, it was sent to both your client and Mr. Collins, so hopefully it has been forwarded to you.

At this time, the Board is willing to entertain the prospects of annexation, pending the advanced removal of the outbuildings and the abandonment and reclamation of the well site and the septic system. This is a condition precedent to annexation. Once these steps are taken, the Board will entertain the option for annexation should your client so choose. It is my understanding that you have requested an updated redline of the annexation

agreement. This will be provided upon completion of the abandonment and reclamation, as there appears nothing to reduce to further writing at this time.

In the alternative, as you know, the annexation petition may be withdrawn.

Should questions remain, I would recommend Mr. Collins visit with Corey for any additional clarifications.

Patrick

Patrick G. Davidson, Town Administrator
151 S. Banner Street
Elizabeth, CO 80107
(720) 351-4504
pdavidson@townofelizabeth.org



From: Corey Hoffmann <cyh@hpwclaw.com>
Sent: Thursday, July 25, 2024 7:58 AM
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Cc: Christina Lukenbill <christina@tcollinsatlaw.com>; darren turn2construction.com <darren@turn2construction.com>; Patrick Davidson <pdavidson@townofelizabeth.org>
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I am happy to chat with you if you or your client needs additional clarification.

Corey

Corey Y. Hoffmann
Hoffmann, Parker, Wilson & Carberry, P.C.

511 16th Street, Suite 610
Denver, CO 80202
Direct: (303) 951-2094
Main: (303) 825-6444

From: Todd Collins <tcollins@tcollinsatlaw.com>

Sent: Wednesday, July 24, 2024 4:04 PM

To: Corey Hoffmann <cyh@hpwclaw.com>

Cc: Christina Lukenbill <christina@tcollinsatlaw.com>; darren turn2construction.com <darren@turn2construction.com>

Subject: 889 S Elizabeth St Annexation

Importance: High

You don't often get email from tcollins@tcollinsatlaw.com. [Learn why this is important](#)

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Elizabeth, CO 80107
Ph: (303) 588-2200
www.tclawoffices.com

Patrick Davidson

From: Grace Erickson <grace@providenceconsultingservices.com>
Sent: Wednesday, July 31, 2024 10:21 AM
To: Patrick Davidson; Zach Higgins; Corey Hoffmann
Cc: darren turn2construction.com; lana turn2construction.com; Todd Collins
Subject: 889 South Elizabeth Street Annexation Counter
Attachments: Counter letter- 889 South Elizabeth Street Annexation.pdf

All,


Please find attached Turn 2 Development's formal counter to the Board of Trustees.


Grace




Grace K. Erickson, MPA, CDI.D

Managing Director

 (719) 207-2995

 grace@providenceconsultingservices.com

 ProvidenceConsultingServices.com



P.O. Box 2586
Elizabeth, CO 80107
303-881-5005

July 31, 2024

Town of Elizabeth Board of Trustees:

This letter is to respond to the communication Staff relayed on behalf of the Board on July 24, 2024 regarding the annexation negotiations for the 889 South Elizabeth Street Annexation. We have provided a generous counter that we believe addresses both parties' interests.

We were informed by Staff that "the Board is requiring the homes and the outter buildings to be removed, the septic system to be abandoned and reclaimed, and the water well to be abandoned and plugged before annexation". We were informed that the interest behind this requirement is that the Board desires the site to be development ready. When it was inquired as to why the Board would ask for the site to be scraped prior to annexation, Staff stated that the Town is concerned that they have little recourse if the demolition and abandonment were agreed to but remained unfulfilled.

While we appreciate the Town's interest and concern, we cannot destroy capital based solely on the hope that the Board might consider our application in the future, and we hope that the Board can see how that would be a poor business decision. However, we would like to offer an alternative solution for the Board's consideration- one that is more reasonable from a business standpoint- based on our understanding of the Town's viewpoint.

We are amenable to demolishing the buildings and abandoning well and septic following non-appealable annexation and zoning. We understand the timeline would need to be firmly established in the annexation agreement, and we are agreeable to an aggressive but reasonable timeline considering the other agencies that would be involved in approvals for scraping the site. In addition, we are open to providing collateral in the form of cash to ensure we hold up our half of the bargain. We would be willing to deposit a nonrefundable sum of \$50,000 within 30 days of approval to be credited toward demolition permits, land use applications, etc.

We appreciate your consideration and look forward to receiving your response.

Sincerely,

Darren Spradling

Main: (303) 825-6444

From: Todd Collins <tcollins@tcollinsatlaw.com>
Sent: Wednesday, July 31, 2024 5:50 PM
To: Corey Hoffmann <cyh@hpwclaw.com>
Subject: RE: 889 S Elizabeth St Annexation

Corey,

Thank you for getting back to me. Between us attorneys, I am a little troubled about the executive session. I am aware that the board may convene and executive session for issues that will be negotiated by the Town, but it cannot formally adopt any position or resolution during that session. But, based on what you are telling me and what Zach informed us, the Board did in fact adopt a position on the issue at that executive session. Doing that in a closed session is specifically forbidden by OML even when an executive session is properly convened. Regardless, I have stated my opinion on the Sunshine issue, and I will let that be the end of it.

I am confident that we all can reach an agreeable timeline for demo to occur once the annexation is moving forward. I think everyone involved wants this project to move forward, there just seems to be a lack of trust on both sides. I have meetings scheduled with Darren this week. Let me see if I can get a realistic timeline from him on demo. Keep in mind we have tenants in there we would have to legally evict, we would have to properly apply for the State demo permits and have the asbestos certs completed before we could even start demo. I just ask that the timeline is realistic based on the legal and procedural hurdles that must be overcome, and I want to make sure the Board is aware of those.

Sincerely,

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pdavidson@townofelizabeth.org
Subject: RE: 889 S Elizabeth St Annexation

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I am happy to chat with you if you or your client needs additional clarification.

Corey

Corey Y. Hoffmann
Hoffmann, Parker, Wilson & Carberry, P.C.
511 16th Street, Suite 610
Denver, CO 80202
Direct: (303) 951-2094
Main: (303) 825-6444

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Sent: Wednesday, July 24, 2024 4:04 PM
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Cc: Christina Lukenbill <christina@tcollinsatlaw.com>; darren turn2construction.com <darren@turn2construction.com>
Subject: 889 S Elizabeth St Annexation
Importance: High

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Patrick Davidson

From: Corey Hoffmann <cyh@hpwclaw.com>
Sent: Thursday, August 1, 2024 12:57 PM
To: Patrick Davidson
Subject: FW: 889 S Elizabeth St Annexation

Follow Up Flag: Follow up
Flag Status: Flagged

FYI below.

Corey

Corey Y. Hoffmann
Hoffmann, Parker, Wilson & Carberry, P.C.
511 16th Street, Suite 610
Denver, CO 80202
Direct: (303) 951-2094
Main: (303) 825-6444

From: Corey Hoffmann
Sent: Thursday, August 1, 2024 12:57 PM
To: Todd Collins <tcollins@tcollinsatlaw.com>
Subject: RE: 889 S Elizabeth St Annexation

Todd,

I understand your point, but no decision was made. The Board gave us direction on what they would accept as part of an annexation agreement consist with the language in C.R.S. § 24-6-402(4)(e). Any decision would be made following the public hearing, and since the annexation and initial zoning are legislative and purely consensual as a matter of law, they will make their decision based on what is and is not in the annexation agreement, and any other evidence presented at the public hearing.

In addition, as you know the language in C.R.S. § 24-6-402(4)(e) specifically contemplates providing instructions to negotiators. The cases addressing the limitations on executive sessions and specifically adoption of a position do not address this particular subsection of the OML. Feel free to take a look at the Supreme Court's recent granting of cert in a case I will be arguing involving Aurora that addresses this issue in the attorney-client privilege context, which the Court has agreed to hear as of July 22. As Patrick Davidson indicated to Grace, we will take the property owner's negotiating position back to the Board on August 13. Any information on timing of demolition etc. in advance of August 13 would obviously be helpful. Thanks in advance.

Corey

Corey Y. Hoffmann
Hoffmann, Parker, Wilson & Carberry, P.C.
511 16th Street, Suite 610
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Direct: (303) 951-2094
Main: (303) 825-6444

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Subject: RE: 889 S Elizabeth St Annexation

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pdavidson@townofelizabeth.org

Subject: RE: 889 S Elizabeth St Annexation

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Direct: (303) 951-2094
Main: (303) 825-6444

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Cc: Christina Lukenbill <christina@tcollinsatlaw.com>; darren turn2construction.com <darren@turn2construction.com>
Subject: 889 S Elizabeth St Annexation
Importance: High

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www.tclawoffices.com

Patrick Davidson

From: Grace Erickson <grace@providenceconsultingservices.com>
Sent: Tuesday, August 13, 2024 2:05 PM
To: Michael DeVol; Patrick Davidson; Zach Higgins
Cc: darren turn2construction.com; lana turn2construction.com
Subject: Re: PW inquiry -889 S Elizabeth St

All noted, thanks Mike.



Grace K. Erickson, MPA, CDI.D
Managing Director
☎ (719) 207-2995
✉ grace@providenceconsultingservices.com
🌐 ProvidenceConsultingServices.com

From: Michael DeVol <mdevol@townofelizabeth.org>
Date: Tuesday, August 13, 2024 at 1:54 PM
To: Grace Erickson <grace@providenceconsultingservices.com>, Patrick Davidson <p davidson@townofelizabeth.org>, Zach Higgins <zhiggins@townofelizabeth.org>
Cc: darren turn2construction.com <darren@turn2construction.com>, lana turn2construction.com <lana@turn2construction.com>
Subject: RE: PW inquiry -889 S Elizabeth St

Grace,

I have been acquiring information from the agencies that oversee the Well and Sanitary Sewer compliance.

The Water Well(s) will need to follow abandonment protocol as determined by the State Water Engineer's website.

The sanitary sewer is under the jurisdiction of Elbert County Health, and with discussions between Marissa and Stacey the Septic Tank will need to be pumped out, along with demolition and removal of septic tank and removed to an approved site. The leach field needs to be severed from the tank and can be removed as normal landfill material as it is on the effluent/clean side of the system.

The only Permit from Public Works could possibly be a ROW Permit depending on equipment movement patterns for hauling of removed material or equipment loading or off-loading.

Thank you,

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

From: Grace Erickson <grace@providenceconsultingservices.com>
Sent: Wednesday, August 7, 2024 11:08 AM
To: Patrick Davidson <pdavidson@townofelizabeth.org>; Zach Higgins <zhiggins@townofelizabeth.org>; Michael DeVol <mdevol@townofelizabeth.org>
Cc: darren turn2construction.com <darren@turn2construction.com>; lana turn2construction.com <lana@turn2construction.com>
Subject: PW inquiry -889 S Elizabeth St

All,

I wanted to reach out to all three of you, as I've been unable to get in touch with anyone from Public Works on my inquiry this past week regarding demolition permit requirements. We are preparing a timeline for demolition if the property were to be annexed, which I had every intention of getting to you today. The only item I'm waiting on is a response from the Town if there are any permit requirements from the Town regarding abandoning well and septic (including hauling of the leach field). I have this worked out with every agency except for the Town. As far as I'm aware, there would not be any permitting requirements, but I've been unable to get confirmation or talk to anyone via phone.

The only permits through the Town itself that I have include the demolition permit for the structures. Everything else is County and State. Please let us know if this is correct. Feel free to give me a call if it's easier to discuss via phone.

Thank you,
Grace



Grace K. Erickson, MPA, CDI.D
Managing Director
☎ (719) 207-2995
✉ grace@providenceconsultingservices.com
🌐 ProvidenceConsultingServices.com

Patrick Davidson

From: Grace Erickson <grace@providenceconsultingservices.com>
Sent: Thursday, August 8, 2024 4:56 PM
To: Patrick Davidson; Zach Higgins; Corey Hoffmann
Cc: darren turn2construction.com; lana turn2construction.com; Todd Collins
Subject: Re: 889 South Elizabeth Street Annexation Counter

Patrick and all,

In regard to the timeline for demolition of structures and abandonment of well and septic noted in our counter, we would agree to having this fulfilled no sooner than one year from annexation approval. This accounts for the appeal period and notice to current tenants. Please note that we are not high-balling you on this timeline- this is the absolute best we can and will do. The timeline, while realistic, allows for little contingency in the case of weather or other unforeseen issues. I want to be clear on this as to not waste anyone's time.

Please also note that we are in discussions with Elbert County on development alternatives for this property if the Town decides to deny the annexation. It is not our preference to develop outside of Town limits- we truly hope we can come to an agreement with the Town which results in approval of our project. Commercial development within the Town's limits will be most beneficial for everyone (I know that I don't need to list the reasons for you as to why). However, we are actively planning to act on these alternatives if necessary.


Have a good weekend, everyone.


Grace



Grace K. Erickson, MPA, CDI.D

Managing Director

 (719) 207-2995

 grace@providenceconsultingservices.com

 ProvidenceConsultingServices.com

From: Patrick Davidson <p davidson@townofelizabeth.org>

Date: Wednesday, July 31, 2024 at 11:26 AM

To: Grace Erickson <grace@providenceconsultingservices.com>, Zach Higgins <zhiggins@townofelizabeth.org>, Corey Hoffmann <cyh@hpwclaw.com>

Cc: darren turn2construction.com <darren@turn2construction.com>, lana turn2construction.com <lana@turn2construction.com>, Todd Collins <tcollins@tcollinsatlaw.com>

Subject: RE: 889 South Elizabeth Street Annexation Counter

Good morning, Grace:

I am in receipt of the counteroffer. I will have an opportunity to present this to the Board for further discussion and response during the Board's August 13th meeting.

Patrick

Patrick G. Davidson, Town Administrator
151 S. Banner Street
Elizabeth, CO 80107
(720) 351-4504
pdavidson@townofelizabeth.org



From: Grace Erickson <grace@providenceconsultingservices.com>
Sent: Wednesday, July 31, 2024 10:21 AM
To: Patrick Davidson <pdavidson@townofelizabeth.org>; Zach Higgins <zhiggins@townofelizabeth.org>; Corey Hoffmann <cuh@hpwclaw.com>
Cc: darren turn2construction.com <darren@turn2construction.com>; lana turn2construction.com <lana@turn2construction.com>; Todd Collins <tcollins@tcollinsatlaw.com>
Subject: 889 South Elizabeth Street Annexation Counter

All,

Please find attached Turn 2 Development's formal counter to the Board of Trustees.

Grace



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From: Patrick Davidson <p davidson@townofelizabeth.org>

Date: Wednesday, July 31, 2024 at 11:26 AM

To: Grace Erickson <grace@providenceconsultingservices.com>, Zach Higgins <zhiggins@townofelizabeth.org>, Corey Hoffmann <cyh@hpwclaw.com>

Cc: darren turn2construction.com <darren@turn2construction.com>, lana turn2construction.com <lana@turn2construction.com>, Todd Collins <tcollins@tcollinsatlaw.com>

Subject: RE: 889 South Elizabeth Street Annexation Counter

Good morning, Grace:

I am in receipt of the counteroffer. I will have an opportunity to present this to the Board for further discussion and response during the Board's August 13th meeting.

Patrick

Patrick G. Davidson, Town Administrator
151 S. Banner Street
Elizabeth, CO 80107
(720) 351-4504
pdavidson@townofelizabeth.org



From: Grace Erickson <grace@providenceconsultingservices.com>
Sent: Wednesday, July 31, 2024 10:21 AM
To: Patrick Davidson <pdavidson@townofelizabeth.org>; Zach Higgins <zhiggins@townofelizabeth.org>; Corey Hoffmann <cuh@hpwclaw.com>
Cc: darren turn2construction.com <darren@turn2construction.com>; lana turn2construction.com <lana@turn2construction.com>; Todd Collins <tcollins@tcollinsatlaw.com>
Subject: 889 South Elizabeth Street Annexation Counter

All,

Please find attached Turn 2 Development's formal counter to the Board of Trustees.

Grace



Grace K. Erickson, MPA, CDI.D
Managing Director
 (719) 207-2995
 grace@providenceconsultingservices.com
 ProvidenceConsultingServices.com

Patrick Davidson

From: Patrick Davidson
Sent: Wednesday, August 14, 2024 3:05 PM
To: 'Grace Erickson'; darren.turn2construction.com
Cc: Zach Higgins; Corey Hoffmann; Todd Collins
Subject: RE: 889 South Elizabeth Street Annexation Discussions

Grace:

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Subject: Re: 889 South Elizabeth Street Annexation Discussions

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To: Grace Erickson <grace@providenceconsultingservices.com>, darren turn2construction.com <darren@turn2construction.com>
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Sent: Thursday, August 15, 2024 1:59 PM
To: Patrick Davidson; darren.turn2construction.com
Cc: Zach Higgins; Corey Hoffmann; Todd Collins
Subject: Re: 889 South Elizabeth Street Annexation Discussions

Patrick,

In regard to the list of allowed uses, we'd be open to listing a handful of specific uses in the annexation agreement that the Town does not want to allow. This would include uses that are currently allowed in the district and/or uses that you are contemplating allowing (such as multi-family, if that's where this is coming from). However, we are not open to restricting ourselves to an arbitrary list of allowed uses, and we would like to be able to simply defer to the Town's current zoning code that exists when this property develops. I still want to note that we believe this proposed term is silly, as this project is located on what Elizabeth deems an "arterial" as well as along a commercial corridor and near a signal. We are dedicating right-of-way and will be conducting a traffic study prior to any development that would highlight any necessary offsite improvements (which we don't anticipate). That said, the Town has a lot of coverage in the traffic arena. But we are open to this compromise to be cooperative.

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Managing Director

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From: Patrick Davidson <pdavidson@townofelizabeth.org>

Date: Wednesday, August 14, 2024 at 3:05 PM

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Cc: Zach Higgins <zhiggins@townofelizabeth.org>, Corey Hoffmann <cyh@hpwclaw.com>, Todd Collins <tcollins@tcollinsatlaw.com>

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To: Patrick Davidson <pdavidson@townofelizabeth.org>; darren turn2construction.com <darren@turn2construction.com>
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Patrick Davidson

From: Todd Collins <tcollins@tcollinsatlaw.com>
Sent: Friday, August 16, 2024 2:16 PM
To: Corey Hoffmann; Patrick Davidson
Cc: Grace Erickson; darren turn2construction.com
Subject: RE: Conference re annexation of 889 S Elizabeth St

Works for us.

Todd Collins, Managing Attorney
Todd Collins & Associates, LLC
724 E Kiowa Ave Ste 5
PO Box 456
Elizabeth, CO 80107
Ph: (303) 588-2200
www.tclawoffices.com

From: Corey Hoffmann <cyh@hpwclaw.com>
Sent: Friday, August 16, 2024 2:08 PM
To: Todd Collins <tcollins@tcollinsatlaw.com>; Patrick Davidson <pdavidson@townofelizabeth.org>
Cc: Grace Erickson <grace@providenceconsultingservices.com>; darren turn2construction.com <darren@turn2construction.com>
Subject: RE: Conference re annexation of 889 S Elizabeth St

Todd,

Patrick and I are available for a virtual meeting at 3:00pm next Thursday August 22. Please confirm the date and time works and I will send an invite and Zoom link to everyone on this email. Thanks.

Corey

Corey Y. Hoffmann
Hoffmann, Parker, Wilson & Carberry, P.C.
511 16th Street, Suite 610
Denver, CO 80202
Direct: (303) 951-2094
Main: (303) 825-6444

From: Todd Collins <tcollins@tcollinsatlaw.com>
Sent: Friday, August 16, 2024 1:14 PM
To: Corey Hoffmann <cyh@hpwclaw.com>; Patrick Davidson <pdavidson@townofelizabeth.org>
Cc: Grace Erickson <grace@providenceconsultingservices.com>; darren turn2construction.com <darren@turn2construction.com>
Subject: Conference re annexation of 889 S Elizabeth St

Corey,

Thank you for reaching out to me this morning. Regarding our conversation, I have reached out to both Darren and Grace. We are all three available for a conference on either Thursday or Friday next week. Will

those dates work for you and Patrick? If so, what time would you like to meet. Do you prefer virtual or in-person?

Sincerely,

Todd Collins, Managing Attorney
Todd Collins & Associates, LLC
724 E Kiowa Ave Ste 5
PO Box 456
Elizabeth, CO 80107
Ph: (303) 588-2200
www.tclawoffices.com

Patrick Davidson

From: Grace Erickson <grace@providenceconsultingservices.com>
Sent: Friday, August 23, 2024 9:55 AM
To: Patrick Davidson; Zach Higgins; Corey Hoffmann
Cc: darren turn2construction.com; Todd Collins
Subject: Re: 889 South Elizabeth Street Annexation Discussions

All,

As discussed via Zoom, here is a list of uses currently allowed in CMU that Turn 2 Development would be amenable to prohibiting.


Prohibited Uses:


Bed and Breakfast Inns
Boarding and Rooming Houses
Movie Theaters
Miniature Golf Establishments




Grace K. Erickson, MPA, CDI.D

Managing Director

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 grace@providenceconsultingservices.com

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From: Grace Erickson <grace@providenceconsultingservices.com>

Date: Thursday, August 15, 2024 at 1:59 PM

To: Patrick Davidson <pdavidson@townofelizabeth.org>, darren turn2construction.com <darren@turn2construction.com>

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Date: Wednesday, August 14, 2024 at 12:06 PM
To: Grace Erickson <grace@providenceconsultingservices.com>, darren turn2construction.com <darren@turn2construction.com>
Cc: Zach Higgins <zhiggins@townofelizabeth.org>, Patrick Davidson <pdavidson@townofelizabeth.org>, Corey Hoffmann <cyh@hpwclaw.com>, Todd Collins <tcollins@tcollinsatlaw.com>
Subject: 889 South Elizabeth Street Annexation Discussions

Good afternoon, Grace,

As a follow-up to prior discussions in this matter, and in response to the counteroffers provided on July 31, 2024, and your email of August 8, 2024, we would propose the following:

A non-refundable sum of \$50,000 be posted with the Town immediately upon approval of the annexation. The applicant will be granted one (1) year in which to demo the homes and outbuildings, plug and abandon the water well, and reclaim the septic system. However, if the well is not abandoned at the end of the one (1) year period – to the day – the Town will use the \$50,000 to plug and abandon the well on the applicant's behalf. The agreement will grant specific authority to the Town to make entry to the property, and to complete the same, without reservation, objection, or recourse by the applicant.

If the demolition, reclamation, and other work is undertaken in a timely manner, the \$50,000 sum may be used to offset the costs associated with the actual demolition and reclamation of the property.

There are other conditions and concerns the Board has with regarding to the annexation, including specifically the types of uses that may be authorized under CMU at this location. As such, we will need to have further discussions. However, I thought because this is likely one of the more difficult topics for discussion, it should be the initial focus of the negotiations.

Should this initial term prove agreeable, we can then visit as to other conditions.

Patrick

Patrick G. Davidson, Town Administrator
151 S. Banner Street
Elizabeth, CO 80107
(720) 351-4504
pdavidson@townofelizabeth.org



Patrick Davidson

From: Corey Hoffmann <cyh@hpwclaw.com>
Sent: Thursday, September 12, 2024 1:24 PM
To: Patrick Davidson; Zach Higgins
Subject: FW: 889 Elizabeth St, Elizabeth, CO - AA

FYI below.

Corey

Corey Y. Hoffmann
Hoffmann, Parker, Wilson & Carberry, P.C.
511 16th Street, Suite 610
Denver, CO 80202
Direct: (303) 951-2094
Main: (303) 825-6444

From: Corey Hoffmann
Sent: Thursday, September 12, 2024 1:24 PM
To: Todd Collins <tcollins@tcollinsatlaw.com>
Subject: RE: 889 Elizabeth St, Elizabeth, CO - AA

Todd,

We have reviewed and will do as requested. However, as I suspect you know from our prior conversations, this is inconsistent with the direction I have received from the Board of Trustees, and inconsistent with the representations your client made to the Board of Trustees on August 27. Therefore, I anticipate your client will get his wish of an up or down vote, and based on his statements in our call and your email below, it is my understanding that the proposed Annexation Agreement you provided is your client's final take it or leave it final offer. I will present it as such to the Board. However, it will be without a staff recommendation for approval because it is inconsistent with direction received by staff from the Board of Trustees.

Corey

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511 16th Street, Suite 610
Denver, CO 80202
Direct: (303) 951-2094
Main: (303) 825-6444

From: Todd Collins <tcollins@tcollinsatlaw.com>
Sent: Tuesday, September 10, 2024 5:15 PM
To: Corey Hoffmann <cyh@hpwclaw.com>
Subject: 889 Elizabeth St, Elizabeth, CO - AA

Corey,

Attached is the Annexation Agreement that I have been asked to submit to you to include in the September 24 packet.

Todd Collins, Managing Attorney
Todd Collins & Associates, LLC
724 E Kiowa Ave Ste 5
PO Box 456
Elizabeth, CO 80107
Ph: (303) 588-2200
www.tclawoffices.com

2:35



Loren

Text Message
Today 2:29 PM

Hey just reaching out on a personal note not breaking any rules and not project related - my client wanted me to apologize on his behalf- he wasn't trying to attack you or anything like that. He was obviously really upset. But he didn't mean anything personal toward you. Just wanted to let you know.



Patrick Davidson

From: Corey Hoffmann <cyh@hpcwclaw.com>
Sent: Thursday, September 12, 2024 1:24 PM
To: Patrick Davidson; Zach Higgins
Subject: FW: 889 Elizabeth St, Elizabeth, CO - AA

FYI below.

Corey

Corey Y. Hoffmann
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Sent: Tuesday, September 10, 2024 5:15 PM
To: Corey Hoffmann <cyh@hpcwclaw.com>
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www.tclawoffices.com

Patrick Davidson

From: Corey Hoffmann <cyh@hpwclaw.com>
Sent: Thursday, September 12, 2024 2:01 PM
To: Patrick Davidson; Zach Higgins
Subject: FW: 889 Elizabeth St, Elizabeth, CO - AA
Attachments: Annexation Agreement-2024 GE REDLINES-090624.docx

More on 889 S. Elizabeth

Corey

Corey Y. Hoffmann
Hoffmann, Parker, Wilson & Carberry, P.C.
511 16th Street, Suite 610
Denver, CO 80202
Direct: (303) 951-2094
Main: (303) 825-6444

From: Corey Hoffmann
Sent: Thursday, September 12, 2024 2:00 PM
To: Todd Collins <tcollins@tcollinsatlaw.com>
Subject: RE: 889 Elizabeth St, Elizabeth, CO - AA

Todd,

The email should definitely be shared with Darren. This attached version is what Darren agreed to as to the uses. We are still not even close on the abandonment of well and septic, but the uses were as indicated in Section 3 of the attached.

Corey

Corey Y. Hoffmann
Hoffmann, Parker, Wilson & Carberry, P.C.
511 16th Street, Suite 610
Denver, CO 80202
Direct: (303) 951-2094
Main: (303) 825-6444

From: Todd Collins <tcollins@tcollinsatlaw.com>
Sent: Thursday, September 12, 2024 1:37 PM
To: Corey Hoffmann <cyh@hpwclaw.com>
Subject: RE: 889 Elizabeth St, Elizabeth, CO - AA

Can I share this email with Darren?

His first question will be, "how is it inconsistent with what he said on August 27?"

Between you and I, I am literally fighting Grace at every turn on this thing. I am doing all I can to move this forward, but Grace's emotion spreads to Darren when she and Darren are on the phone together or in person. If

there is something you and I can discuss, that wouldn't be a significant change to the AA then let me know. If there is a happy medium between what we proposed and what the Town wants, please let me know.

Sincerely,

Todd Collins, Managing Attorney
Todd Collins & Associates, LLC
724 E Kiowa Ave Ste 5
PO Box 456
Elizabeth, CO 80107
Ph: (303) 588-2200
www.tclawoffices.com

From: Corey Hoffmann <cyh@hpwclaw.com>
Sent: Thursday, September 12, 2024 1:24 PM
To: Todd Collins <tcollins@tcollinsatlaw.com>
Subject: RE: 889 Elizabeth St, Elizabeth, CO - AA

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Sent: Tuesday, September 10, 2024 5:15 PM
To: Corey Hoffmann <cyh@hpwclaw.com>
Subject: 889 Elizabeth St, Elizabeth, CO - AA

Corey,

Attached is the Annexation Agreement that I have been asked to submit to you to include in the September 24 packet.

Todd Collins, Managing Attorney
Todd Collins & Associates, LLC
724 E Kiowa Ave Ste 5
PO Box 456
Elizabeth, CO 80107

Patrick Davidson

From: Alexandra Cramer
Sent: Friday, September 13, 2024 10:23 AM
To: Patrick Davidson; Zach Higgins
Subject: Fwd: Turn2 Development annexation

FYI

Get [Outlook for iOS](#)

From: Roger Goodhue <cowboyroger@icloud.com>
Sent: Friday, September 13, 2024 09:29
To: leinspahr@toenofelizabeth.org <leinspahr@toenofelizabeth.org>
Cc: Alexandra Cramer <acramer@townofelizabeth.org>
Subject: Turn2 Development annexation

Loren,

I am assisting Darren Spradling along with our architect Brian Pearson, we are working on the site plan and architectural designs for the proposed construction of the commercial development of the site at Elizabeth St. and 136.

During the last public meeting concerning this project, you offered to meet with our team directly, when it became apparent that any meeting between Patrick Davidson and Darren Spradling was not in the best interest of this project. Based on your offer I've received the approval from Darren to reach out to you and the Town to open up some communication.

I stopped by the town on Tues. Sept 10 and left a message for Patrick Davidson and you about our interest in coming together on this project.

I didn't hear anything, so on Thursday morning I once again called Patrick twice before I got through to him.

He said, at the direction of the board of directors we were to go through the Towns attorney and Darren's attorney. He also was unwilling to recognize me as a representative of the project.

Will you call me please.

Roger Goodhue

Cowboyroger@me.com

303-880-2058



TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor, Mayor Pro Tem, and Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: September 24, 2024
SUBJECT: **UPDATED MEMO Annexation – 889 S. Elizabeth Street, Elbert County**

BACKGROUND

The Town received a *Petition for Annexation* for 889 South Elizabeth Street, Elbert County, Colorado. The Board accepted the *Petition*, under Resolution 24R30. Staff was provided with instructions for the negotiation of an *Annexation Agreement*.

On August 27, 2024, a Public Hearing was held. During the hearing, the Applicant agreed to the twenty-two (22) broad categories of approved uses. The Applicant has now rejected that term. The Applicant agreed to the payment of \$50,000 for future costs associated with the abandonment of the water well. During the Public Hearing, this offer was withdrawn. The Applicant now has proposed payment to \$25,000.

On September 10, 2024, the Town Attorney received a “final” *Annexation Agreement* which does not conform to the Board’s terms for annexation. The Agreement is presented as a “take-it or leave-it” offer for approval.

STAFF RECOMMENDATION

The Board of Trustees retains absolute authority over annexation. The Board may direct improvements to the property prior to annexation; may set the terms of annexation; and may decline to annex with or without specific reason. The applicant may withdraw the application any time prior to approval.

The Town Attorney does not approve the Annexation Agreement to form as it fails to comply with the terms required by the Board of Trustees. The Town Attorney recommends the matter proceed to an up/down vote and annexation be denied for failure to reach an Agreement.

ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between Turn 2 Development, LLC (hereinafter referred to as the "Property Owner"), 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 Property Owner is the owner of one hundred percent (100%) of the Property; and

WHEREAS, the Property Owner 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 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 Property Owner 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.

3. Zoning. The Property Owner hereby consents to zoning the Property Commercial Mixed Use (CMU), but the Parties agree as a condition of this annexation that only the following uses in the CMU Zone District may be allowed on the Property:

Accessory Buildings
Home Occupations
Amusement/Recreation Establishments
Business Service Establishments
Clubs and Lodges
Computer Design-Generated Operations
Exhibitions and Art Galleries
Farmers or other Open Markets
Financial Institutions
Garden/Flower Shops
Nursery schools and day care operations
Parking lots
Parks
Performance Theatres
Personal Service Establishments
Professional, Commercial or Business Offices
Recreation Facilities – private or public
Place of Religious Assembly
Restaurant and Lounges
Retail stores, sales, and display rooms and shops
Schools – public or private; and
Universities, colleges, or Technical Institutions

4. Effective Date of Annexation. The annexation of the Property to the Town shall become effective upon the filing of the Annexation Ordinance and map with the Elbert County Clerk and Recorder pursuant to C.R.S. 31-12-113(2). The Town shall make such filing upon the last to occur of the following, and not otherwise:

- a. Final approval of the Annexation Ordinance;
- b. Final approval of the Zoning Ordinance; and

c. The expiration of forty-five (45) days from the last to occur of the foregoing occurrences listed at (a) through (b) above, provided however, that if a legal challenge occurs at any time prior to the expiration of the forty-five (45) day period, the Effective Date of Annexation shall be delayed, and the Annexation Ordinances and map shall not be filed with the Elbert County Clerk and Recorder, pursuant to C.R.S. § 31-12-113(2), unless and until such legal challenge is resolved to the satisfaction of both the Town and the Property Owner. Should the Annexation and/or Zoning Ordinance be challenged by citizen initiative,

referendum, or otherwise, and should any such challenge result in the invalidity of the Annexation or Zoning Ordinance upon entry of a final order of court which is unappealable or which the parties have elected not to appeal, then the annexation of the Property and this Agreement shall be null, void and of no effect, and the Annexation Ordinances and map shall not be filed with the Elbert County Clerk and Recorder. In the event the Effective Date of Annexation does not occur within one (1) year after the dated of this Agreement, the Property Owner shall have the right to withdraw the annexation petition and terminate the annexation, and in that event, this Agreement shall be null, void and of no effect.

5. Water and Sewer Service. Property Owner shall be required at the Property Owner's sole cost and expense to construct necessary water and sewer infrastructure and connect all existing and new construction on the Property to the Town's water and sewer system. All such connections shall be at the Town's then current water and sewer tap fee rates, and Property Owner further consents and agrees to the following:

- a. Water Conveyance. Upon the execution of this Agreement the Property Owner shall convey to the Town by special warranty deed, free and clear of all liens and encumbrances, all water rights to the Property, including but not limited to well and water rights associated with any existing wells located on the Property. The water rights to be conveyed to the Town are described in **Exhibit B** which is attached hereto and incorporated by this reference. To the extent that water rights have not been adjudicated, the conveyance of such water rights may be achieved by bargain and sale deed. Notwithstanding the foregoing it is understood that there are currently two (2) single family homes ("Units") on the Property using a domestic well permit number 12718-A that will need to be abandoned as set forth below in subsection c. of this Section 5.
- b. Water and Sewer Line Easements. Property Owner shall dedicate to the Town, free and clear of all liens and encumbrances, the property necessary for any water and sewer mains constructed on the Property.
- c. Existing Well and Septic. The Town and Property Owner acknowledge that portions of the property are currently served by existing well and septic systems. Property Owner shall abandon all such well and septic systems *[Insert language]*.

6. 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.

7. Existing Special Districts. There are currently special districts serving the Property which provide fire and recreation services. 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.

8. 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.

9. Road Improvements; Land Dedication; Access.

a. Land Dedication. Within thirty (30) days of the Effective Date as defined in Section 4 above, , the Property Owner shall convey to the Town, free and clear of all liens and encumbrances, the property along South Elizabeth Street, a roadway classified as arterial in the Town of Elizabeth Transportation Plan, to constitute a 45-foot right-of-way width from centerline.

b. Access. Property Owner understands and agrees that based on the location of the Property, access to the Property shall be limited to access from Elizabeth Street.

10. Impact Fees. Property Owner shall be subject to all development impact fees of the Town as the same may exist from time to time, including but not limited to those development impact fees codified in Article VIII of Chapter 4 of the Elizabeth Municipal Code that exist as of the date of annexation of the Property.

11. 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.

12. Assignment. Any and all of the rights, duties and obligations of the Property Owner hereunder may be assigned by the Property Owner to any person or entity that is financially 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 Property Owner with written acknowledgment of such approval. In such event, the assignee shall assume all of the rights, duties and obligations of the Property Owner hereunder as to the portion of the Property so assigned, and the Property Owner shall be relieved from all further liabilities, duties and obligations as to the portion of the Property so assigned.

13. 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 Property Owner 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.

14. Remedies. The Property Owner waives any constitutional claims it may have against the Town arising out of a breach of this Agreement. The remedies of the Property Owner 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.

15. Town Fees. The Property Owner 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 Community Development Director. In addition, the Property Owner 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 necessary, and accompanying documents with the Elbert County Clerk and Recorder. The Property Owner acknowledges that all impact fees as established by Town ordinance shall be paid at the time of development of the Property.

16. 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.

17. 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.

18. Indemnification. Property Owner agrees to indemnify and hold harmless the Town and the Town's officers, employees, agents and contractors from and against all liability, claims and demands, including attorneys' fees and court costs, which arise out of or are in any manner connected with the annexation of the Property, or other action by the Town in order to effectuate the annexation of the Property, or which are in any manner connected with the Town's enforcement of this Agreement, with the exception of enforcement of this Agreement against the Property Owner if the Property Owner substantially prevails. Property Owner further agrees to investigate, handle, respond to and to provide defense for and defend against or, at the Town's option, to pay the attorneys' fees for defense counsel of the Town's choice for any such liability, claims or demands.

19. 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 12 of this Agreement.

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

21. 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
151 South Banner Street
Elizabeth, Colorado 80107

Copy to:

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

To the Property Owner:

Turn 2 Development, LLC

PO Box 2586
Elizabeth CO 80107

22. 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 Property Owner and the Town acting pursuant to authorization of the Board of Trustees.

DRAFT

PROPERTY OWNER:

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of _____, 2024, by _____.

My commission expires: _____

(S E A L)

Notary Public

TOWN OF ELIZABETH, COLORADO

By: _____
Tammy Payne, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Town Attorney

EXHIBIT A

**889 SOUTH ELIZABETH STREET ANNEXATION
LEGAL DESCRIPTION:**

A Tract of land situated in the Southeast quarter of the Northeast quarter of Section 13, Township 8 South, Range 65 West of the 6th P.M., County of Elbert, State of Colorado, more particularly described as follows:

Commencing at the Southeast corner of said Southeast quarter of the Northeast quarter thence North 89°21'41" West along the South line of said Southeast quarter of the Northeast quarter a distance of 370.75 feet to the West right of way line of Elizabeth Street and to the True Point of Beginning;

Thence North 89°21'41" West along South line a distance of 269.92 feet;

Thence North 2°10'53" West a distance of 315.98 feet;

Thence South 89°21'41" East, a distance of 282.18 feet to the West right of way line of Elizabeth Street;

Thence South 0°02'29" West along said West right of way line a distance of 315.62 feet to the Point of Beginning.

EXHIBIT B

Dedication of all water rights located on or under the Property.

DRAFT

RESOLUTION 24R35

A RESOLUTION MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION OF PARCELS OF LAND TO THE TOWN OF ELIZABETH, COLORADO, KNOWN AS THE 889 SOUTH ELIZABETH STREET ANNEXATION

WHEREAS, a Petition for Annexation was filed with the Town Clerk (the "Petition") requesting the annexation of certain unincorporated territory located in the County of Elbert, State of Colorado, otherwise known as the 889 South Elizabeth Street Annexation, and described in the attached **Exhibit A**;

WHEREAS, the Petition was forwarded by the Town Clerk to the Board of Trustees;

WHEREAS, the Board of Trustees of the Town of Elizabeth, Colorado, by resolution passed on July 9, 2024, found substantial compliance of the Petition with C.R.S. § 31-12-107(1);

WHEREAS, the Board of Trustees of the Town of Elizabeth, Colorado, conducted a public hearing on August 27, 2024, as required by law to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 to establish eligibility for annexation of that property described in Exhibit A;

WHEREAS, public notice of the public hearing was published once a week for four (4) consecutive weeks and notice by registered mail was given to the Clerk of the Board of County Commissioners, the County Attorney, the school district and to any special district having territory in the area to be annexed as required by law;

WHEREAS, the public hearing on the Petition was conducted in accordance with the requirements of the law; and

WHEREAS, pursuant to C.R.S. § 31-12-110, the Board of Trustees, sitting as the governing body of the Town of Elizabeth, Colorado, is required to set forth its findings of fact and its conclusion as to the eligibility for annexation to the Town of Elizabeth of the property described in Exhibit A.

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

Section 1. With regard to the annexation of the territory described in **Exhibit A**, attached hereto and incorporated herein, the applicable provisions of C.R.S. § 31-12-104 have been met, in that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the Town; and therefore, because of such contiguity, a community of interest exists between the territory proposed to be annexed and the Town; the territory proposed to be annexed is urban or will be urbanized in the near future, and the territory proposed to be annexed is integrated or is capable of being integrated with the Town.

Section 2. The applicable provisions of C.R.S. § 31-12-105 have been met in that no land held in identical ownership has been divided or included without written consent of the owner

thereof; that no annexation proceedings have been commenced by another municipality; that the annexation will not result in the detachment of area from a school district; that the annexation will not result in the extension of a municipal boundary more than three (3) miles; that the Town has in place a plan for said three-mile area; and that in establishing the boundaries of the area to be annexed the entire width of any street or alley is included within the area annexed.

Section 3. An annexation election is not required under C.R.S. § 31-12-107(2) and that no additional terms or conditions are to be imposed upon the area to be annexed other than as contained in the Annexation Agreement, a copy of which is attached hereto and incorporated herein as **Exhibit B**.

Section 4. The Annexation Agreement (Exhibit B) between the Town of Elizabeth and the Property Owner, is hereby approved, and the Mayor and Town Clerk are authorized and directed to execute the same.

Section 5. The property described in the attached Exhibit A is eligible for annexation to the Town of Elizabeth and all requirements of law have been met for such annexation, including the requirements of C.R.S. §§ 31-12-104 and 31-12-105, as amended.

Section 6. An ordinance annexing to the Town of Elizabeth that property described in the attached Exhibit A shall be considered by this Board of Trustees pursuant to C.R.S. § 31-12-111.

Section 7. Effective Date. This resolution shall take effect upon adoption by the Board of Trustees. However, by operation of C.R.S. § 31-12-113(2), the annexation will not become effective until the Town Clerk completes the filings required by statute.

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

ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between Turn 2 Development, LLC (hereinafter referred to as the "Property Owner"), 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 Property Owner is the owner of one hundred percent (100%) of the Property; and

WHEREAS, the Property Owner 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 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 Property Owner 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.

3. Zoning. The Property Owner hereby consents to zoning the Property Commercial Mixed Use (CMU), but the Parties agree as a condition of this annexation that the following uses in the CMU Zone District are prohibited on the Property:

EXHIBIT B

Amphitheater
Bed and Breakfast Inns
Boarding and Rooming Houses
Miniature Golf Establishments
Movie Theaters
Museums, Exhibitions or Similar Facilities
Public Transportation Terminals other than Truck Terminals; and
Short Term Rentals (STRs)

4. Effective Date of Annexation. The annexation of the Property to the Town shall become effective upon the filing of the Annexation Ordinance and map with the Elbert County Clerk and Recorder pursuant to C.R.S. 31-12-113(2). The Town shall make such filing upon the last to occur of the following, and not otherwise:

a. Final approval of the Annexation Ordinance;

b. Final approval of the Zoning Ordinance; and

c. The expiration of forty-five (45) days from the last to occur of the foregoing occurrences listed at (a) through (b) above, provided however, that if a legal challenge occurs at any time prior to the expiration of the forty-five (45) day period, the Effective Date of Annexation shall be delayed, and the Annexation Ordinances and map shall not be filed with the Elbert County Clerk and Recorder, pursuant to C.R.S. § 31-12-113(2), unless and until such legal challenge is resolved to the satisfaction of both the Town and the Property Owner. Should the Annexation and/or Zoning Ordinance be challenged by citizen initiative, referendum, or otherwise, and should any such challenge result in the invalidity of the Annexation or Zoning Ordinance upon entry of a final order of court which is unappealable or which the parties have elected not to appeal, then the annexation of the Property and this Agreement shall be null, void and of no effect, and the Annexation Ordinances and map shall not be filed with the Elbert County Clerk and Recorder. In the event the Effective Date of Annexation does not occur within one (1) year after the dated of this Agreement, the Property Owner shall have the right to withdraw the annexation petition and terminate the annexation, and in that event, this Agreement shall be null, void and of no effect.

5. Water and Sewer Service. Property Owner shall be required at the Property Owner's sole cost and expense to construct necessary water and sewer infrastructure and connect all existing and new construction on the Property to the Town's water and sewer system. All such connections shall be at the Town's then current water and sewer tap fee rates, and Property Owner further consents and agrees to the following:

- a. Water Conveyance. Within thirty (30) days of successful completion by all parties of the terms set forth in paragraph 5(c) *infra*, Property Owner shall convey to the Town by special warranty deed, free and clear of all liens and encumbrances, all water rights to the Property, including but not limited to well and water rights associated with any existing wells located on the Property. The water rights to be conveyed to the Town are described in **Exhibit B** which is attached hereto and incorporated by this reference. To the extent that water rights have not been adjudicated, the conveyance of such water rights may be achieved by bargain and sale deed. Notwithstanding the foregoing it is understood that there are currently two (2) single family homes (“Units”) on the Property using a domestic well permit number 12718-A that will need to be abandoned as set forth below in subsection c. of this Section 5.
- b. Water and Sewer Line Easements. Property Owner shall dedicate to the Town, free and clear of all liens and encumbrances, the property necessary for any water and sewer mains constructed on the Property.
- c. Existing Well and Septic. The Town and Property Owner acknowledge that portions of the property are currently served by existing well and septic systems. Property Owner shall abandon all such well and septic systems upon Property Owner and the Town complying with all of the following requirements:
- i. Completion of all annexation requirements as described in paragraph 4 *supra*; and
 - ii. Upon completion of all annexation requirements as described in paragraph 4 *supra*, both the Town and the Property Owner shall in good faith work one with the other and/or their agents, representatives, and attorneys, in a manner that avoids delaying the commercial development of the Property; and
 - iii. Upon or before the expiration of 90 days after annexation, Property Owner and/or its designated agent(s) shall schedule a pre-planning meeting with the Town where at such meeting Property Owner shall present the Town with a concept drawing/plan of how the Property Owner intends to develop the Property within the requirements and restrictions set forth herein; and
 - iv. the Town provides Property Owner with an executed non-binding written approval of Property Owner’s concept drawing; and
 - v. within 252 days of receiving the Town’s written approval of Property Owner’s concept, Property Owner shall provide the Town with a plat and site plan describing the development of the Property; and
 - vi. upon the Town’s approval of the plat, site plan, and issuance of all necessary permits that would allow Property Owner to proceed with demolition and commercial development upon the Property, Property Owner shall submit in

trust to the Town a \$25,000 performance payment that shall be utilized by the Town according to the terms set forth in paragraph 5(d) *infra*.

d. Noncompliance with the Terms in paragraph 5(c). If one year expires from the time of site plan approval of the Property and Property Owner has knowingly and willfully failed to comply with the terms set forth in paragraph 5(c) *supra*, then the Town may enter upon the property and cap the water well described in paragraph 5(a) *supra*. The Town may utilize the \$25,000.00 performance payment for any costs, expenses, and/or fees that the Town may incur for the capping of the water well. However, if one year expires from the time of site plan approval, and Property Owner has not received permits from the Town as set forth in paragraph 5(c)(vi) *supra*, at no fault of the Property Owner, then the Town may not enter upon the Property and cap the water well. *Fault* as utilized herein in shall mean one party's negligent and/or willful failure to comply with the terms of paragraph 5(c) *supra* as well as failing to timely file all applications, posting of public notices, and failing to comply with all applicable laws and ordinances required for the Town to issue approvals and permits as described in paragraph 5(c)(vi) and failure by the Town to timely issue such permits and/or approvals. Failure by Property Owner or the Town to comply with the terms set forth in paragraph 5(c) *supra* when such failures are not attributable to the actions of the Town and/or the Property Owner shall not be considered noncompliance with the terms in paragraph 5(c) as set forth in this paragraph.

6. 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.

7. Existing Special Districts. There are currently special districts serving the Property which provide fire and recreation services. 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.

8. 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.

9. Road Improvements; Land Dedication; Access.

a. Land Dedication. Within thirty (30) days of the successful completion by all parties of the terms set forth in paragraph 5(c) *supra*, the Property Owner shall convey to the Town, free and clear of all liens and encumbrances, the property along South Elizabeth Street, a roadway classified as arterial in the Town of Elizabeth Transportation Plan, to constitute a 45-foot right-of-way width from centerline.

- b. Access. Property Owner understands and agrees that based on the location of the Property, access to the Property shall be limited to access from Elizabeth Street and Brooke Street.

10. Impact Fees. Property Owner shall be subject to all development impact fees of the Town as the same may exist from time to time, including but not limited to those development impact fees codified in Article VIII of Chapter 4 of the Elizabeth Municipal Code that exist as of the date of annexation of the Property.

11. 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.

12. Assignment. Any and all of the rights, duties and obligations of the Property Owner hereunder may be assigned by the Property Owner to any person or entity that is financially 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 Property Owner with written acknowledgment of such approval. In such event, the assignee shall assume all of the rights, duties and obligations of the Property Owner hereunder as to the portion of the Property so assigned, and the Property Owner shall be relieved from all further liabilities, duties and obligations as to the portion of the Property so assigned.

13. 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 order of a court of competent jurisdiction, the Town and the Property Owner 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.

14. Remedies. The remedies of the Property Owner against the Town under this Agreement shall be any remedy the Property Owner may be legally entitled to. 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.

15. Town Fees. The Property Owner hereby agrees to pay the actual reasonable costs 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 Community Development Director. In addition, the Property Owner 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 necessary, and accompanying documents with the Elbert County Clerk and Recorder. The Property Owner acknowledges that all impact fees as established by Town ordinance shall be paid at the time of development of the Property.

16. 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.

17. 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. Property Owner acknowledges and agrees that the vesting of property rights in the Town is governed by Section 16-5-30 of the Town of Elizabeth Municipal Code, as amended.

18. Indemnification. Deleted

19. 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 12 of this Agreement.

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

21. 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
 151 South Banner Street
 Elizabeth, Colorado 80107

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

To the Property Owner: Turn 2 Development, LLC
 PO Box 2586
 Elizabeth Colorado 80107

Copy to: Todd Collins & Associates, LLC
 Attn: Todd Collins, Esq.
 724 E Kiowa Ave, Suite 5
 PO Box 456
 Elizabeth, Colorado 80107

22. Entire Agreement - Amendments. This Agreement embodies the entire 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 Property Owner and the Town acting pursuant to authorization of the Board of Trustees.

PROPERTY OWNER:

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of _____, 2024, by _____.

My commission expires: _____

(S E A L)

Notary Public

TOWN OF ELIZABETH, COLORADO

By: _____
Tammy Payne, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Town Attorney

EXHIBIT A**889 SOUTH ELIZABETH STREET ANNEXATION
LEGAL DESCRIPTION:**

A Tract of land situated in the Southeast quarter of the Northeast quarter of Section 13, Township 8 South, Range 65 West of the 6th P.M., County of Elbert, State of Colorado, more particularly described as follows:

Commencing at the Southeast corner of said Southeast quarter of the Northeast quarter thence North 89°21'41" West along the South line of said Southeast quarter of the Northeast quarter a distance of 370.75 feet to the West right of way line of Elizabeth Street and to the True Point of Beginning;

Thence North 89°21'41" West along South line a distance of 269.92 feet;

Thence North 2°10'53" West a distance of 315.98 feet;

Thence South 89°21'41" East, a distance of 282.18 feet to the West right of way line of Elizabeth Street;

Thence South 0°02'29" West along said West right of way line a distance of 315.62 feet to the Point of Beginning.

EXHIBIT B

Dedication of all water rights located on or under the Property.

ORDINANCE 24-11

AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF A PARCEL OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE 889 SOUTH ELIZABETH STREET PROPERTY IN ELBERT COUNTY

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the Board of Trustees of the Town of Elizabeth, Colorado, a written Petition for Annexation to and by the Town of Elizabeth, Colorado, of that property described in the attached **Exhibit A**, being contiguous unincorporated territory, situated, lying and being in the County of Elbert, State of Colorado;

WHEREAS, the Board of Trustees of the Town of Elizabeth, Colorado, conducted a public hearing on August 27, 2024, as required by law to determine the eligibility for annexation of that property described in Exhibit A;

WHEREAS, the Board of Trustees of the Town of Elizabeth, Colorado, has satisfied itself concerning the eligibility for annexation of that property described in Exhibit A and concerning the conformance of the proposed annexation to the applicable law in the annexation policy of the Town of Elizabeth, Colorado;

WHEREAS, the Board of Trustees of the Town of Elizabeth, Colorado, by resolution, determined that the applicable parts of C.R.S. §§ 31-12-104 and 31-12-105 have been met, that an election is not required under C.R.S. § 31-12-107(2), and that no additional terms and conditions are to be imposed;

WHEREAS, it is the opinion of the Board of Trustees that it is desirable and necessary that the property described in Exhibit A be annexed to the Town; and

WHEREAS, it is in the best interest of the Town and its citizens to annex said parcel.

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

Section 1. The annexation to and by the Town of Elizabeth, State of Colorado, of that property described in the attached **Exhibit A**, situated, lying and being in the County of Elbert, State of Colorado, meets all requirements of law and the annexation policy of the Town of Elizabeth, and therefore, said annexation is hereby approved and made effective.

Section 2. The owner of more than fifty percent (50%) of the area of the property described in Exhibit A, exclusive of public streets and alleys, petitioned for annexation with the Board of Trustees by filing a Petition for Annexation, together with four (4) copies of the annexation map, as required by law.

Section 3. The Board of Trustees, by resolution at a properly-noticed meeting on July 9, 2024, accepted said Petition and found and determined that the applicable parts of the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, as amended, have been met and further

determined that an election was not required under the Act and that no additional terms and conditions were to be imposed upon said annexation.

Section 4. Upon the effective date of this Annexation Ordinance, all lands within the area to be annexed shall become subject to the Municipal Laws of the State of Colorado pertaining to towns and to all ordinances, resolutions, rules and regulations of the Town of Elizabeth.

Section 5. Considering all of the foregoing, and based on the conviction that annexation of this property to the Town of Elizabeth will serve the best interests of the Town of Elizabeth and the owner(s) of the territory to be annexed, the unincorporated territory described in Exhibit A, which is attached hereto and made a part hereof, is hereby annexed to the Town of Elizabeth, Colorado.

Section 6. Upon passage of this Ordinance, the Town Clerk shall file for recording three (3) certified copies of the Annexation Ordinance and three (3) copies of the Annexation Map with the Clerk and Recorder of the County of Elbert, State of Colorado, and shall keep one (1) copy of the annexation map along with the original of this Annexation Ordinance in the Town Clerk's office.

Section 7. The Town Clerk shall request that the Elbert County Clerk and Recorder shall file one (1) certified copy of the Annexation Ordinance and one (1) copy of the Annexation Map with the Division of Local Governments of the Department of Local Affairs, in addition to filing one (1) certified copy of the Annexation Ordinance and one (1) copy of the Annexation Map with the Colorado Department of Revenue

Section 8. The Annexation Map showing the boundaries of the newly annexed territory as above described shall be kept on file in the office of the Elbert County Clerk and Recorder.

Section 9. Effective Date. By operation of C.R.S. § 31-12-113(2), the annexation and this Ordinance will not become effective until the Town Clerk completes the filings required by statute. For the purpose of general taxation, this Ordinance shall become effective on January 1st of the next succeeding year following its passage. This Ordinance shall otherwise 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

ORDINANCE 24-12

AN ORDINANCE ZONING PROPERTY NEWLY ANNEXED TO THE TOWN OF ELIZABETH TO COMMERCIAL MIXED USE (CMU) AS MORE PARTICULARLY DESCRIBED IN THE ANNEXATION AGREEMENT BETWEEN THE TOWN AND THE OWNER OF THE PROPERTY

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 zone certain property that is being newly annexed to 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 the Commercial Mixed Use (CMU) District, with certain limitations as more particularly described in the Annexation Agreement between the Town and the Property Owner.
- B. Public notice has been given of such rezoning pursuant to Section 16-4-10 of the Town of Elizabeth Municipal Code more than fifteen (15) days in advance of the public hearing.
- C. A need exists for zoning the Property to the Commercial Mixed Use (CMU) District, with certain limitations as more particularly described in the Annexation Agreement between the Town and the Property Owner, attached hereto as **Exhibit B**, and incorporated herein by this reference.

Section 2. The Property identified in **Exhibit A** is hereby rezoned to the Commercial Mixed Use (CMU) District, with certain limitations as more particularly described in the Annexation Agreement between the Town and the Property Owner, attached hereto as **Exhibit B**, and incorporated herein by this reference.

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 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 6. 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



TOWN OF ELIZABETH POLICE DEPARTMENT

JEFFERY R. ENGEL, CHIEF OF POLICE

425 S. Main St., P.O. Box 1527, Elizabeth, Colorado, 80107

Phone: 303-646-4664 Fax: 303-646-0616

Police@townofelizabeth.org

www.townofelizabeth.org

TO: Honorable Mayor, Mayor Pro Tem, and member of the Board of Trustees

FROM: Jeffery R. Engel, Chief of Police

DATED: September 24, 2024

SUBJECT: Visible Digital Solutions eVAC (electronic Victim Advocacy Cards)

BACKGROUND:

The State of Colorado requires law enforcement agencies to provide information pertaining to the Rights of Victims of Crimes (CRS 24-4.1-302), when investigating specific crimes. These crimes, whether submitted to state or municipal court for prosecution, include but are not limited to: Assault, Menacing, Child Abuse, Bias Motivated Crimes, Domestic Violence. Current Practice of the Elizabeth Police Department is to provide a paper flyer to the victim outlining the Victim's Bill of Rights and the contact information for the Elizabeth Police Department Victim Advocate.

The Elizabeth Police Department has researched alternative methods to provide Victim Bill of Rights information along with resources that a crime victim can access in a "one stop" mode. The Visible Digital Solutions eVAC (Electronic Victim Advocacy Cards) provides a custom-built electronic platform in which Victim Rights and victim resources can be shared by email, text message, link, or QR code.

The implementation of eVAC for the Town of Elizabeth Police Department requires an agreement to be signed between the Visible Digital Solutions and the Elizabeth Police Department.

ANALYSIS:

As cited, the Elizabeth Police Department currently provides paper copies of Victim Rights and resource information. Whether a crime victim or citizen in need of information, when given a paper copy, there is an inherent probability of misplacing or otherwise discarding the information, e.g., losing the document in the paper shuffle, or hiding information to prevent disclosure of accessing resources. Use of an electronic format provides 24/7 access to information and resources, from a smart phone or computer.

Distribution of information is simple and efficient. Information provided in the eVAC card is sent by link, email, text message, or QR code to the recipient's smart phone. Once received, the eVAC card satisfies statutory requirements in providing Victim Bill of Rights information.

The information provided in the eVAC card is custom built to the agency. Working with Visible Digital Solutions and the Elizabeth Police Department Victim Advocacy Unit, the Elizabeth Police Department was



Colorado Association of
Chiefs of Police





TOWN OF ELIZABETH POLICE DEPARTMENT

JEFFERY R. ENGEL, CHIEF OF POLICE

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

provided a “mock-up” of the eVAC card. The “mock-up” is consistent with other agencies throughout the State of Colorado and is congruent with agencies comprising the future 23rd Judicial District.

Availability, or lack thereof, has been a consistent theme in Elbert County. Individuals desiring resources must research the various providers, or the victim advocates to find the appropriate resource. Research is minimized using eVAC for the list of resources available in Elbert or adjacent counties is provided.

The information provided for eVAC is easily updated through communication with Visible Digital Solutions. Updates to the Victim’s Bill of Rights or changes to Colorado Revised Statutes are automatically updated by Visible Digital Solutions, through their connections at the legislative branch of the State of Colorado.

Implementation of eVAC requires signing a term of agreement. The terms of agreement have been evaluated by counsel for the Town of Elizabeth and deemed agreeable.

Distribution of eVAC is not limited to the crimes noted by Victim Bill of Rights. Information provided can be provided to a person who is the victim of a crime but is desiring information regarding Victim Advocacy services or other services outlined on the eVAC for the Town of Elizabeth Police Department.

In consultation with the Information Technology Provider, Phoenix Technologies, there is additional software or hardware purchases to be made, nor is there impact to security considerations with the eVAC platform.

Paper copies of the Victim Rights information will remain available and provided upon request.

STAFF RECOMMENDATIONS:

It is the recommendation the Town of Elizabeth Police Department enter into an agreement with Visible Digital Solutions to provide service for eVAC. Electronic distribution of victim rights information in an electronic format provides continual and consistent access to information and resources. The distribution of information is simple and efficient. Information on eVAC is automatically updated by Visible Digital Solutions and does not require the updating and re-printing of paper information by departmental staff.

BUDGET CONSIDERATIONS:

The cost for implementation of eVAC is an initial cost of \$549.00. This includes the eVAC design and set up. The annual cost for eVAC is \$399.00 per year. Funds are available through the community engagement line item. Currently, there is no anticipated increase in the cost of eVAC. If fees are to increase a minimum of 30 days’ notice is provided. In the Terms of the Agreement, a 30-day is needed to inform Visible Digital Solution of termination of service. If the cost of service for eVAC becomes cost prohibitive, notice to Visible Digital Solutions can be provided.



Colorado Association of
Chiefs of Police



TERMS OF SERVICE AGREEMENT

PLEASE READ THE FOLLOWING TERMS OF USE AGREEMENT CAREFULLY. BY ACCESSING OR USING OUR SITES AND OUR SERVICES, THE UNDERSIGNED, AS A REPRESENTATIVE OF City of Elizabeth, Colorado (the "Organization"), WITH AUTHORITY TO BIND THOSE RESPECTIVE ENTITIES IN CONTRACT, HEREBY AGREE TO BE BOUND BY THE TERMS AND ALL TERMS OF THIS AGREEMENT. IF YOU DO NOT EXPRESSLY AGREE TO ALL OF THE TERMS AND CONDITIONS, THEN PLEASE DO NOT ACCESS OR USE OUR SITES OR OUR SERVICES. THIS TERMS OF SERVICE AGREEMENT IS EFFECTIVE AS OF September 1, 2024 .

ACCEPTANCE OF TERMS

The following Terms of Service Agreement (the "TOS" or "Agreement") is an underlying contract that shall govern the relationship with our users and others which may interact or interface with Visible Digital Solutions LLC, also known as VDS, located at 1011 W Powers Avenue, Littleton, CO 80120, and our subsidiaries and affiliates, in association with the use of the VDS websites and software platforms which includes all VDS services and are not limited to my.visnsscard.com, www.visnsscard.com, visiblebrochures.com, eCards and VisnessWare (the "Site" and/or "Services" as revised and updated, which are defined below.

DESCRIPTION OF SERVICES OFFERED

VDS offers individuals, businesses, and other organizations a service in which VDS creates and hosts their digital business card(s)/brochures(s), also known as Visness Cards or eVACs (electronic Victim Advocacy Cards).

Any and all parties associated with the organization named in the signature portion of this Agreement Origination shall be deemed as "Users" of the Services provided for the purpose of this TOS.

The User acknowledges and agrees that the Services provided and made available through our website and applications, which includes some mobile applications and that those applications may be made available on various social media networking sites and numerous other platforms and downloadable programs, are the sole property of VDS. At its discretion, VDS may offer additional website services and/or products, or update, modify or revise any current content and Services, and this Agreement shall apply to any and all additional updated or revised Services and/or products unless otherwise stipulated. VDS reserves the right to cancel and cease offering any of the aforementioned Services and/or products, in which case, VDS shall provide written notice to the User no later than 30 days from the termination of the product or Service and shall provide the User with the option to terminate this agreement. Should VDS terminate all products and Services under this agreement, or the User decide to terminate due to a change in VDS products and/or Services, the remainder of the subscription fee shall be returned to the User *pro rata*. The User acknowledges, accepts, and agrees that VDS shall not be held liable for any damages the User may suffer as a result of any such update, modification, revision, suspension or discontinuance of any of our Services and/or products. Continued use of the Services provided, after such posting of any updates, changes, and/or modifications shall constitute your acceptance of such updates, changes and/or modifications, and as such, annual review of this Agreement and any and all applicable terms and policies should be made by the User to ensure the User(s) is/are aware of all terms and policies currently in effect. Should the User not agree to the updated, modified, revised, or modified terms, you must stop using the provided Services.

Furthermore, the User understands, acknowledges, and agrees that the Services offered shall be provided "AS IS" and as such VDS shall not assume any responsibility or obligation for the timeliness, missed delivery, deletion and/or any failure to store user content, communication or personalization settings.

SUBSCRIPTION TERMS

The undersigned authorizes VDS to invoice the Organization for payment of Services in the annual amount of \$399.00 until cancelled and a one-time set up and design fee of \$150.00 and agree to promptly make payment for said Services. This payment is for design, publishing, maintenance, and hosting of Visness Card(s) and or eVACs. I understand that I may cancel at

any time and for any reason, however all subscriptions run for a minimum period of twelve months, and I understand that payment for twelve consecutive months is required to subscribe to the service. I understand that this authorization will remain in effect until the schedule renewal or end date indicated on the invoice, or until the signor or designee cancel it in writing, whichever comes first (except for changes in products or Services, previously covered). I agree to notify the business in writing of any changes in the Organization's account information or termination of this authorization at least 30 days prior to the next billing date. If the above noted payment date falls on a weekend or holiday, I understand that the payment may be executed on the next business day.

GLOBAL USE AND EXPORT AND IMPORT COMPLIANCE

Due to the global nature of the internet, through the use of our network the User hereby agrees to comply with all local rules relating to online conduct. Uploading, posting and/or transferring of software, technology and other technical data may be subject to the export and import laws of the United States and possibly other countries. Through the use of our network, the User agrees to comply with all applicable export and import laws, statutes and regulations, including, but not limited to, the Export Administration Regulations (http://www.access.gpo.gov/bis/ear/ear_data.html), as well as the sanctions control program of the United States (<http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>). Furthermore, the Signer states and pledges that the User(s):

- a) Is/are not on the list of prohibited individuals which may be identified on any government export exclusion report (<http://www.bis.doc.gov/complianceand enforcement/liststocheck.htm>) nor a member of any other government which may be part of an export-prohibited country identified in applicable export and import laws and regulations;
- b) will not transfer any software, technology or any other technical data through the use of VDS network services to any export-prohibited country;

- c) will not use VDS website network Services for any military, nuclear, missile, chemical or biological weaponry end uses that would be a violation of the U.S. export laws; and
- d) will not post, transfer nor upload any software, technology or any other technical data which would be in violation of the U.S. or other applicable export and/or import laws.

CONTENT PLACED OR MADE AVAILABLE FOR COMPANY SERVICES

VDS shall not lay claim to ownership of any content submitted by any User or make such content available for inclusion on our website Services. Therefore, the Signer hereby grants and allows for VDS the below listed worldwide, royalty-free and non-exclusive licenses, as applicable:

- a) The content submitted or made available for inclusion on the publicly accessible areas of VDS's sites and/or Visness Cards/eVACS, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network Services is for the sole purpose of providing and promoting the specific area to which this content was placed and/or made available for viewing. This license shall be available so long as you are a member of VDS 's sites and shall terminate at such time when you elect to discontinue your membership/this agreement.
- b) Photos, audio, video and/or graphics submitted or made available for inclusion on the publicly accessible areas of VDS's sites and/or Visness Cards/eVACS, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network Services are for the sole purpose of providing and promoting the specific area in which this content was placed and/or made available for viewing. This license shall be available so long as you are a member of VDS's sites and shall terminate at such time when you elect to discontinue your membership/this agreement.
- c) For any other content submitted or made available for inclusion on the publicly accessible areas of VDS 's sites and/or Visness Cards/eVACS, the continuous, binding and completely sub-licensable license which is meant to permit to use, distribute, reproduce,

modify, adapt, publish, translate, publicly perform and/or publicly display said content, whether in whole or in part, and the incorporation of any such Content into other works in any arrangement or medium current used or later developed.

Those areas which may be deemed "publicly accessible" areas of VDS's sites and/or Visness Cards/eVACs are those such areas of our network properties which are available to the general public and to which access is not controlled, which would include message boards and groups that are openly available to visitors.

RELEASE

All Users herein agree to the extent permitted by law to hold VDS, our subsidiaries, affiliates, agents, employees, officers, partners and/or licensors blameless or not liable for any claim or demand, which may include, but is not limited to, reasonable attorney fees made by any third party, which may arise from any content a user of our site may submit, post, modify, transmit or otherwise make available through our Services, the use of VDS or your connection with these Services, your violations of the Terms of Service and/or your violation of any such rights of another person.

COMMERCIAL REUSE OF SERVICES

All Users agree not to replicate, duplicate, copy, trade, sell, resell nor exploit for any commercial reason any part, use of, or access to VDS's sites and/or Visness Cards/eVACs.

MODIFICATIONS

VDS shall reserve the right at any time it may deem fit, to modify, alter and or discontinue, whether temporarily or permanently, our service, or any part thereof, with at least 30 days notice, subject to previous provisions of this agreement. Should VDS need to modify, alter, and

or discontinue, whether temporarily or permanently, our service, or any part thereof, without notice due to circumstances out of the control of VDS, VDS shall notify Users as soon as practical and shall offer the Users the ability to cancel the remainder of this agreement with return of the remainder of the subscription fee *pro rata*. VDS shall not be held liable to the User or to any third party for any such alteration, modification, suspension and/or discontinuance of our Services, or any part thereof.

ADVERTISERS

Any correspondence or business dealings with, or the participation in any promotions of, advertisers located on or through our Services, which may include the payment and/or delivery of such related goods and/or Services, and any such other term, condition, warranty and/or representation associated with such dealings, are and shall be solely between You and any such advertiser. Moreover, you herein agree that VDS shall not be held responsible or liable for any loss or damage of any nature or manner incurred as a direct result of any such dealings or as a result of the presence of such advertisers on our websites.

LINKS

Either VDS or any third parties may provide links to other websites and/or resources. Thus, you acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and as such, we do not endorse nor are we responsible or liable for any content, products, advertising or any other materials, on or available from such third-party sites or resources. Furthermore, you acknowledge and agree that VDS shall not be responsible or liable, directly or indirectly, for any such damage or loss which may be a result of, caused or allegedly to be caused by or in connection with the use of or the reliance on any such content, goods or Services made available on or through any such site or resource.

PROPRIETARY RIGHTS

You do hereby acknowledge and agree that VDS's Services and any proprietary software that

may be used in connection with our Services ("Software") contains proprietary and confidential material that is protected by applicable intellectual property rights and other laws. Furthermore, you herein acknowledge and agree that any Content which may be contained in any advertisements or information presented by and through our Services or by advertisers is protected by copyrights, trademarks, patents or other proprietary rights and laws. Therefore, except for that which is expressly permitted by applicable law or as authorized by VDS or such applicable licensor, you agree not to alter, modify, lease, rent, loan, sell, distribute, transmit, broadcast, publicly perform and/or create any plagiaristic works which are based on VDS Services (i.e. Content or Software), in whole or part.

VDS herein has granted the User and the User's Organization non-transferable and non-exclusive rights and/or license to make use of your Visness Card/eVAC on your devices, as long as you do not, and shall not, allow any third party to duplicate, alter, modify, create or plagiarize work from, reverse engineer, reverse assemble or otherwise make an attempt to locate or discern any source code, sell, assign, sublicense, grant a security interest in and/or otherwise transfer any such right in the Software. Furthermore, you do herein agree not to alter or change the Software in any manner, nature, or form, and as such, not to use any modified versions of the Software, including and without limitation, for the purpose of obtaining unauthorized access to our Services. Lastly, you also agree not to access or attempt to access our Services through any means other than through the interface which is provided by VDS for use in accessing our Services.

WARRANTY DISCLAIMERS

YOU HEREIN EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

a) THE USE OF VDS SERVICES AND SOFTWARE ARE AT THE SOLE RISK BY YOU. OUR SERVICES AND SOFTWARE SHALL BE PROVIDED ON AN "AS IS" AND/OR "AS AVAILABLE" BASIS. VDS AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND WHETHER EXPRESSED OR IMPLIED,

INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b) VDS AND OUR SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO SUCH WARRANTIES THAT (i) VDS SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS; (ii) VDS SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE; (iii) THAT SUCH RESULTS WHICH MAY BE OBTAINED FROM THE USE OF THE VDS SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE; (iv) QUALITY OF ANY PRODUCTS, SERVICES, ANY INFORMATION OR OTHER MATERIAL WHICH MAY BE PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS; AND (v) THAT ANY SUCH ERRORS CONTAINED IN THE SOFTWARE SHALL BE CORRECTED.

c) ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY WAY OF VDS SERVICES OR SOFTWARE SHALL BE ACCESSED AT YOUR SOLE DISCRETION AND SOLE RISK.

d) NO ADVICE AND/OR INFORMATION, DESPITE WHETHER WRITTEN OR ORAL, THAT MAYBE OBTAINED BY YOU FROM VDS OR BY WAY OF OR FROM OUR SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

e) A SMALL PERCENTAGE OF SOME USERS MAY EXPERIENCE SOME DEGREE OF EPILEPTIC SEIZURE WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS THAT MAY BE CONTAINED ON A COMPUTER SCREEN OR WHILE USING OUR SERVICES. CERTAIN CONDITIONS MAY INDUCE A PREVIOUSLY UNKNOWN CONDITION OR UNDETECTED EPILEPTIC SYMPTOM IN USERS WHO HAVE SHOWN NO HISTORY OF ANY PRIOR SEIZURE OR EPILEPSY. SHOULD YOU, ANYONE YOU KNOW OR ANYONE IN YOUR FAMILY HAVE AN EPILEPTIC

CONDITION, PLEASE CONSULT A PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING OUR SERVICES: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

LIMITATION OF LIABILITY

YOU EXPLICITLY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT NEITHER PARTY OR THEIR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES WHICH MAYBE RELATED TO THE LOSS OF ANY PROFITS, GOODWILL, USE, DATA AND/OR OTHER INTANGIBLE LOSSES, EVEN THOUGH WE MAY HAVE BEEN ADVISED OF SUCH POSSIBILITY THAT SAID DAMAGES MAY OCCUR, AND RESULT FROM:

- a) THE USE OR INABILITY TO USE OUR SERVICE;
- b) THE COST OF PROCURING SUBSTITUTE GOODS AND SERVICES;
- c) UNAUTHORIZED ACCESS TO OR THE ALTERATION OF YOUR TRANSMISSIONS AND/OR DATA;
- d) STATEMENTS OR CONDUCT OF ANY SUCH THIRD PARTY ON OUR SERVICE;
- e) AND ANY OTHER MATTER WHICH MAY BE RELATED TO OUR SERVICE.

EXCLUSION AND LIMITATIONS

THERE ARE SOME JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OF

CERTAIN WARRANTIES OR THE LIMITATION OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS OF SECTIONS WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY MAY NOT APPLY TO YOU.

THIRD PARTY BENEFICIARIES

You herein acknowledge, understand, and agree, unless otherwise expressly provided in this TOS, that there shall be third-party beneficiaries to this agreement.

NOTICE TO USER

VDS may furnish Users with notices, including those with regards to any changes to the TOS, including but not limited to email, regular mail, MMS or SMS, text messaging, postings on our website Services, or other reasonable means currently known or any which may be hereinafter developed. Any such notices may not be received if you violate any aspects of the TOS by accessing our Services in an unauthorized manner. A User's acceptance of this TOS constitutes that User's agreement that the User is deemed to have received any and all notices that would have been delivered had the User accessed VDS Services in an authorized manner.

TRADEMARK INFORMATION

You herein acknowledge, understand, and agree that all of the VDS trademarks, copyright, tradename, service marks, and other VDS logos and any brand features, and/or product and service names are trademarks and as such, are and shall remain the property of VDS. You herein agree not to display and/or use in any manner the VDS logo or marks.

COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS NOTICE & PROCEDURES

VDS will always respect the intellectual property of others, and we ask that all of our users do the same. With regards to appropriate circumstances and at its sole discretion, VDS may disable and/or terminate the accounts of any user who repeatedly violates our TOS and/or infringes the rights of others. If you feel that your work has been duplicated in such a way that would constitute copyright infringement, or if you believe your intellectual property rights have been otherwise violated, you should provide to us the following information:

- a) The electronic or the physical signature of the individual that is authorized on behalf of the owner of the copyright or other intellectual property interest;
- b) A description of the copyrighted work or other intellectual property that you believe has been infringed upon;
- c) A description of the location of the site which you allege has been infringing upon your work;
- d) The physical address, telephone number, and email address;
- e) A statement, in which you state that the alleged and disputed use of your work is not authorized by the copyright owner, its agents or the law;
- f) And finally, a statement, made under penalty of perjury, that the aforementioned information in your notice is the truth and accurate, and that you are the copyright or intellectual property owner, representative or agent authorized to act on the copyright or intellectual property owner's behalf.

The VDS Agent for notice of claims of copyright or other intellectual property infringement can be contacted as follows:

Mailing Address:

Visible Digital Solutions LLC

Attn: Copyright Agent

1011 W Powers Avenue, Littleton, CO 80120

Telephone: 303-346-9001

Email: service@visnesscard.com

GENERAL INFORMATION

ENTIRE AGREEMENT

This TOS constitutes the entire agreement between you and VDS and shall govern the use of our Services, superseding any prior version of this TOS between you and us with respect to VDS Services.

CHOICE OF LAW AND FORUM

It is at the mutual agreement of both you and VDS with regard to the TOS that the relationship between the parties shall be governed by the laws of the State of Colorado without regard to its conflict of law provisions and that any and all claims, causes of action and/or disputes, arising out of or relating to the TOS, or the relationship between you and VDS, shall be filed within the courts having jurisdiction within the County of Arapahoe, Colorado or the U.S. District Court located in the District of Colorado.

WAIVER AND SEVERABILITY OF TERMS

At any time, should either party fail to exercise or enforce any right or provision of the TOS, such failure shall not constitute a waiver of such right or provision. If any provision of this TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

VIOLATIONS

Please report any and all violations of this TOS to VDS as follows:

Mailing Address:

Visible Digital Solutions LLC

Attn: Copyright Agent

1011 W Powers Avenue, Littleton, CO 80120

Telephone: 303-346-9001

Email: service@visnesscard.com

I/We agree to the TOS set forth above and am fully authorized to execute this agreement on behalf of the organization, which is listed below.

For -

Printed Name:

Printed Title:

Signature:

Date:

TERMS OF SERVICE AGREEMENT

PLEASE READ THE FOLLOWING TERMS OF USE AGREEMENT CAREFULLY. BY ACCESSING OR USING OUR SITES AND OUR SERVICES, THE UNDERSIGNED, AS A REPRESENTATIVE OF City of Elizabeth, Colorado (the "Organization"), WITH AUTHORITY TO BIND THOSE RESPECTIVE ENTITIES IN CONTRACT, HEREBY AGREE TO BE BOUND BY THE TERMS AND ALL TERMS OF THIS AGREEMENT. IF YOU DO NOT EXPRESSLY AGREE TO ALL OF THE TERMS AND CONDITIONS, THEN PLEASE DO NOT ACCESS OR USE OUR SITES OR OUR SERVICES. THIS TERMS OF SERVICE AGREEMENT IS EFFECTIVE AS OF September 1, 2024 .

ACCEPTANCE OF TERMS

The following Terms of Service Agreement (the "TOS" or "Agreement") is an underlying contract that shall govern the relationship with our users and others which may interact or interface with Visible Digital Solutions LLC, also known as VDS, located at 1011 W Powers Avenue, Littleton, CO 80120, and our subsidiaries and affiliates, in association with the use of the VDS websites and software platforms which includes all VDS services and are not limited to my.visnesscard.com, www.visnesscard.com, visiblebrochures.com, cCards and VisnessWare (the "Site" and/or "Services" as revised and updated, which are defined below.

DESCRIPTION OF SERVICES OFFERED

VDS offers individuals, businesses, and other organizations a service in which VDS creates and hosts their digital business card(s)/brochures(s), also known as Visness Cards or eVACs (electronic Victim Advocacy Cards).

Any and all parties associated with the organization named in the signature portion of this Agreement Origination shall be deemed as "Users" of the Services provided for the purpose of this TOS.

The User acknowledges and agrees that the Services provided and made available through our website and applications, which includes some mobile applications and that those applications may be made available on various social media networking sites and numerous other platforms and downloadable programs, are the sole property of VDS. At its discretion, VDS may offer additional website services and/or products, or update, modify or revise any current content and Services, and this Agreement shall apply to any and all additional updated or revised Services and/or products unless otherwise stipulated. VDS reserves the right to cancel and cease offering any of the aforementioned Services and/or products, in which case, VDS shall provide written notice to the User no later than 30 days from the termination of the product or Service and shall provide the User with the option to terminate this agreement. Should VDS terminate all products and Services under this agreement, or the User decide to terminate due to a change in VDS products and/or Services, the remainder of the subscription fee shall be returned to the User *pro rata*. The User acknowledges, accepts, and agrees that VDS shall not be held liable for any damages the User may suffer as a result of any such update, modification, revision, suspension or discontinuance of any of our Services and/or products. Continued use of the Services provided, after such posting of any updates, changes, and/or modifications shall constitute your acceptance of such updates, changes and/or modifications, and as such, annual review of this Agreement and any and all applicable terms and policies should be made by the User to ensure the User(s) is/are aware of all terms and policies currently in effect. Should the User not agree to the updated, modified, revised, or modified terms, you must stop using the provided Services.

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- a) Is/are not on the list of prohibited individuals which may be identified on any government export exclusion report (<http://www.bis.doc.gov/complianceand enforcement/lists to check.htm>) nor a member of any other government which may be part of an export-prohibited country identified in applicable export and import laws and regulations;
- b) will not transfer any software, technology or any other technical data through the use of VDS network services to any export-prohibited country;

- c) will not use VDS website network Services for any military, nuclear, missile, chemical or biological weaponry end uses that would be a violation of the U.S. export laws; and
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- a) The content submitted or made available for inclusion on the publicly accessible areas of VDS's sites and/or Visness Cards/eVACS, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network Services is for the sole purpose of providing and promoting the specific area to which this content was placed and/or made available for viewing. This license shall be available so long as you are a member of VDS 's sites and shall terminate at such time when you elect to discontinue your membership/this agreement.
- b) Photos, audio, video and/or graphics submitted or made available for inclusion on the publicly accessible areas of VDS's sites and/or Visness Cards/eVACS, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network Services are for the sole purpose of providing and promoting the specific area in which this content was placed and/or made available for viewing. This license shall be available so long as you are a member of VDS's sites and shall terminate at such time when you elect to discontinue your membership/this agreement.
- c) For any other content submitted or made available for inclusion on the publicly accessible areas of VDS 's sites and/or Visness Cards/eVACS, the continuous, binding and completely sub-licensable license which is meant to permit to use, distribute, reproduce,

modify, adapt, publish, translate, publicly perform and/or publicly display said content, whether in whole or in part, and the incorporation of any such Content into other works in any arrangement or medium current used or later developed.

Those areas which may be deemed "publicly accessible" areas of VDS's sites and/or Visness Cards/eVACs are those such areas of our network properties which are available to the general public and to which access is not controlled, which would include message boards and groups that are openly available to visitors.

RELEASE

All Users herein agree to the extent permitted by law to hold VDS, our subsidiaries, affiliates, agents, employees, officers, partners and/or licensors blameless or not liable for any claim or demand, which may include, but is not limited to, reasonable attorney fees made by any third party, which may arise from any content a user of our site may submit, post, modify, transmit or otherwise make available through our Services, the use of VDS or your connection with these Services, your violations of the Terms of Service and/or your violation of any such rights of another person.

COMMERCIAL REUSE OF SERVICES

All Users agree not to replicate, duplicate, copy, trade, sell, resell nor exploit for any commercial reason any part, use of, or access to VDS's sites and/or Visness Cards/eVACs.

MODIFICATIONS

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or discontinue, whether temporarily or permanently, our service, or any part thereof, without notice due to circumstances out of the control of VDS, VDS shall notify Users as soon as practical and shall offer the Users the ability to cancel the remainder of this agreement with return of the remainder of the subscription fee *pro rata*. VDS shall not be held liable to the User or to any third party for any such alteration, modification, suspension and/or discontinuance of our Services, or any part thereof.

ADVERTISERS

Any correspondence or business dealings with, or the participation in any promotions of, advertisers located on or through our Services, which may include the payment and/or delivery of such related goods and/or Services, and any such other term, condition, warranty and/or representation associated with such dealings, are and shall be solely between You and any such advertiser. Moreover, you herein agree that VDS shall not be held responsible or liable for any loss or damage of any nature or manner incurred as a direct result of any such dealings or as a result of the presence of such advertisers on our websites.

LINKS

Either VDS or any third parties may provide links to other websites and/or resources. Thus, you acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and as such, we do not endorse nor are we responsible or liable for any content, products, advertising or any other materials, on or available from such third-party sites or resources. Furthermore, you acknowledge and agree that VDS shall not be responsible or liable, directly or indirectly, for any such damage or loss which may be a result of, caused or allegedly to be caused by or in connection with the use of or the reliance on any such content, goods or Services made available on or through any such site or resource.

PROPRIETARY RIGHTS

You do hereby acknowledge and agree that VDS's Services and any proprietary software that

may be used in connection with our Services ("Software") contains proprietary and confidential material that is protected by applicable intellectual property rights and other laws. Furthermore, you herein acknowledge and agree that any Content which may be contained in any advertisements or information presented by and through our Services or by advertisers is protected by copyrights, trademarks, patents or other proprietary rights and laws. Therefore, except for that which is expressly permitted by applicable law or as authorized by VDS or such applicable licensor, you agree not to alter, modify, lease, rent, loan, sell, distribute, transmit, broadcast, publicly perform and/or created any plagiaristic works which are based on VDS Services (i.e. Content or Software), in whole or part.

VDS herein has granted the User and the User's Organization non-transferable and non-exclusive rights and/or license to make use of your Visness Card/eVAC on your devices, as long as you do not, and shall not, allow any third party to duplicate, alter, modify, create or plagiarize work from, reverse engineer, reverse assemble or otherwise make an attempt to locate or discern any source code, sell, assign, sublicense, grant a security interest in and/or otherwise transfer any such right in the Software. Furthermore, you do herein agree not to alter or change the Software in any manner, nature, or form, and as such, not to use any modified versions of the Software, including and without limitation, for the purpose of obtaining unauthorized access to our Services. Lastly, you also agree not to access or attempt to access our Services through any means other than through the interface which is provided by VDS for use in accessing our Services.

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INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b) VDS AND OUR SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO SUCH WARRANTIES THAT (i) VDS SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS; (ii) VDS SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE; (iii) THAT SUCH RESULTS WHICH MAY BE OBTAINED FROM THE USE OF THE VDS SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE; (iv) QUALITY OF ANY PRODUCTS, SERVICES, ANY INFORMATION OR OTHER MATERIAL WHICH MAY BE PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS; AND (v) THAT ANY SUCH ERRORS CONTAINED IN THE SOFTWARE SHALL BE CORRECTED.

c) ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY WAY OF VDS SERVICES OR SOFTWARE SHALL BE ACCESSED AT YOUR SOLE DISCRETION AND SOLE RISK.

d) NO ADVICE AND/OR INFORMATION, DESPITE WHETHER WRITTEN OR ORAL, THAT MAY BE OBTAINED BY YOU FROM VDS OR BY WAY OF OR FROM OUR SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

e) A SMALL PERCENTAGE OF SOME USERS MAY EXPERIENCE SOME DEGREE OF EPILEPTIC SEIZURE WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS THAT MAY BE CONTAINED ON A COMPUTER SCREEN OR WHILE USING OUR SERVICES. CERTAIN CONDITIONS MAY INDUCE A PREVIOUSLY UNKNOWN CONDITION OR UNDETECTED EPILEPTIC SYMPTOM IN USERS WHO HAVE SHOWN NO HISTORY OF ANY PRIOR SEIZURE OR EPILEPSY. SHOULD YOU, ANYONE YOU KNOW OR ANYONE IN YOUR FAMILY HAVE AN EPILEPTIC

CONDITION, PLEASE CONSULT A PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING OUR SERVICES: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

LIMITATION OF LIABILITY

YOU EXPLICITLY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT NEITHER PARTY OR THEIR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES WHICH MAYBE RELATED TO THE LOSS OF ANY PROFITS, GOODWILL, USE, DATA AND/OR OTHER INTANGIBLE LOSSES, EVEN THOUGH WE MAY HAVE BEEN ADVISED OF SUCH POSSIBILITY THAT SAID DAMAGES MAY OCCUR, AND RESULT FROM:

- a) THE USE OR INABILITY TO USE OUR SERVICE;
- b) THE COST OF PROCURING SUBSTITUTE GOODS AND SERVICES;
- c) UNAUTHORIZED ACCESS TO OR THE ALTERATION OF YOUR TRANSMISSIONS AND/OR DATA;
- d) STATEMENTS OR CONDUCT OF ANY SUCH THIRD PARTY ON OUR SERVICE;
- e) AND ANY OTHER MATTER WHICH MAY BE RELATED TO OUR SERVICE.

EXCLUSION AND LIMITATIONS

THERE ARE SOME JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OF

CERTAIN WARRANTIES OR THE LIMITATION OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS OF SECTIONS WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY MAY NOT APPLY TO YOU.

THIRD PARTY BENEFICIARIES

You herein acknowledge, understand, and agree, unless otherwise expressly provided in this TOS, that there shall be third-party beneficiaries to this agreement.

NOTICE TO USER

VDS may furnish Users with notices, including those with regards to any changes to the TOS, including but not limited to email, regular mail, MMS or SMS, text messaging, postings on our website Services, or other reasonable means currently known or any which may be hereinafter developed. Any such notices may not be received if you violate any aspects of the TOS by accessing our Services in an unauthorized manner. A User's acceptance of this TOS constitutes that User's agreement that the User is deemed to have received any and all notices that would have been delivered had the User accessed VDS Services in an authorized manner.

TRADEMARK INFORMATION

You herein acknowledge, understand, and agree that all of the VDS trademarks, copyright, tradename, service marks, and other VDS logos and any brand features, and/or product and service names are trademarks and as such, are and shall remain the property of VDS. You herein agree not to display and/or use in any manner the VDS logo or marks.

COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS NOTICE & PROCEDURES

VDS will always respect the intellectual property of others, and we ask that all of our users do the same. With regards to appropriate circumstances and at its sole discretion, VDS may disable and/or terminate the accounts of any user who repeatedly violates our TOS and/or infringes the rights of others. If you feel that your work has been duplicated in such a way that would constitute copyright infringement, or if you believe your intellectual property rights have been otherwise violated, you should provide to us the following information:

- a) The electronic or the physical signature of the individual that is authorized on behalf of the owner of the copyright or other intellectual property interest;
- b) A description of the copyrighted work or other intellectual property that you believe has been infringed upon;
- c) A description of the location of the site which you allege has been infringing upon your work;
- d) The physical address, telephone number, and email address;
- e) A statement, in which you state that the alleged and disputed use of your work is not authorized by the copyright owner, its agents or the law;
- f) And finally, a statement, made under penalty of perjury, that the aforementioned information in your notice is the truth and accurate, and that you are the copyright or intellectual property owner, representative or agent authorized to act on the copyright or intellectual property owner's behalf.

The VDS Agent for notice of claims of copyright or other intellectual property infringement can be contacted as follows:

Mailing Address:

Visible Digital Solutions LLC

Attn: Copyright Agent

1011 W Powers Avenue, Littleton, CO 80120

Telephone: 303-346-9001

Email: service@visnesscard.com

GENERAL INFORMATION

ENTIRE AGREEMENT

This TOS constitutes the entire agreement between you and VDS and shall govern the use of our Services, superseding any prior version of this TOS between you and us with respect to VDS Services.

CHOICE OF LAW AND FORUM

It is at the mutual agreement of both you and VDS with regard to the TOS that the relationship between the parties shall be governed by the laws of the State of Colorado without regard to its conflict of law provisions and that any and all claims, causes of action and/or disputes, arising out of or relating to the TOS, or the relationship between you and VDS, shall be filed within the courts having jurisdiction within the County of Arapahoe, Colorado or the U.S. District Court located in the District of Colorado.

WAIVER AND SEVERABILITY OF TERMS

At any time, should either party fail to exercise or enforce any right or provision of the TOS, such failure shall not constitute a waiver of such right or provision. If any provision of this TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

VIOLATIONS

Please report any and all violations of this TOS to VDS as follows:

Mailing Address:

Visible Digital Solutions LLC

Attn: Copyright Agent

1011 W Powers Avenue, Littleton, CO 80120

Telephone: 303-346-9001

Email: service@visnesscard.com

I/We agree to the TOS set forth above and am fully authorized to execute this agreement on behalf of the organization, which is listed below.

For -

Printed Name:

Printed Title:

Signature:

Date:



TOWN OF ELIZABETH

HANNAH BRUCE, FINANCE OFFICER

TO: Honorable Mayor, Mayor Pro Tem and Board of Trustees
FROM: Patrick Davidson, Town Administrator
Hannah Bruce, Finance Officer
DATE: July 24, 2024
SUBJECT: Resolution 24R40, Resolution Amending the 2024 Budget

SUMMARY

In 2024, the Town of Elizabeth received 2 (two) grants via Energy/Mineral Impact Fund Grant (EIAF), and DOLA's Main Street Program, in the amounts of \$200,000.00, \$1,000,000.00, and \$250,000.00. An amendment to the 2024 budget to demonstrate these funds as additional grant revenue is recommended for the Capital Improvement Fund as well as the Street Capital Improvement Fund.

Spending that is not currently appropriated in the Town budget should be added via an amendment to ensure that expenditures do not exceed the total budgeted amount for each fund.

August of 2024, the Board of Trustees voted to purchase land located at 601 S Pine Ridge Street. The original budget included funds for Land Purchase but were not sufficient for the purchase price of the lots for sale.

The purchase price of the vehicles needed for the Police Department was significantly more than what was originally budgeted. This increase also extended to the services done by LAWS for the outfit of these vehicles.

Main Street Streetscape Design was not included in the 2024 budget with the notion that design was complete, and construction would begin. There were additional changes and improvements made in 2024 that resulted in additional engineering fees to be billed by Core Consultants.

The Town will spend grant funds that were not budgeted for, Senior Center, and Main Street Streetscape.



TOWN OF ELIZABETH

HANNAH BRUCE, FINANCE OFFICER

Building permit expenses have reached 128% of the budgeted amount through August. Revenues will increase concurrently, but the budget will need to be amended to appropriate funds for these additional expenditures.

IT Contracted for Community Development originally did not include the Main Street Board & Historic Board. The amendment will correct this and include the 2 (two) Boards as well as the employees of Community Development.

Police Overtime has reached 163% of the budgeted amount through August. This is largely in part to new hires still in training, additional need for officers during events, and the loss of employees.

Police Body Cam and Tasers Contracts went into effect during the calendar year 2023. The yearly contract invoice for 2023 was not received until July of 2024. The amendment is to account for yearly contract amounts for 2023 and 2024.

Town Administrator Health Insurance was not calculated correctly in the 2024 budget. The addition of family to health insurance was to be included. The amendment will account for this addition.

STAFF RECOMMENDATION

Staff recommends the Board of Trustees approve Resolution 24R40 authorizing the amendment to the 2024 Budget.

ATTACHMENTS(S)

- A. Resolution 24R40, A Resolution Amending the 2024 Budget
- B. Budget Amendment Worksheet

RESOLUTION 24R40

A RESOLUTION AMENDING THE TOWN OF ELIZABETH’S BUDGET FOR FISCAL YEAR 2024

WHEREAS, Colorado Revised Statutes. 29-1-103 (1) of the Local Government Budget Law of Colorado (“Local Government Budget Law”) requires local governmental entities to prepare and adopt an annual budget, and also addresses amendments to previously adopted budgets; and

WHEREAS, notice of the proposed amendment of the 2024 budget was given by the Town in compliance with C.R.S. 29-1-106; and

WHEREAS, the Town has received additional revenue as a result of EIAF, and DOLA, and desires to amend the budget accordingly; and

WHEREAS, the Town desires to appropriate additional funds for expenditures, desires to amend accordingly; and

WHEREAS, in compliance with Colorado Law and in transparency for the residents of the Town of Elizabeth, amendments should be made to the 2024 Approved Budget for the Town; and

WHEREAS, in compliance with the provisions of the Local Government Budget Law regarding notice, objections, and hearing, a public hearing was held on the 2024 budget amendment on September 24, 2024.

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

Section 1. The 2024 budget of the Town of Elizabeth is hereby amended as set forth in **Exhibit 1**, attached hereto and incorporated by this reference.

Section 2. A certified copy of this resolution shall be filed with the Division of Local Government.

PASSED, APPROVED, and ADOPTED this 24th day of September 2024, by the Board of Trustees of the Town of Elizabeth, Colorado, on the first and final reading, by a vote of _____ for and _____ against.

Tammy Payne, Mayor

ATTEST

Michelle M. Oeser, Town Clerk

2024 Budget Changes

		Adopted 2024 Budget Amount	Modified 2024 Budget Amount	Notes
General Fund - Police				
10-46-1300	Overtime	\$23,895.61	\$40,000.00	During the early months of 2024, Police was not at full staff. To account for this, current employed officers were asked to work overtime to ensure adequate coverage for the Town until new hires were properly trained.
10-46-3655	Body Cams Contract	\$15,510.00	\$28,000.00	This is to account for the yearly contract for 2023. Invoice was not received until July of 2024.
10-46-3660	Tasers Contract	\$4,810.00	\$9,620.00	This is to account for the yearly contract for 2023. Invoice was not received until July of 2024.
General Fund - Twn Adminstr				
10-52-1500	Health Insurance	\$1,899.00	\$27,301.00	This is to account for the addition of Health Insurance for Employee plus Family.
General Fund - Comm Dev				
10-53-3000	Building Permits Pass Through	\$115,000.00	\$300,000.00	Building permit expenses have reached 128% of the budgeted amount through June. Revenues will increase concurrently, but the budget will need to be amended to appropriate funds for these additional expenditures.
10-53-5250	IT - Contracted	\$1,600.00	\$6,300.00	This is to account for the Main Street & Historic Board.
Capital Improvement Fund - Revenue				
31-34-1000	Grants	\$0.00	\$200,000.00	This is being amended to account for the Energy/Mineral Impact Assistance Fund Grants for the Senior Center.
Capital Improvement Misc				
31-80-0100	Land Purchase	\$250,000.00	\$900,000.00	This is to account for the purchase of 601 S Pine Ridge Street.
31-80-3450	Senior Center	\$200,000.00	\$400,000.00	This is to account for the use of EIAF Grant for the Senior Center.
31-80-4020	PD Vehicles	\$101,000.00	\$200,000.00	This is being amended due to inflation of the cost of vehicles as well as the services performed by LAWS on the vehicle.
Street Capital Improvement Fund - Revenue				
32-34-1000	Grants	\$0.00	\$1,250,000.00	This is being amended to account for the Energy/Mineral Impact Assistance Fund Grant and the DOLA Mainstreet Grant.
Capital Outlay				
32-49-9120	Main Street Streetscape	\$275,000.00	\$1,525,000.00	This is to account for the use of EIAF and DOLA Grant for Mainstreet Streetscape.
32-49-9305	Main St Streetscape Design	\$0.00	\$200,000.00	This is to account for the additional expenses for the design of Mainstreet Streetscape through Core Consultants.

COMBINED BALANCE SHEET
SUMMARY OF 2024 TOTAL BUDGET
2024 AMENDED BUDGET

	FUND 10 GENERAL FUND	FUND 21 STREET MAINT. FUND	FUND 31 CAP IMP FUND	FUND 32 STREET CAP FUND	FUND 52 WTR SWR FUND	TOTAL BUDGET
Revenues	3,214,429	414,440	2,152,500	2,788,750	4,121,000	12,691,119
Transfer from Other Funds	410,000	-	-	-	-	410,000
SUB-TOTAL	<u>3,624,429</u>	<u>414,440</u>	<u>2,152,500</u>	<u>2,788,750</u>	<u>4,121,000</u>	<u>13,101,119</u>
Beginning Balance	<u>3,142,264</u>	<u>1,011,820</u>	<u>10,253,003</u>	<u>4,519,188</u>	<u>6,437,855</u>	<u>25,364,130</u>
TOTAL REVENUES	<u><u>6,766,693</u></u>	<u><u>1,426,260</u></u>	<u><u>12,405,503</u></u>	<u><u>7,307,938</u></u>	<u><u>10,558,855</u></u>	<u><u>38,465,249</u></u>
Expenditures	(4,030,611)	(474,680)	(2,642,000)	(3,092,500)	(2,213,622)	(12,453,413)
Transfer to Other Funds	-	-	(110,000)	-	(200,000)	(310,000)
TOTAL EXPENSES	<u>(4,030,611)</u>	<u>(474,680)</u>	<u>(2,752,000)</u>	<u>(3,092,500)</u>	<u>(2,413,622)</u>	<u>(12,763,413)</u>
ENDING CASH BALANCE	<u>2,736,082</u>	<u>951,580</u>	<u>9,653,503</u>	<u>4,215,438</u>	<u>8,145,233</u>	<u>25,701,836</u>
EMERG RESERVE	(120,918)	(14,240)	(82,560)	(92,775)	(72,409)	(382,902)
CONSERVATION TRST RES	(117,683)	-	-	-	-	(117,683)
DEBT RESERVE	-	-	-	(188,500)	(74,436)	(262,936)
ARPA RESERVE	(303,829)	-	-	-	-	(303,829)
Year End Balance	<u><u>2,193,652</u></u>	<u><u>937,340</u></u>	<u><u>9,570,943</u></u>	<u><u>3,934,163</u></u>	<u><u>7,998,388</u></u>	<u><u>24,634,486</u></u>

TOWN OF ELIZABETH
GENERAL FUND SUMMARY
2024 AMENDED BUDGET

	2022 ACTUAL	2023 APPROVED	2023 ESTIMATED	2024 AMENDED
REVENUES				
REVENUES	3,184,844	3,014,000	3,803,097	3,214,429
TRANSFER IN	280,000	280,000	245,000	410,000
SUB-TOTAL	3,464,844	3,294,000	4,048,097	3,624,429
BEGINNING FUND BALANCE	2,042,395	2,455,725	2,455,725	3,142,264
TOTAL REVENUES	<u>5,507,239</u>	<u>5,749,725</u>	<u>6,503,822</u>	<u>6,766,693</u>
EXPENDITURES				
EXPENDITURES	(2,908,213)	(3,400,293)	(3,133,872)	(4,030,611)
TOTAL EXPENSES	<u>(2,908,213)</u>	<u>(3,400,293)</u>	<u>(3,133,872)</u>	<u>(4,030,611)</u>
ENDING FUND BALANCE	2,455,725	3,142,264	3,142,264	2,736,082
EMERGENCY RESERVE	(87,246)	(102,009)	(94,016)	(120,918)
CONSERVATION TRUST RESERVE	(114,430)	(124,430)	(125,683)	(117,683)
ARPA RESERVE	<u>(196,807)</u>	<u>(303,829)</u>	<u>(303,829)</u>	<u>(303,829)</u>
YEAR END BALANCE	<u>2,057,242</u>	<u>2,611,996</u>	<u>2,618,736</u>	<u>2,193,652</u>

**TOWN OF ELIZABETH
GENERAL FUND SUMMARY
2024 AMENDED BUDGET**

REVENUES		2022 ACTUAL	2023 APPROVED	2023 ESTIMATED	2024 AMENDED
10-31	Taxes	1,875,937	1,865,000	2,132,966	1,865,119
10-32	Licenses, Fees, and Charges	264,906	260,000	708,339	338,000
10-33	Intergovernmental	16,494	13,000	17,216	17,800
10-34	Grants	6,270	50,000	-	-
10-36	Other	1,021,236	826,000	944,576	993,510
10-39	Transfers In	280,000	280,000	245,000	410,000
TOTAL REVENUE		<u>3,464,844</u>	<u>3,294,000</u>	<u>4,048,097</u>	<u>3,624,429</u>
EXPENDITURES					
10-41	Town Clerk	721,050	885,293	814,844	801,841
10-42	Judicial	47,358	36,660	30,610	38,941
10-43	Legislative	24,967	39,892	26,835	55,556
10-46	Police Department	1,372,240	1,486,216	1,458,029	1,848,496
10-49	Parks	119,994	170,489	115,272	301,077
10-52	Twn Adminstr	167,220	198,553	179,732	227,814
10-53	Community Development	455,384	583,190	508,550	756,885
TOTAL EXPENDITURES		<u>2,908,213</u>	<u>3,400,293</u>	<u>3,133,872</u>	<u>4,030,611</u>

**TOWN OF ELIZABETH
GENERAL FUND REVENUES
2024 AMENDED BUDGET**

ACCOUNT NUMBER	SOURCE	2022 ACTUAL	2023 APPROVED	2023 ESTIMATED	2024 AMENDED
TAXES:					
10-31-1000	Property Taxes	714,473	750,000	1,163,228	780,119
10-31-2000	Specific Ownership Tax	113,795	115,000	107,176	110,000
10-31-3100	1% Sales Tax	<u>1,047,669</u>	<u>1,000,000</u>	<u>862,562</u>	<u>975,000</u>
	SUB-TOTAL	1,875,937	1,865,000	2,132,966	1,865,119
LICENSES, FEES, AND CHARGES:					
10-32-1000	Franchise Tax	81,263	80,000	141,215	115,000
10-32-2000	Building Permit	153,723	150,000	502,911	175,000
10-32-2100	Passport Execution Fees	-	-	9,713	10,000
10-32-2200	Passport Photo Fees	-	-	1,971	2,000
10-32-2300	Bag Fees	-	-	9,621	6,000
10-32-3000	Other Licenses, Fees and Chg	<u>29,921</u>	<u>30,000</u>	<u>42,909</u>	<u>30,000</u>
	SUB-TOTAL	264,906	260,000	708,339	338,000
INTERGOVERNMENTAL:					
10-33-2000	Cigarette Tax	5,482	3,000	5,963	5,800
10-33-3000	Conservation Trust Fund	11,012	10,000	11,253	12,000
10-33-5901	State Severance Tax	-	-	-	-
10-33-9000	Other Intergovernmental Rev	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	SUB-TOTAL	16,494	13,000	17,216	17,800
10-34-1000	GRANTS:	<u>6,270</u>	<u>50,000</u>	<u>-</u>	<u>-</u>
OTHER:					
10-36-1000	Interest	47,881	8,000	127,403	80,000
10-36-3100	Fines and Forfeitures	117,555	73,000	80,774	80,000
10-36-4000	Public Improvement Fee	744,144	710,000	689,039	786,510
10-36-7000	Police Revenue	22,245	35,000	30,620	35,000
10-36-9000	Other Revenue	<u>89,411</u>	<u>-</u>	<u>16,740</u>	<u>12,000</u>
	SUB-TOTAL	1,021,236	826,000	944,576	993,510
	TOTAL REVENUES	<u>3,184,844</u>	<u>3,014,000</u>	<u>3,803,097</u>	<u>3,214,429</u>
TRANSFERS IN:					
10-39-7000	Transfer from Water Fund	175,000	175,000	153,125	200,000
10-39-7003	Transfer from Cap Imp Fund	55,000	55,000	48,125	110,000
10-39-7004	Transfer from Street Cap Fund	<u>50,000</u>	<u>50,000</u>	<u>43,750</u>	<u>100,000</u>
	SUB-TOTAL	280,000	280,000	245,000	410,000
	GRAND TOTALS	<u>3,464,844</u>	<u>3,294,000</u>	<u>4,048,097</u>	<u>3,624,429</u>

**TOWN OF ELIZABETH
GENERAL FUND EXPENDITURES
2024 AMENDED BUDGET**

FUND NO. 10 ACCOUNT NUMBER 41

DEPARTMENT: TOWN CLERK

ACCOUNT NUMBER	SOURCE	2022 ACTUAL	2023 APPROVED	2023 ESTIMATED	2024 AMENDED
10-41-1100	Salaries & Wages	170,936	189,000	192,252	314,940
10-41-1150	Town Clerk Salary	91,162	96,800	90,769	-
10-41-1300	Overtime	564	-	230	465
10-41-1400	Workers' Compensation	292	372	340	410
10-41-1500	Health Insurance	58,456	58,000	71,423	75,332
10-41-1550	Retirement	8,450	8,000	13,593	15,770
10-41-1600	FICA	7,757	21,864	40,040	24,128
10-41-1700	Colo Unemployment	518	857	566	946
10-41-1800	Tuition Reimbursement	2,880	10,000	8,404	10,000
10-41-1825	Memberships - Employee	1,377	1,500	1,367	1,600
10-41-1850	Training, Travel and Lodging	7,541	13,000	5,788	9,000
10-41-1900	Allowances	2,019	-	-	-
10-41-2500	Audit	26,307	28,000	26,000	29,000
10-41-3000	Community Engagement	2,129	3,400	2,453	-
10-41-3010	Community & Public Relations	-	-	-	8,750
10-41-3020	Mayor's Tree Lighting	-	-	-	15,000
10-41-3030	Birthday Bash	-	-	-	5,000
10-41-3200	Contracted Services	1,618	5,000	300	1,500
10-41-3320	Contributions and Sponsorships	3,000	3,000	2,025	3,000
10-41-3350	County Treasurer & Other Fees	14,125	18,000	23,283	19,000
10-41-3400	Legal Publications	5,825	11,000	3,104	5,500
10-41-3450	Elections	75	25,000	24,117	25,000
10-41-4000	Bldg Maint and Repairs	24,653	12,000	2,215	5,000
10-41-4400	Equipment and Maint	10,655	12,000	13,608	11,000
10-41-4500	Furniture	4,222	3,500	1,154	500
10-41-4600	Office Supplies	12,806	11,000	10,315	11,000
10-41-4700	Postage	7,920	15,500	6,516	8,500
10-41-4800	Telephone and Internet	12,693	15,500	14,970	16,000
10-41-4900	Utilities	7,925	8,000	7,049	8,500
10-41-5100	Human Resources - Contracted	-	5,000	-	-
10-41-5250	IT - Contracted	25,839	33,000	26,888	10,000
10-41-5300	IT - Hardware	11,268	20,000	285	5,000
10-41-5325	IT - Software Purchases	876	2,000	-	2,000
10-41-5350	IT - Software Contracts	36,392	45,000	45,124	52,000
10-41-5400	Insurance	84,573	116,000	121,242	30,000
10-41-5500	Legal - Contracted	46,085	60,000	36,958	50,000
10-41-5600	Memberships - Town	10,359	13,000	11,560	14,000
10-41-5700	Public Relations	2,470	5,000	4,726	-
10-41-5800	Town Hall Events	5,720	8,500	-	8,500
10-41-5850	Employee Recognition	-	-	-	3,500
10-41-9000	Other	11,563	7,500	6,180	2,000
SUB-TOTAL		721,050	885,293	814,844	801,841

**TOWN OF ELIZABETH
GENERAL FUND EXPENDITURES
2024 AMENDED BUDGET**

FUND NO. 10 ACCOUNT NUMBER 42

DEPARTMENT: JUDICIAL

ACCOUNT NUMBER	SOURCE	2022 ACTUAL	2023 APPROVED	2023 ESTIMATED	2024 AMENDED
10-42-1200	Salaries & Wages- Muni Judge	13,666	15,000	11,868	14,345
10-42-1300	Salaries & Wages- Asst Judge	-	4,000	3,237	4,316
10-42-1400	State Comp	267	500	421	547
10-42-1600	FICA	1,045	1,500	1,155	1,428
10-42-1700	Colo Unemployment	27	60	30	56
10-42-1825	Memberships - Employee	-	-	75	-
10-42-1850	Training, Travel and Lodging	2,289	2,600	1,776	3,000
10-42-3200	Court Prosecutor - Contracted	27,611	12,000	11,471	15,000
10-42-9000	Other	2,453	1,000	576	250
	SUB-TOTAL	47,358	36,660	30,610	38,941

FUND NO. 10 ACCOUNT NUMBER 43

DEPARTMENT: LEGISLATURE

ACCOUNT NUMBER	SOURCE	2022 ACTUAL	2023 APPROVED	2023 ESTIMATED	2024 AMENDED
10-43-1100	BOT - Salaries & Wages	13,650	14,400	14,925	14,400
10-43-1200	PC - Compensation	2,250	3,600	2,775	3,000
10-43-1400	BOT - Workers' Compensation	8	9	7	763
10-43-1450	PC - Workers' Compensation	-	2	3	159
10-43-1600	BOT - FICA	1,217	1,102	1,136	1,102
10-43-1650	PC - FICA	-	275	218	230
10-43-1700	BOT - Colo Unemployment	32	43	29	43
10-43-1750	PC - Colo Unemployment	-	11	7	9
10-43-1850	BOT - Train, Trvl, Lodg	5,088	8,000	210	3,500
10-43-3700	PC - Train, Trvl, Lodg	191	4,000	1,678	2,000
10-43-4400	BOT - Equipment	890	2,500	-	2,500
10-43-4450	PC - Equipment	-	3,000	4,818	750
10-43-5000	BOT - Meals	1,511	2,000	600	1,000
10-43-6000	PC - Meals	56	250	37	100
10-43-5250	IT - Contracted	-	-	-	20,000
10-43-5300	IT - Hardware	-	-	-	2,500
10-43-5325	IT - Software Purchases	-	-	-	1,000
10-43-5350	IT - Software Contracts	-	-	-	500
10-43-5800	BOT - Awards/Recognition	-	-	-	1,000
10-43-5900	PC - Awards/Recognition	-	-	-	500
10-43-9000	BOT- Other	74	700	392	500
	SUB-TOTAL	24,967	39,892	26,835	55,556

**TOWN OF ELIZABETH
GENERAL FUND EXPENDITURES
2024 AMENDED BUDGET**

FUND NO. 10 ACCOUNT NUMBER 46

DEPARTMENT: POLICE

ACCOUNT NUMBER	SOURCE	2022 ACTUAL	2023 APPROVED	2023 ESTIMATED	2024 AMENDED
10-46-1100	Salaries & Wages	723,658	850,000	795,650	967,543
10-46-1110	Salary & Benefits - Interim	-	-	84,737	-
10-46-1240	Contracted Overtime	3,300	8,000	4,050	6,900
10-46-1300	Overtime	11,918	15,000	23,425	40,000
10-46-1400	Workers' Compensation	18,935	24,324	21,273	27,064
10-46-1500	Health Insurance	167,741	195,000	176,940	235,716
10-46-1550	Retirement	8,643	10,000	10,928	13,449
10-46-1600	FICA	15,745	18,583	19,100	21,432
10-46-1605	FPPA	73,162	80,750	88,515	116,193
10-46-1700	Colo Unemployment	1,301	2,619	1,519	2,979
10-46-1800	Tuition Reimb	681	-	-	-
10-46-1825	Memberships - Employee	1,137	1,500	461	1,500
10-46-1850	Training, Travel and Lodging	9,160	15,000	12,324	10,000
10-46-1900	Allowances	6,630	-	-	-
10-46-3000	Community Outreach	935	3,500	880	3,500
10-46-3005	Student Academy	-	-	-	8,000
10-46-3200	Contracted Services	90,741	75,000	98,324	20,000
10-46-3205	Victims Advocate	-	-	-	15,000
10-46-3210	ECCA Maintenance	-	-	-	13,000
10-46-3500	Investigative Services	-	-	-	3,500
10-46-3505	Investigative & Property Equipment	-	-	-	2,000
10-46-3510	Rocky Mountain RCFL	-	-	-	2,000
10-46-3600	Mobile Data Laptops	4,486	5,000	3,083	5,000
10-46-3625	Weapons - Lethal	-	-	170	-
10-46-3650	Weapons - Less Lethal	1,419	6,000	8,400	6,000
10-46-3655	Body Cams Contract	-	-	-	28,000
10-46-3660	Tasers Contract	-	-	-	9,620
10-46-3665	Flock Cameras	-	-	-	7,500
10-46-3675	Other Equipment	-	-	642	-
10-46-4000	Bldg Maint & Repairs	8,563	21,000	2,268	3,500
10-46-4300	Drug, Screen, Psy & Poly Test	1,186	4,000	174	2,500
10-46-4305	SANE Exams	-	-	-	3,000
10-46-4400	Equipment and Maintenance	13,650	12,000	8,587	7,500
10-46-4500	Furniture	3,488	5,000	3,554	2,500
10-46-4650	Office Supplies	10,835	14,000	5,717	7,500
10-46-4700	Postage	399	1,000	412	500
10-46-4800	Telephone & Internet	12,938	17,800	18,524	21,000
10-46-4900	Utilities	5,471	7,000	5,668	7,000
10-46-5250	IT - Contracted	-	-	-	35,000
10-46-5305	IT - Hardware	-	-	-	5,000
10-46-5325	IT - Software Purchases	-	-	-	5,000
10-46-5350	IT - Software Contracts	-	-	-	2,000
10-46-5400	Insurance	-	-	-	110,000
10-46-6400	Training and Ammunition	2,244	3,000	195	6,000
10-46-6600	Uniforms	13,721	23,000	5,726	8,000
10-46-8000	Vehicles and Leases	115,442	-	-	-
10-46-8050	Vehicle Maint & Repairs	10,325	27,500	16,980	15,000
10-46-8075	Fuel	22,103	20,000	24,349	22,000
10-46-9000	Other	12,283	6,000	814	1,500
10-46-9050	Vehicle Depreciation	-	14,640	14,640	18,100
SUB-TOTAL		1,372,240	1,486,216	1,458,029	1,848,496

**TOWN OF ELIZABETH
GENERAL FUND EXPENDITURES
2024 AMENDED BUDGET**

FUND NO. 10 ACCOUNT NUMBER 49

DEPARTMENT: PARKS

ACCOUNT NUMBER	SOURCE	2022 ACTUAL	2023 APPROVED	2023 ESTIMATED	2024 AMENDED
10-49-1100	Salaries & Wages	42,245	54,856	50,404	163,461
10-49-1300	Overtime	2,237	4,200	2,245	2,685
10-49-1400	Workers' Compensation	2,033	2,300	1,729	4,675
10-49-1500	Health Insurance	11,515	11,000	12,056	35,587
10-49-1550	Retirement	963	2,000	1,441	5,060
10-49-1600	FICA	3,346	4,518	3,922	12,710
10-49-1700	Colo Unemployment	86	177	106	498
10-49-1850	Training, Travel and Lodging	-	150	-	300
10-49-1900	Allowances	601	-	-	-
10-49-4000	Bldg Maint & Repairs	3,071	20,000	7,614	5,000
10-49-4100	Equipment Maint & Repairs	-	-	-	5,000
10-49-4800	Telephone and Cellphones	2,959	4,800	3,584	4,200
10-49-4900	Utilities	7,435	8,000	7,865	8,000
10-49-5250	IT - Contracted	-	-	-	5,000
10-49-5300	IT - Hardware	-	-	-	-
10-49-5325	IT - Software Purchases	-	-	-	-
10-49-5350	IT - Software Contracts	-	-	-	-
10-49-5400	Insurance	-	-	-	5,000
10-49-6100	Parks Maintenance	42,407	35,000	16,779	20,000
10-49-6300	Parts and Repairs	110	8,000	1,035	3,500
10-49-6500	Tree City USA	-	2,500	-	2,500
10-49-6600	Uniforms	-	840	272	2,000
10-49-8050	Vehicle Maint & Repairs	-	3,000	861	3,500
10-49-8075	Fuel	-	3,000	2,037	3,000
10-49-8080	Diesel	-	1,200	664	2,000
10-49-9000	Other	987	2,500	207	500
10-49-9050	Vehicle Depreciation	-	2,448	2,448	6,900
SUB-TOTAL		119,994	170,489	115,272	301,077

FUND NO. 10 ACCOUNT NUMBER 52

DEPARTMENT: TWN ADMINSTR

ACCOUNT NUMBER	SOURCE	2022 ACTUAL	2023 APPROVED	2023 ESTIMATED	2024 AMENDED
10-52-1100	Salaries & Wages	152,208	160,500	158,260	173,340
10-52-1400	Workers' Compensation	169	193	190	225
10-52-1500	Health Insurance	-	13,000	3,261	27,301
10-52-1550	Retirement	-	4,500	900	8,667
10-52-1600	FICA	11,358	12,278	12,079	13,261
10-52-1700	Colo Unemployment	281	482	317	520
10-52-1850	Training, Travel and Lodging	1,446	2,500	-	1,500
10-52-1900	Allowances	1,758	3,900	3,900	-
10-52-3900	Cell Phones	-	1,200	825	1,200
10-52-5250	IT - Contracted	-	-	-	1,800
10-52-5300	IT - Hardware	-	-	-	-
10-52-5325	IT - Software Purchases	-	-	-	-
10-52-5350	IT - Software Contracts	-	-	-	-
SUB-TOTAL		167,220	198,553	179,732	227,814

**TOWN OF ELIZABETH
GENERAL FUND EXPENDITURES
2024 AMENDED BUDGET**

FUND NO. 10 ACCOUNT NUMBER 53

DEPARTMENT: COMM DEV

ACCOUNT NUMBER	SOURCE	2022 ACTUAL	2023 APPROVED	2023 ESTIMATED	2024 AMENDED
10-53-1100	Salaries & Wages	180,906	226,000	188,855	241,596
10-53-1300	Overtime Community Development	112	500	155	418
10-53-1400	Workers' Compensation	198	271	227	315
10-53-1500	Health Insurance	33,550	34,000	45,432	55,766
10-53-1550	Retirement	5,119	7,000	6,661	12,101
10-53-1600	FICA	13,696	17,289	14,106	18,514
10-53-1700	Colo Unemployment	350	680	378	726
10-53-1825	Memberships - Employee	608	1,400	1,130	1,400
10-53-1850	Training, Travel and Lodging	3,164	7,000	1,525	8,500
10-53-1900	Allowances	638	-	-	-
10-53-2500	Community Events	41,609	60,000	47,554	5,000
10-53-2505	Friday Night Market	-	-	-	20,000
10-53-3000	Building Permits Pass Through	117,748	115,000	130,699	300,000
10-53-3200	Contracted Services	40,004	30,000	22,717	30,000
10-53-3425	Elizabeth Main Street	5,491	33,000	21,853	15,000
10-53-3430	4th of July	-	-	-	-
10-53-3435	5k Walk/Run	-	-	-	8,000
10-53-3450	Historic Advisory Board	8,749	37,000	13,222	18,000
10-53-3455	Historic Walk & Talk	-	-	-	4,000
10-53-3475	Marketing Materials & Publ	2,720	5,000	5,122	4,000
10-53-3900	Cell Phone	-	1,000	694	1,800
10-53-4000	GIS	700	800	-	1,200
10-53-4400	Equipment and Maintenance	-	1,500	5,928	750
10-53-4500	Furniture	-	750	510	500
10-53-4600	Office Supplies	-	2,000	591	750
10-53-4700	Postage	-	2,500	-	500
10-53-5100	Master Studies - Grant Related	-	-	-	-
10-53-5250	IT - Contracted	-	-	-	6,300
10-53-5300	IT - Hardware	-	-	-	-
10-53-5325	IT - Software Purchases	-	-	-	1,000
10-53-5350	IT - Software Contracts	-	-	-	500
10-53-9000	Other	23	500	1,193	250
SUB-TOTAL		455,384	583,190	508,550	756,885
GRAND TOTALS		2,908,213	3,400,293	3,133,872	4,030,611

TOWN OF ELIZABETH
STREET MAINTENANCE FUND SUMMARY
2024 AMENDED BUDGET

	2022 ACTUAL	2023 APPROVED	2023 ESTIMATED	2024 PROPOSED
REVENUES				
REVENUES	472,241	408,200	414,357	414,440
TRANSFER IN	143,297	-	-	-
SUB-TOTAL	615,538	408,200	414,357	414,440
BEGINNING FUND BALANCE	831,921	955,345	955,345	1,011,820
TOTAL REVENUES	<u>1,447,459</u>	<u>1,363,545</u>	<u>1,369,702</u>	<u>1,426,260</u>
EXPENDITURES				
EXPENDITURES	(492,113)	(598,248)	(385,010)	(474,680)
TOTAL EXPENSES	<u>(492,113)</u>	<u>(598,248)</u>	<u>(385,010)</u>	<u>(474,680)</u>
ENDING FUND BALANCE	955,345	1,011,820	1,011,820	951,580
EMERGENCY RESERVE	(14,763)	(17,947)	(11,550)	(14,240)
YEAR END BALANCE	<u>940,582</u>	<u>993,873</u>	<u>1,000,270</u>	<u>937,340</u>

**TOWN OF ELIZABETH
STREET MAINTENANCE FUND SUMMARY
2024 AMENDED BUDGET**

REVENUES		2022 ACTUAL	2023 APPROVED	2023 ESTIMATED	2024 PROPOSED
21-31	Taxes	180,061	160,000	150,796	158,750
21-33	Intergovernmental	255,527	222,200	205,019	202,200
21-36	Other Sources	36,652	26,000	58,542	53,490
21-39	Transfers In	143,297	-	-	-
TOTAL REVENUE		<u>615,538</u>	<u>408,200</u>	<u>414,357</u>	<u>414,440</u>
EXPENDITURES					
21-49	Streets	492,113	598,248	385,010	474,680
TOTAL EXPENDITURES		<u>492,113</u>	<u>598,248</u>	<u>385,010</u>	<u>474,680</u>

**TOWN OF ELIZABETH
STREET MAINTENANCE FUND REVENUES
2024 AMENDED BUDGET**

ACCOUNT NUMBER	SOURCE	2022 ACTUAL	2023 APPROVED	2023 ESTIMATED	2024 PROPOSED
TAXES:					
21-31-3000	General Sales Tax	157,150	150,000	129,384	146,250
21-31-4000	Use Tax	22,911	10,000	21,412	12,500
	SUB-TOTAL	180,061	160,000	150,796	158,750
INTERGOVERNMENTAL:					
21-33-1000	Highway Users Tax	77,000	60,000	64,977	60,000
21-33-1050	Road & Bridge	166,792	150,000	131,175	130,000
21-33-6100	M.V. Registration (\$1.50)	4,727	5,000	2,740	5,000
21-33-6200	M.V. Registration (\$2.50)	7,008	7,200	6,128	7,200
	SUB-TOTAL	255,527	222,200	205,019	202,200
OTHER:					
21-36-1000	Investment Income	14,428	4,000	37,963	30,000
21-36-4000	Public Improvement Fee	22,225	22,000	20,579	23,490
21-36-9000	Other Revenue	-	-	-	-
	SUB-TOTAL	36,652	26,000	58,542	53,490
	TOTAL REVENUES	472,241	408,200	414,357	414,440
TRANSFERS IN:					
21-39-7000	Transfer from General Fund	143,297	-	-	-
	SUB-TOTAL	143,297	-	-	-
	GRAND TOTALS	615,538	408,200	414,357	414,440

**TOWN OF ELIZABETH
STREET MAINTENANCE FUND EXPENDITURES
2024 AMENDED BUDGET**

FUND NO. 21 ACCOUNT NUMBER 49

DEPARTMENT: STREETS

ACCOUNT NUMBER	SOURCE	2022 ACTUAL	2023 APPROVED	2023 ESTIMATED	2024 PROPOSED
21-49-1100	Salaries & Wages- Pub Works	126,736	164,567	151,212	203,810
21-49-1300	Overtime	6,186	13,000	6,736	4,307
21-49-1400	Workers' Compensation	4,216	6,900	5,188	3,879
21-49-1500	Health Insurance	34,543	38,000	36,167	42,179
21-49-1550	Retirement	2,883	5,000	4,324	7,159
21-49-1600	FICA	10,003	13,584	11,817	15,921
21-49-1700	Colo Unemployment	256	533	317	624
21-49-1900	Allowances	1,851	-	-	-
21-49-3200	Contracted Services	69,440	70,000	25,995	20,000
21-49-3500	De-icing Supplies	2,689	7,500	2,582	5,000
21-49-3650	Lights and Signals	17,591	18,000	26,056	20,000
21-49-4000	Maintenance and Repairs	109,740	100,000	51,129	50,000
21-49-4100	Equipment Maint & Repairs	-	-	-	20,000
21-49-4800	Phones	-	2,700	1,721	1,300
21-49-5250	IT - Contracted	-	-	-	5,000
21-49-5300	IT - Hardware	-	-	-	-
21-49-5325	IT - Software Purchases	-	-	-	-
21-49-5350	IT - Software Contracts	-	-	-	-
21-49-5405	Insurance	-	-	-	5,000
21-49-5800	ROW Maintenance	104,007	105,000	49,725	40,000
21-49-6100	Signs	779	21,500	-	12,500
21-49-6600	Uniforms	-	2,520	817	2,000
21-49-8050	Vehicle Maint & Repairs	-	9,000	2,584	3,500
21-49-8075	Fuel	-	9,000	6,116	3,000
21-49-8080	Diesel	-	3,600	2,146	2,000
21-49-9000	Other	1,193	500	377	500
21-49-9050	Vehicle Depreciation	-	7,344	-	7,000
SUB-TOTAL		492,113	598,248	385,010	474,680
GRAND TOTALS		492,113	598,248	385,010	474,680

TOWN OF ELIZABETH
CAPITAL IMPROVEMENT FUND SUMMARY
2024 AMENDED BUDGET

	2022 ACTUAL	2023 APPROVED	2023 ESTIMATED	2024 PROPOSED
REVENUES				
REVENUES	1,989,801	1,715,000	2,023,341	2,152,500
SUB-TOTAL	1,989,801	1,715,000	2,023,341	2,152,500
BEGINNING FUND BALANCE	6,804,269	8,635,236	8,635,236	10,253,003
TOTAL REVENUES	<u>8,794,070</u>	<u>10,350,236</u>	<u>10,658,577</u>	<u>12,405,503</u>
EXPENDITURES				
EXPENDITURES	(103,833)	(1,505,690)	(766,173)	(2,642,000)
TRANSFER OUT	(55,000)	(58,500)	(55,000)	(110,000)
TOTAL EXPENSES	<u>(158,833)</u>	<u>(1,564,190)</u>	<u>(821,173)</u>	<u>(2,752,000)</u>
ENDING FUND BALANCE	8,635,236	10,253,003	10,253,003	9,653,503
EMERGENCY RESERVE	(4,765)	(46,926)	(24,635)	(82,560)
YEAR END BALANCE	<u>8,630,471</u>	<u>10,206,077</u>	<u>10,228,368</u>	<u>9,570,943</u>

**TOWN OF ELIZABETH
CAPITAL IMPROVEMENT FUND SUMMARY
2024 AMENDED BUDGET**

REVENUES		2022 ACTUAL	2023 APPROVED	2023 ESTIMATED	2024 PROPOSED
31-31	Taxes	1,800,613	1,650,000	1,507,961	1,587,500
31-34	Grants	-	-	-	200,000
31-36	Other	189,187	65,000	515,380	365,000
TOTAL REVENUE		<u>1,989,801</u>	<u>1,715,000</u>	<u>2,023,341</u>	<u>2,152,500</u>
EXPENDITURES					
31-80	Capital Improvement	103,833	1,505,690	766,173	2,642,000
31-80	Transfer Out	55,000	58,500	55,000	110,000
TOTAL EXPENDITURES		<u>158,833</u>	<u>1,564,190</u>	<u>821,173</u>	<u>2,752,000</u>

**TOWN OF ELIZABETH
CAPITAL IMPROVEMENT FUND REVENUES
2024 AMENDED BUDGET**

ACCOUNT NUMBER	SOURCE	2022 ACTUAL	2023 APPROVED	2023 ESTIMATED	2024 PROPOSED
	TAXES:				
31-31-3000	Sales Tax	1,571,503	1,500,000	1,293,843	1,462,500
31-31-4000	Use Tax	229,110	150,000	214,118	125,000
	SUB-TOTAL	<u>1,800,613</u>	<u>1,650,000</u>	<u>1,507,961</u>	<u>1,587,500</u>
31-34-1000	GRANTS:	-	-	-	200,000
	OTHER:				
31-36-1000	Investment Income	128,676	15,000	404,475	350,000
31-36-9000	Other Revenue	60,511	50,000	110,905	15,000
	SUB-TOTAL	<u>189,187</u>	<u>65,000</u>	<u>515,380</u>	<u>365,000</u>
	GRAND TOTALS	<u>1,989,801</u>	<u>1,715,000</u>	<u>2,023,341</u>	<u>2,152,500</u>

**TOWN OF ELIZABETH
CAPITAL IMPROVEMENT FUND EXPENDITURES
2024 AMENDED BUDGET**

FUND NO. 31 ACCOUNT NUMBER 80

DEPARTMENT: CAPITAL IMPROVEMENT

ACCOUNT NUMBER	SOURCE	2022 ACTUAL	2023 APPROVED	2023 ESTIMATED	2024 PROPOSED
31-80-0100	Land Purchase	-	250,000	400,000	900,000
31-80-0600	Running Creek Park	-	119,900	30,824	-
31-80-3400	Facilities Master Plan	-	75,000	20,382	-
31-80-3410	Trails & Park Master Plan	-	-	-	50,000
31-80-3425	Community Studies	12,395	-	52,332	-
31-80-3450	Senior Center	-	450,000	-	400,000
31-80-4000	Equipment	1,368	15,000	5,800	-
31-80-4005	Hydro-Vac Trailer	-	22,500	-	-
31-80-4010	Wheeled Tire Loader (Used)	-	37,500	20,000	-
31-80-4015	PW Trucks	-	111,290	113,000	-
31-80-4020	PD Vehicles	-	-	-	200,000
31-80-4025	Storage Trailers	-	-	-	15,000
31-80-4030	Hand Gun & Accessories	-	-	-	17,000
31-80-4035	Long Gun & Accessories	-	-	-	40,000
31-80-5500	Town Hall Bldg Improvements	6,170	100,000	40,000	-
31-80-5505	PD Building Improvements	-	75,000	-	50,000
31-80-5510	Banner & Elm Property	-	150,000	73,836	-
31-80-5515	Community Garden	-	25,000	-	-
31-80-5520	PW Building Improvements	-	-	-	-
31-80-5525	Main Street Monument Sign	-	-	-	-
31-80-6000	Playground Upgrades	-	65,000	-	-
31-80-6500	Trail Systems	4,581	4,500	10,000	35,000
31-80-6505	Fiber Installation	-	-	-	120,000
31-80-6510	444 S. Main/Spruce	-	-	-	770,000
31-80-6515	Banner & Broadway Parking	-	-	-	-
31-80-6520	ADA Technology Upgrade	-	-	-	25,000
31-80-6525	South 40 Improvements	-	-	-	20,000
31-80-9100	Town Hall Landscaping	79,320	5,000	-	-
31-80-9900	Transfer to Water Fund	-	3,500	-	-
31-80-9901	Transfer to General Fund	55,000	55,000	55,000	110,000
SUB-TOTAL		158,833	1,564,190	821,173	2,752,000
GRAND TOTALS		158,833	1,564,190	821,173	2,752,000

TOWN OF ELIZABETH
STREET CAPITAL IMPROVEMENT FUND SUMMARY
2024 AMENDED BUDGET

	2022 ACTUAL	2023 APPROVED	2023 ESTIMATED	2024 PROPOSED
REVENUES				
REVENUES	1,676,169	1,552,000	1,711,205	2,788,750
SUB-TOTAL	1,676,169	1,552,000	1,711,205	2,788,750
BEGINNING FUND BALANCE	<u>3,336,129</u>	<u>3,375,056</u>	<u>3,375,056</u>	<u>4,519,188</u>
TOTAL REVENUES	<u>5,012,298</u>	<u>4,927,056</u>	<u>5,086,261</u>	<u>7,307,938</u>
EXPENDITURES				
EXPENDITURES	(1,099,574)	(2,500,000)	(82,719)	(3,092,500)
TRANSFER OUT	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL EXPENSES	<u>(1,099,574)</u>	<u>(2,500,000)</u>	<u>(82,719)</u>	<u>(3,092,500)</u>
ENDING FUND BALANCE	<u>3,375,056</u>	<u>4,519,188</u>	<u>4,519,188</u>	<u>4,215,438</u>
EMERGENCY RESERVE (TABOR)	(32,987)	(75,000)	(2,482)	(92,775)
2014 NOTE DEBT SERVICE RESERVE	(249,000)	-	-	-
2015 NOTE DEBT SERVICE RESERVE	<u>(24,500)</u>	<u>(24,500)</u>	<u>(232,500)</u>	<u>(188,500)</u>
YEAR END BALANCE	<u>3,317,569</u>	<u>4,419,688</u>	<u>4,284,206</u>	<u>3,934,163</u>

**TOWN OF ELIZABETH
STREET CAPITAL IMPROVEMENT FUND SUMMARY
2024 AMENDED BUDGET**

REVENUES		2022 ACTUAL	2023 APPROVED	2023 ESTIMATED	2024 PROPOSED
32-31	Taxes	1,620,552	1,542,000	1,567,515	1,428,750
32-34	Grants	-	-	-	1,250,000
32-39	Miscellaneous	55,617	10,000	143,691	110,000
TOTAL REVENUE		<u>1,676,169</u>	<u>1,552,000</u>	<u>1,711,205</u>	<u>2,788,750</u>
EXPENDITURES					
32-49	Street Capital	1,099,574	2,500,000	82,719	3,092,500
32-59	Debt Service	487,666	506,863	506,863	504,323
TOTAL EXPENDITURES		<u>1,587,239</u>	<u>3,006,863</u>	<u>589,582</u>	<u>3,596,823</u>

**TOWN OF ELIZABETH
STREET CAPITAL IMPROVEMENT FUND REVENUES
2024 AMENDED BUDGET**

ACCOUNT NUMBER	SOURCE	2022 ACTUAL	2023 APPROVED	2023 ESTIMATED	2024 PROPOSED
TAXES:					
32-31-3000	General Sales Tax	1,414,353	1,350,000	1,164,459	1,316,250
32-31-4000	Use Tax	206,199	192,000	403,056	112,500
	SUB-TOTAL	<u>1,620,552</u>	<u>1,542,000</u>	<u>1,567,515</u>	<u>1,428,750</u>
32-34-1000	GRANTS:	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,250,000</u>
OTHER:					
32-36-1000	Investment Income	55,617	10,000	143,691	110,000
32-36-3000	Misc Revenue	-	-	-	-
32-36-9000	Other Revenue	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	SUB-TOTAL	<u>55,617</u>	<u>10,000</u>	<u>143,691</u>	<u>110,000</u>
	GRAND TOTALS	<u><u>1,676,169</u></u>	<u><u>1,552,000</u></u>	<u><u>1,711,205</u></u>	<u><u>1,538,750</u></u>

**TOWN OF ELIZABETH
STREET CAPITAL IMPROVEMENT FUND EXPENDITURES
2024 AMENDED BUDGET**

FUND NO. 32 ACCOUNT NUMBER 49

DEPARTMENT: STREET CAPITAL

ACCOUNT NUMBER	SOURCE	2022 ACTUAL	2023 APPROVED	2023 ESTIMATED	2024 PROPOSED
32-49-1000	Drainage Improvements	-	-	-	50,000
32-49-3000	Paving Projects - CR13 South	745,738	-	-	-
32-49-4000	Road Base	634	-	-	-
32-49-6600	Right of Way Easements	32,588	35,000	-	35,000
32-49-8000	Street Paving	23,352	160,000	-	160,000
32-49-9000	Concrete Street Repairs	42,650	310,000	-	310,000
32-49-9100	Equipment	109,092	300,000	-	300,000
32-49-9101	Rotomill	-	1,400,000	-	-
32-49-9105	Hydro-Vac Trailer	-	22,500	-	22,500
32-49-9110	Wheeled Tire Loaders (Used)	-	37,500	30,000	-
32-49-9115	444 S. Main/Spruce	-	-	-	330,000
32-49-9120	Main Street Streetscape	-	-	-	1,525,000
32-49-9200	New Curb & Gutter Work	-	20,000	-	20,000
32-49-9300	New Sidewalk Construction	12,585	40,000	37,500	40,000
32-49-9305	Main St Streetscape Design	132,935	175,000	15,219	200,000
32-49-9310	Transfer to General Fund	50,000	50,000	50,000	100,000
SUB-TOTAL		1,099,574	2,500,000	82,719	3,092,500

FUND NO. 32 ACCOUNT NUMBER 59

DEPARTMENT: DEBT SERVICE

ACCOUNT NUMBER	SOURCE	2,022 ACTUAL	2,023 APPROVED	2,023 ESTIMATED	2,024 PROPOSED
32-59-4000	Paying Agency Fees	600	600	600	600
2014 Refunding Bond					
32-59-9700	Principal	245,000	-	-	-
32-59-9750	Interest	6,101	-	-	-
2015 Refunding Bond					
32-59-9800	Principal	165,000	440,000	440,000	450,000
32-59-9850	Interest	70,965	66,263	66,263	53,723
SUB-TOTAL		487,666	506,863	506,863	504,323
GRAND TOTALS		1,587,239	3,006,863	589,582	3,596,823

TOWN OF ELIZABETH
WATER SEWER FUND SUMMARY
2024 AMENDED BUDGET

	2022 ACTUAL	2023 APPROVED	2023 ESTIMATED	2024 PROPOSED
REVENUES				
REVENUES	2,893,159	2,210,000	3,769,020	4,121,000
SUB-TOTAL	2,893,159	2,210,000	3,769,020	4,121,000
BEGINNING FUND BALANCE	4,629,583	4,417,527	4,417,527	6,437,855
TOTAL REVENUES	<u>7,522,742</u>	<u>6,627,527</u>	<u>8,186,547</u>	<u>10,558,855</u>
EXPENDITURES				
EXPENDITURES	(1,016,453)	(3,829,783)	(2,314,456)	(2,139,186)
DEBT SERVICE	(13,940)	(74,498)	(74,436)	(74,436)
TRANSFER OUT	(175,000)	(175,000)	(175,000)	(200,000)
TOTAL EXPENSES	<u>(1,205,393)</u>	<u>(4,079,281)</u>	<u>(2,563,892)</u>	<u>(2,413,622)</u>
ENDING FUND BALANCE	4,417,527	6,437,855	6,437,855	8,145,233
EMERGENCY RESERVE (TABOR)	(36,162)	(122,378)	(76,917)	(72,409)
DEBT SERVICE RESERVE	(74,436)	(74,498)	(74,436)	(74,436)
YEAR END BALANCE	<u>4,306,929</u>	<u>6,240,979</u>	<u>6,286,502</u>	<u>7,998,388</u>

**TOWN OF ELIZABETH
WATER SEWER FUND SUMMARY
2024 AMENDED BUDGET**

REVENUES		2022 ACTUAL	2023 APPROVED	2023 ESTIMATED	2024 PROPOSED
52-34	Charges for Services	1,541,954	1,430,000	1,539,146	1,540,000
52-34	Tap Fees	1,164,247	700,000	1,986,004	2,400,000
52-36	Miscellaneous	186,958	80,000	243,870	181,000
TOTAL REVENUE		<u>2,893,159</u>	<u>2,210,000</u>	<u>3,769,020</u>	<u>4,121,000</u>
EXPENDITURES					
52-57	Water Operations	508,745	893,430	512,676	671,865
52-57	Capital Outlay	-	1,385,000	849,511	415,000
52-58	Sewer Operations	507,708	601,353	496,009	552,321
52-58	Capital Outlay	-	950,000	456,260	500,000
52-63	Debt Service	13,940	74,498	74,436	74,436
52-58	Transfer Out	175,000	175,000	175,000	200,000
TOTAL EXPENDITURES		<u>1,205,393</u>	<u>4,079,281</u>	<u>2,563,892</u>	<u>2,413,622</u>

**TOWN OF ELIZABETH
WATER SEWER FUND REVENUES
2024 AMENDED BUDGET**

ACCOUNT NUMBER	SOURCE	2022 ACTUAL	2023 APPROVED	2023 ESTIMATED	2024 PROPOSED
CHARGES FOR SERVICES:					
52-34-4100	Water Sales	791,691	750,000	742,897	760,000
52-34-4200	Sewer Sales	<u>750,263</u>	<u>680,000</u>	<u>796,249</u>	<u>780,000</u>
	SUB-TOTAL	<u>1,541,954</u>	<u>1,430,000</u>	<u>1,539,146</u>	<u>1,540,000</u>
TAP FEES:					
52-34-8100	Water Tap Fees	479,075	250,000	945,130	900,000
52-34-8120	Renewable Water Fee	-	-	95,744	500,000
52-34-8200	Sewer Tap Fees	<u>685,172</u>	<u>450,000</u>	<u>945,130</u>	<u>1,000,000</u>
	SUB-TOTAL	<u>1,164,247</u>	<u>700,000</u>	<u>1,986,004</u>	<u>2,400,000</u>
MISCELLANEOUS:					
52-36-1000	Investment Income	73,229	10,000	177,788	140,000
52-36-9000	Other Revenue	<u>113,729</u>	<u>70,000</u>	<u>66,082</u>	<u>41,000</u>
	SUB-TOTAL	<u>186,958</u>	<u>80,000</u>	<u>243,870</u>	<u>181,000</u>
	GRAND TOTALS	<u><u>2,893,159</u></u>	<u><u>2,210,000</u></u>	<u><u>3,769,020</u></u>	<u><u>4,121,000</u></u>

**TOWN OF ELIZABETH
WATER SEWER FUND EXPENDITURES
2024 AMENDED BUDGET**

FUND NO. 52 ACCOUNT NUMBER 57

DEPARTMENT: WATER

ACCOUNT NUMBER	SOURCE	2022 ACTUAL	2023 APPROVED	2023 ESTIMATED	2024 PROPOSED
52-57-1100	Salaries & Wages - Water	127,179	164,567	151,212	153,545
52-57-1300	Overtime	6,186	13,000	6,736	3,818
52-57-1400	Workers' Compensation	3,950	6,900	5,188	4,907
52-57-1500	Health Insurance	34,543	38,000	36,168	38,156
52-57-1550	Retirement	2,883	5,000	4,324	3,278
52-57-1600	FICA	10,004	165,561	11,817	12,038
52-57-1700	Colo Unemployment	256	533	317	472
52-57-1825	Memberships - Employee	760	900	450	1,200
52-57-1850	Training, Travel and Lodging	-	1,325	-	750
52-57-1900	Allowances	1,858	-	-	-
52-57-3200	Contracted Services	90,555	160,000	46,382	100,000
52-57-4800	Telephone and Cellphones	-	2,700	1,721	3,500
52-57-4900	Utilities	93,455	100,000	102,345	120,000
52-57-5250	IT - Contracted	-	-	-	5,000
52-57-5300	IT - Hardware	-	-	-	1,000
52-57-5325	IT - Software Purchases	-	-	-	1,000
52-57-5350	IT - Software Contracts	-	-	-	500
52-57-5400	Insurance	12,273	11,000	8,427	25,000
52-57-5500	Legal - Contracted	-	7,500	120	2,500
52-57-6000	Maintenance and Repairs	103,820	150,000	86,411	110,000
52-57-6100	Equipment Maint & Repairs	-	-	-	20,000
52-57-6600	Uniforms	-	2,500	817	2,500
52-57-7500	Chemical Supplies	5,011	18,000	26,673	22,000
52-57-7550	Water Supplies	13,711	15,000	12,191	12,000
52-57-8050	Vehicle Maint & Repairs	-	9,000	2,787	12,500
52-57-8075	Fuel	-	9,000	6,196	10,500
52-57-8080	Diesel	-	3,600	2,018	5,200
52-57-9000	Other	2,300	2,000	377	500
52-57-9050	Vehicle Depreciation	-	7,344	-	-
SUB-TOTAL		508,745	893,430	512,676	671,865

FUND NO. 52 ACCOUNT NUMBER 57

DEPARTMENT: CAPITAL OUTLAY

ACCOUNT NUMBER	SOURCE	2,022 ACTUAL	2,023 APPROVED	2,023 ESTIMATED	2,024 PROPOSED
52-57-9100	Ritiro Wells	-	1,300,000	849,511	-
52-57-9700	Water Tank Improvements	-	-	-	315,000
52-57-9900	Water Line Upgrade	-	85,000	-	100,000
SUB-TOTAL		-	1,385,000	849,511	415,000

**TOWN OF ELIZABETH
WATER SEWER FUND EXPENDITURES
2024 AMENDED BUDGET**

FUND NO. 52 ACCOUNT NUMBER 58

DEPARTMENT: SEWER

ACCOUNT NUMBER	SOURCE	2022 ACTUAL	2023 APPROVED	2023 ESTIMATED	2024 PROPOSED
52-58-1100	Salaries & Wages - Sewer	127,178	164,567	151,211	153,545
52-58-1300	Overtime	6,186	13,000	6,736	3,818
52-58-1400	Workers' Compensation	3,950	6,900	5,188	2,974
52-58-1500	Health Insurance	34,544	38,000	36,167	38,156
52-58-1550	Retirement	2,884	5,000	4,325	7,868
52-58-1600	FICA	10,004	13,584	11,817	12,038
52-58-1700	Colo Unemployment	363	533	440	472
52-58-1825	Memberships - Employee	-	900	-	500
52-58-1850	Training, Travel and Lodging	9	1,325	-	750
52-58-1900	Allowances	1,858	-	-	-
52-58-3200	Contracted Services	103,071	90,000	104,864	100,000
52-58-4800	Telephone and Cellphones	6,857	10,700	9,231	3,500
52-58-4900	Utilities	63,028	70,000	57,642	70,000
52-58-5250	IT - Contracted	-	-	-	5,000
52-58-5300	IT - Hardware	-	-	-	1,000
52-58-5325	IT - Software Purchases	-	-	-	1,000
52-58-5350	IT - Software Contracts	-	-	-	500
52-58-5400	Insurance	13,562	15,400	9,301	25,000
52-58-6000	Maintenance and Repairs	133,794	130,000	83,039	70,000
52-58-6100	Equipment Maint & Repairs	-	-	-	20,000
52-58-6600	Uniforms	-	2,500	817	2,500
52-58-7500	Sewer Supplies	172	5,000	4,312	5,000
52-58-8050	Vehicle Maint & Repairs	-	9,000	2,380	12,500
52-58-8075	Fuel	-	9,000	6,196	10,500
52-58-8080	Diesel	-	3,600	1,966	5,200
52-58-9000	Other	249	5,000	377	500
52-58-9050	Vehicle Depreciation	-	7,344	-	-
SUB-TOTAL		507,708	601,353	496,009	552,321

FUND NO. 52 ACCOUNT NUMBER 58

DEPARTMENT: CAPITAL OUTLAY

ACCOUNT NUMBER	SOURCE	2022 ACTUAL	2023 APPROVED	2023 ESTIMATED	2024 PROPOSED
52-58-9400	WTP Upgrades	-	950,000	456,260	500,000
SUB-TOTAL		-	950,000	456,260	500,000

**TOWN OF ELIZABETH
WATER SEWER FUND EXPENDITURES
2024 AMENDED BUDGET**

FUND NO. 52 ACCOUNT NUMBER 63

DEPARTMENT: DEBT SERVICE

ACCOUNT NUMBER	SOURCE	2022 ACTUAL	2023 APPROVED	2023 ESTIMATED	2024 PROPOSED
52-63-6300	2007 CWRPDA Pymt- Principal	-	62,398	61,817	64,758
52-63-6400	2007 CWRPDA- Interest	13,940	12,100	12,619	9,678
SUB-TOTAL		13,940	74,498	74,436	74,436

FUND NO. 52 ACCOUNT NUMBER 65

DEPARTMENT: CAPITAL OUTLAY

ACCOUNT NUMBER	SOURCE	2022 ACTUAL	2023 APPROVED	2023 ESTIMATED	2024 PROPOSED
52-65-9900	Transfer to General Fund	175,000	175,000	175,000	200,000
SUB-TOTAL		175,000	175,000	175,000	200,000
GRAND TOTALS		<u>1,205,393</u>	<u>4,079,281</u>	<u>2,563,892</u>	<u>2,413,622</u>



TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor, Mayor Pro Tem, and Members of the Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: September 24, 2024
SUBJECT: Response to Citizen Concerns – General Questions

In working with the Public, Town Staff receive dozens of questions and comments per week which are not only of interest to the citizen but might also be useful for the community as a whole. Consequently, in early July 2024, Mayor Payne asked that answers to broader questions not only be addressed directly to the resident, but also incorporated into semi-regular responses for the public. Below are the most recent questions/concerns and the Staff's responses.

RESPONSE TO CITIZEN CONCERNS

CONSTITUTION WEEK. Constitution Week is done to commemorate the history and importance of the US Constitution. The tradition began in 1956 and has continued thereafter. For 2024, Constitution Week is September 17th through September 23rd. In keeping with this, there has been several comments over the past few weeks – both in public meetings and on social media – involving the US Constitution.

Eminent Domain.

The first addresses the concerns about the role of Eminent Domain which is a power that may be undertaken by the government to acquire private property for public use. Specifically, the 5th Amendment to the US Constitution provides “nor shall private property be taken for public use, without just compensation”. State and Federal law, combined with court decisions, clearly provide for the ability for government to acquire property through Eminent Domain, subject to due process proceedings and just compensation.

Arrest Warrant.

The second issue arises from the issuance of a warrant regarding numerous Town ordinance violations. Since May 2024, the EPD had worked to secure compliance with the Town Code. This included attempted phone calls, letters, and other attempts at interaction. No corrective action was taken, nor were appropriate responses received from the resident. As a result, the Municipal Court issued a warrant for the resident.

The 4th Amendment to the US Constitution authorizes the use of warrants for the arrest of individuals for certain misdemeanors. In many jurisdictions, warrants are required for misdemeanors which occur outside of the view of a law enforcement officer. In order to secure a warrant, the following must exist: (1) a showing of probable cause that a person is committing or has committed a crime; (2) the matter is presented to a neutral judge and probable cause is supported before that judge; (3) the Court provides specific information as to the person to be seized [or the location and things to be searched and or seized]. In this instance, the Municipal Court made an independent review of the matters and issued a warrant accordingly.



TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

EXECUTIVE SESSIONS. The Colorado Revised Statutes allows governmental entities to discuss certain topics in a closed executive session. [See, C.R.S. §24-6-402.] Additionally, while executive sessions allow for discussions in private, the action of the Board of Trustees must be in an open meeting. For example, the discussions of the purchase and sale of land may be had in an executive session, the final decision and the approval of a contract must be done in an open meeting of the Board.

- A. “To hold a conference with the Town’s attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402 (4)(b).”
- B. “To consider personnel matters, pursuant to C.R.S. § 24-6-402 (4) (f).”
- C. “To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402 (4)(e).”
- D. “To consider documents protected from disclosure by the Colorado Open Records Act, pursuant to C.R.S. § 24-6-402(g).”
- E. “To consider the purchase, acquisition, lease, transfer or sale of real, personal or other property, pursuant to C.R.S. § 24-6-402 (4)(a).”
- F. “To consider matters required to be kept confidential by federal or state law or rules and regulations, pursuant to C.R.S. § 24-6-402 (c), with the applicable law/rule/regulations being _____.”
- G. “To discuss specialized details of security arrangements or investigations, pursuant to C.R.S. 24-6-402(d).”

For purposes of this memorandum, it should be noted that the topic of discussion for the executive session are stated specifically within the agenda, providing as much information as can reasonably be stated. A Board member then moves to go into executive session, with a second from another Board member. A majority must vote in order to go into such a session. No decision may be made in the executive session, or issue resolved within the confidential setting.



TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor, Mayor Pro Tem, and Members of the Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: September 13, 2024
SUBJECT: Land Acquisition 601 S. Pine Ridge Road, Elizabeth

In working with the Public, Town Staff receive dozens of questions and comments per week which are not only of interest to the citizen but might also be useful for the community as a whole. Below are the most recent questions/concerns and the Staff's responses.

RESPONSE TO CITIZEN CONCERNS

PURCHASE OF PROPERTY LOCATED AT 601 SOUTH PINE RIDGE STREET.

The Town of Elizabeth has previously sought a more central location in which to establish a Town Hall facility which would also include sufficient space for the Elizabeth Police Department. The Town had previously sought to collaborate with the owners of the Elizabeth 44 property to create such a centralized location. The attempts proved unsuccessful.

After lengthy discussions with the Board on several occasions, a general consensus was reached by the Board that certain conditions should exist for the establishment of a new Town Hall and a Community and Senior Center. The following considerations were deemed important if not required for future sites. These included: (1) general location within the geographic center of the Town; (2) access to Elizabeth Street for access to CR136, CR13, and HWY 86; (3) economical access to the Town's water and wastewater systems; (4) elevation for telecommunications, emergency services access; and (5) ease of access with possible controlled intersections. In addition, the minimum lot size was to be at least five (5) acres in size.

Very few tracts of land within the overall boundaries of the Town of Elizabeth meet these criteria. The property located at 601 South Pine Ridge is actually a total of four (4) smaller lots, two located within the County, and two located within the Town. Combined, they meet the conditions deemed important by the Board of Trustees.

With the recent disconnection of Elizabeth West, the prices for both developed and undeveloped land have increased. The basic driving factor in these price changes are due to the scarcity of land arising from voter initiative. In making a price determination, the Town consulted outside real estate experts, as well as the Town's own data in determining the valuation of the property.

These are the general findings:

- The Elizabeth 44/Abraham Lots are estimated to sell in the range of \$250,000/acre. At that rate, the purchase price would be \$1,250,000.



TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

- The property located at 889 South Elizabeth Street had a purchase price of \$500,000/acre based on a 6/1/2023 *Special Warranty Deed*. In this instance, the total purchase price of five (5) acres would be \$2,500,000.¹
- The general price for property located in Crossroads is approximately \$325,000/acre. At that price per acre, the total for five acres would be \$1,625,000.
- The property located on Garland Street, in the flood zone located next to Running Creek, is currently listed at \$193,000/acre. Assuming the lot was large enough for the Town's needs, the anticipated purchase price would be \$965,000.
- The lots at Wild Pointe Marketplace (immediately outside the Town of Elizabeth) are averaging \$679,504/acre, for a theoretical purchase price of \$3,397,523 for five acres.

Averaging the per acre prices established above, ***the average cost per acre is \$389,500 per acre.*** The Town has acquired the property located at 601 South Pine Ridge Street at the price of ***\$163,291 per acre***, for a final purchase price of \$895,000.

Until future plans are finalized, the property will remain as a single-family residence from which the Town will receive monthly rental payments. Additionally, the existing shop and garage spaces will provide immediate relief for storage concerns existing at current Town facilities. Contrary to the comments made on social media, the Town is not responsible for any property taxes on these tracts, and until annexation of the County tracts, is not subject to the requirement of installation of Town water and wastewater services. Those services will be implemented upon full annexation and construction of future facilities. Additionally, to the extent adjudicated, the Town receives the water rights in the transaction to add to its holdings.

Finally, as is the case in real estate transactions, the Buyer's commission (the payment to the Town's representative/realtor) comes from the proceeds from the sale of the property and is not paid by the Town. Any inference that the Town directly paid the realtor for this transaction is incorrect.

¹ The close proximity of this property to the property located at 601 South Pine Ridge Street (with access off Elizabeth Street) is noteworthy to the analysis.



TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor, Mayor Pro Tem, and Members of the Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: September 24, 2024
SUBJECT: State/Federal Grants, Processes, Applications for the Town of Elizabeth

BACKGROUND

Considerable discussion has occurred on social media regarding the Town’s receipts of grants during the 2023 and 2024 fiscal years. The Town has successfully been awarded \$2M in grants over this timeframe, which has allowed projects to proceed while also cutting the overall expenditures from the Town’s General Fund and Capital Funds. Because both substantial and material misstatements have been made with regard to grant and grant funding, this memo is generated to assist in clarifying some of the points of confusion.

ANALYSIS

GENERAL INFORMATION ON GRANTS. Grant funding is a means by which federal, state and local governments distribute funds for projects. Nearly all forms of grant funding are competitive, meaning that applicants must demonstrate a need for specific funding, the goals to be accomplished through the funding, and who may benefit from such funding. The second reason these are considered “competitive” is that there are more requests for funding than available funds, and consequently, those projects meeting the funding objectives receive the grant funds.

An example of a competitive grant for the Town of Elizabeth is the grant for the Main Street Streetscape Project. In this instance, the Federal Government in conjunction with the State of Colorado, made funds available for street improvements for small communities. While the funds were provided through CDOT, the funds could only be used for specific projects, such as Main Street improvements. The funds could not be used at other locations within Town. With the Streetscape grant, the Town was required to match the funding in order to receive the grant.

In those rare instances where grant funding is not competitive, the funding is provided for a sole and specific purpose as required by the funding entity. Most grants in this category involve lesser financial obligations from the funded entity. An example of this type of grant is the USDOJ – BVP Program.¹ This program provides 50% grant reimbursement for the costs of body armor vests purchased for law enforcement.

Another example of a specialty grant that is not competitive, is the High Visibility Enforcement (HVE) Grant through the Colorado Department of Transportation. This specific grant reimburses the Town of Elizabeth for overtime compensation arising from traffic enforcement. Specifically, the funds are used to address specific traffic safety issues such as speeding and impaired driving.

¹ Patrick Leahey Bulletproof Vest Partnership, Office of Justice Programs, U.S. Department of Justice.



TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

IS THIS REALLY “FREE” MONEY? NOTHING IS EVER FREE. There are conditions on the use of funds, detailed, specifically in each grant. Because grant funds are either designed to assist in benefiting society, or stopping a specific behavior of society, they do come with conditions.

As a partial list of conditions for the Streetscape Grant, the Town is required to put the project out to competitive bid; comply with the “Buy American Act”; provide regular updates to the State; ensure compliance with State and Federal labor laws; complete the project within the required timelines or seek an extension of the deadline; account for the expenditure of funds; include the funding in the Town’s annual audit; and retain records. There is nothing special or specific required within the Streetscape Grant that the Town does not already do in its normal course of business.

In the case of the BVP program, the most important requirement of the grant is to purchase body armor that meets the National Institute of Justice (NIJ) standards and demonstrate that the armor is worn while on duty; and finally maintain a written policy for both the use and the replacement of the purchased armor. Because the Town already maintains these written policies, and because there is little point in purchasing protective equipment that is not certified, compliance is easy to maintain.

WHAT IS THE BASIS IN SEEKING GRANT FUNDS? In general, a community in either Colorado or in the United States is going to receive these grant funds, so why not the Town of Elizabeth? The residents of the Town pay taxes to the State and Federal Government. Knowing that the funds are going to be distributed, and that the funds are simply not going to be given back directly to the taxpayers, this seems the best way to proceed.

IF GETTING GRANTS IS THIS EASY, WHY AREN’T OTHERS DOING IT? Obtaining funding is not easy! There are at least 89,000 local governments in the United States; 19,502 incorporated towns and cities in the United States; and 399 towns and cities in Colorado. All are competing for grants on a regular basis.

The Town of Elizabeth is unique. First, as the largest incorporated community in Elbert County, the Town stands out for small grant applications. Second, the Town’s Staff have been successful in grant applications in other locales and have brought that experience to the Town. Third, the Town has not made extensive use of grants in the past, making current and future applications “ripe” for funding. Lastly, Town Staff is able to balance the costs/benefits to grants to ensure that the 40-60 hours spent per grant application translates to funds in excess of the time spent combined with the likelihood of success in the application. While Elizabeth may be eligible to apply for hundreds of grants per year, Town Staff focus on those with the highest chance of success.



TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

WITH ALL THESE GRANT FUNDS, THE TOWN SHOULD BE AUDITED! We agree. The Town has an annual audit performed each year by an independent auditor. The audit is completed each Spring and is reported to the Board of Trustees and is based on General Accepted Accounting Principles (GAAP) and the processes set forth by the Governmental Accounting Standards Board (GASB). As part of the audit, the Auditor has access to all the Town's financial records, as well as access to the Town's Finance Manager, Attorney and Administrator. The Audit is also reported directly to the State of Colorado for review.

WHO OVERSEES GRANT APPLICATIONS? Through Resolution 22R27 the Board of Trustees established Grant Management Policies for the Town of Elizabeth. [The Resolution is attached.] In short, if the grant application involves the expenditure of Town funds, the Board must approve the grant application and then must approve the expenditure of funds. If the grant application requires no financial match, the Administrator may make the application subject to notice and oversight by the Board of Trustees.

In reality, every grant application will require a letter of support from the Mayor or the Board of Trustees. In addition, many grant applications require a specific Resolution authorizing the application for the grant. Finally, whether the application requires a financial match from the Town or not, every grant application requires final approval and acceptance by the Board of Trustees.

RESOLUTION 22R37

A RESOLUTION ADOPTING COMPREHENSIVE FINANCIAL POLICIES

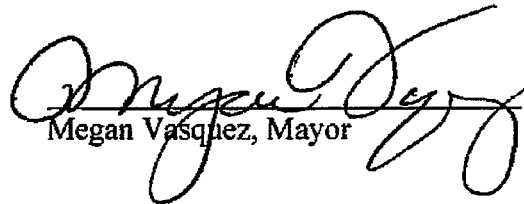
NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO AS FOLLOWS:

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


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

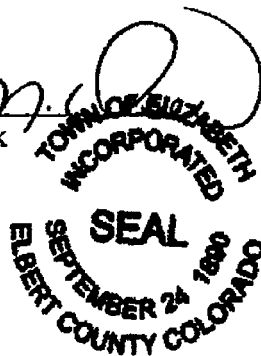
Section 2. All Resolutions inconsistent with the attached policies are hereby repealed, including Resolution No. 14R07, Resolution No.09R08, Resolution No. 11R12 and Resolution No. 10R23.

PASSED, APPROVED, and ADOPTED this 23 day of August, 2022, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of 6 for and 0 against.


Megan Vasquez, Mayor

ATTEST


Michelle M. Oeser, Town Clerk



GRANT MANAGEMENT POLICIES FOR THE TOWN OF ELIZABETH, COLORADO

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

AUTHORITY TO SEEK GRANT FUNDING

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

CONFLICT OF INTEREST

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

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

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

STATEMENT OF NON-DISCRIMINATION BY THE TOWN OF ELIZABETH

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

and firing of staff, selection of volunteers and vendors, and provisions of services. The Town is committed to providing an inclusive and welcoming environment for all members of our staff, citizens, residents, volunteers, subcontractors, vendors, and clients.

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

ADMINISTERING GRANTS AND RESPONSIBILITIES

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

1. The Financial Officer shall:

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

2. The Department Head or Grant Applicant shall:

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

- Notify the Finance Department of any changes in the grant status.

REVIEW BY THE TOWN ATTORNEY

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

RECORD RETENTION AND MANAGEMENT

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

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

SUPPORT FOR GRANTS NOT SOUGHT BY THE TOWN OF ELIZABETH

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

INCLUSION AS SUPPORTING DOCUMENT IN GRANT APPLICATIONS

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

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



TOWN OF ELIZABETH POLICE DEPARTMENT

CHIEF OF POLICE JEFF ENGEL

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

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 09/01/2024 to 09/14/2024



ELIZABETH POLICE DEPARTMENT'S MISSION STATEMENT:

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

The following is an informational breakdown of EPD police activity from **09/01/2024 at 12:01 a.m. to 09/14/2024 at 11:59 p.m.** This information is compiled from our Records Management System (RMS), identified as New World (NW), as well as Douglas County Regional Dispatch (DCRD) records.

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



Colorado Association of
Chiefs of Police





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Total Calls for Service:

256

Traffic Stops:

Total Stops:	Penalty Assessments:	Written Warnings:	Verbal Warnings:	Assists to Other Agencies
25	9	16	0	0

Parking Violations:

Total Parking Violations:	Parking Citations:	Parking Written Warnings:	Parking Verbal Warnings:
0	0	0	0

Other Calls for Service:

Call Type:	Number of Calls:
911 Rapid SOS	2
Abandoned Vehicle	1
Alarm-Business Burglary	2
Animal Barking	3
Animal Complaint	2
Animal Cruelty	4
Assist to Fire Department	1
Assist to Other Agency	5
Attempt to Contact	1
Business Check	16
Citizen Assist	8
Citizen Contact	16
Civil	2
Crime Prevention	8
Criminal Mischief	2



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Domestic Violence-Verbal	2
Flock	1
Follow Up	26
Found Property	2
Fraud	3
Harassment	2
Increased Patrol	59
Informational Report	1
Medical Assist	6
Motorist Assist	2
Municipal Ordinance Violation	7
Motor Vehicle Accident Property Damage	2
Report Every Drunk Driver Immediately (REDDI)	1
Repossession	1
Runaway	1
School Education	2
Sex Assault	1
Sex Offense	1
Special Assignment	2
Suspicious Circumstance	5
Suspicious Person	2
Suspicious Vehicle	8
Theft	2
Traffic Complaint	4
Traffic Hazard	3
Traffic Stop	25
Unwanted Subject	1
VIN Verify	2
Warrant Pickup	1
Weapon Violation	1
Welfare Check	7



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Open Patrol Division Criminal Investigations:

Case Number:	Call Type:	Details:
24-5311	Financial Crime	An investigation into a fraud that occurred. The case was reopened.
24-1673	Motor Vehicle Theft	Investigation into a vehicle that was stolen and recovered in Town.
24-2091	Homicide	Investigation into a homicide that occurred in Town.
24-2832	Financial Crimes	Investigation into fraud at a local business.
24-3517	Menacing	Investigation into a menacing involving a firearm.
24-3860	Theft	Investigation into a theft that occurred at a local business.
24-4344	Sex Offense	Investigation into a sex offense that occurred in Town.
24-4350	Financial Crimes	Investigation into a fraud that occurred in Town.
24-4363	Indecent Exposure	Investigation into an indecent exposure that occurred at a local business.
24-4382	Sex Offense	Investigation into a sex offense involving a juvenile.
24-4403	Criminal Mischief / Theft	Investigation into possible theft of Town services.
24-4413	Death	Investigation into an unattended death that occurred in Town.



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Open Community Services Division Municipal Ordinance Violations:

Case Number:	Call Type:	Notes:
24-3188	Abandoned Vehicles	Investigation into abandoned vehicles on a property in Town.
24-3209	Animal Complaint	Investigation into several violations at a property in Town.
24-3252	Municipal Ordinance Violation	Investigation into several violations at a property in Town.
24-4045	Municipal Ordinance Violation	Investigation into several violations at a property in Town.

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

Closed Case/Incident Reports:

Case/Incident Number:	Call Type:	Details:
24-4017	Burglary	EPD responded to a cold burglary that took place at a local business. After investigative leads were exhausted, the suspect(s) were unable to be identified.
24-1237	Municipal Ordinance Violation	EPD Community Services Division forwarded a case to the Patrol Division for a code enforcement issue that the owner had not come into compliance with. Officers were able to locate the suspect and issued them a municipal summons.



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24-3517	Menacing	EPD concluded a case investigation regarding a felony menacing that occurred in Town. After investigation, it was determined a crime had occurred and an arrest warrant was sought and approved for the suspect's arrest.
24-3541	Municipal Ordinance Violation	EPD Community Services Division closed a case regarding abandoned vehicles. After collaborating with the owner, the vehicles came into compliance.
24-4304	Found Property	EPD Officers located lost property. The owner of the property was identified, and the item was returned to them.
24-4264	Shoplifting	EPD responded to shoplifting at a local store. The suspect was quickly identified and given a municipal summons and a trespass notice.
24-4248	Assist to Elbert County	EPD responded to assist the Elbert County Sheriff's Office to impound dogs of a suspect they had in custody. The dogs were taken to the Town kennel and impounded.
24-2407	Domestic Violence	EPD responded to a residence on report of a verbal domestic violence call. After investigation, it was determined that no crime had occurred.
24-4282	Theft	EPD was dispatched to a local business on report of a theft in progress. EPD contacted the suspect and issued them a municipal summons.
24-4111	Domestic Violence	EPD Officers were dispatched to a reported burglary. After investigation, probable cause was found to support criminal charges with a domestic violence enhancer. A warrant was sought for the suspect's arrest.



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24-4395	Mental Health Hold	While on patrol, an EPD Officer located a subject running in the middle of a major road. After a preliminary investigation, it was determined the party was experiencing a mental health crisis. The party was taken into protective custody and transported to a local mental health facility.
24-4398	Warrant Arrest	EPD located a party who had a municipal warrant for their arrest out of the Elizabeth Municipal Court. The suspect was arrested and given a new court date.
24-4412	Suspicious Vehicle	EPD responded to a local business on a possible stolen vehicle. EPD located the vehicle and determined that the vehicle was not stolen.
24-4414	Mental Health	EPD contacted a party who had expressed possible suicidal ideations. After investigation, it was determined that the party was not an imminent threat to themselves.



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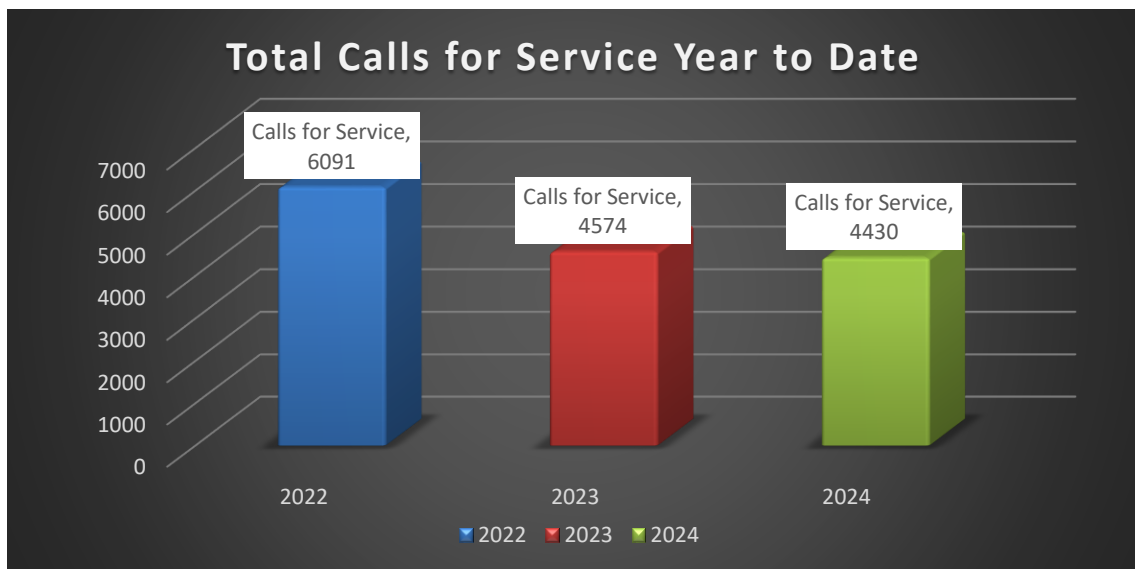
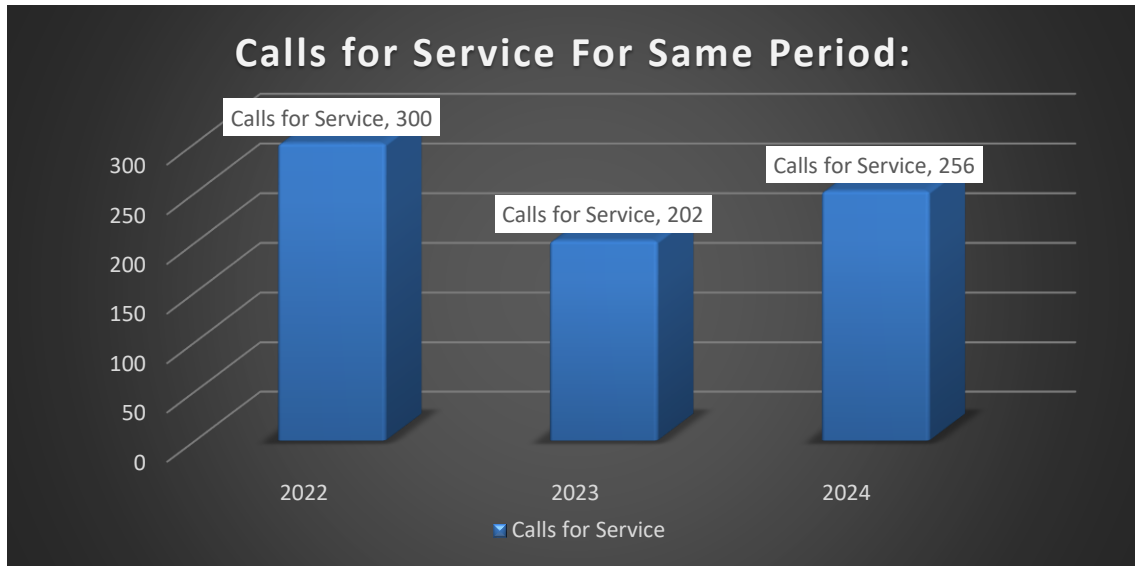
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Historical Data:



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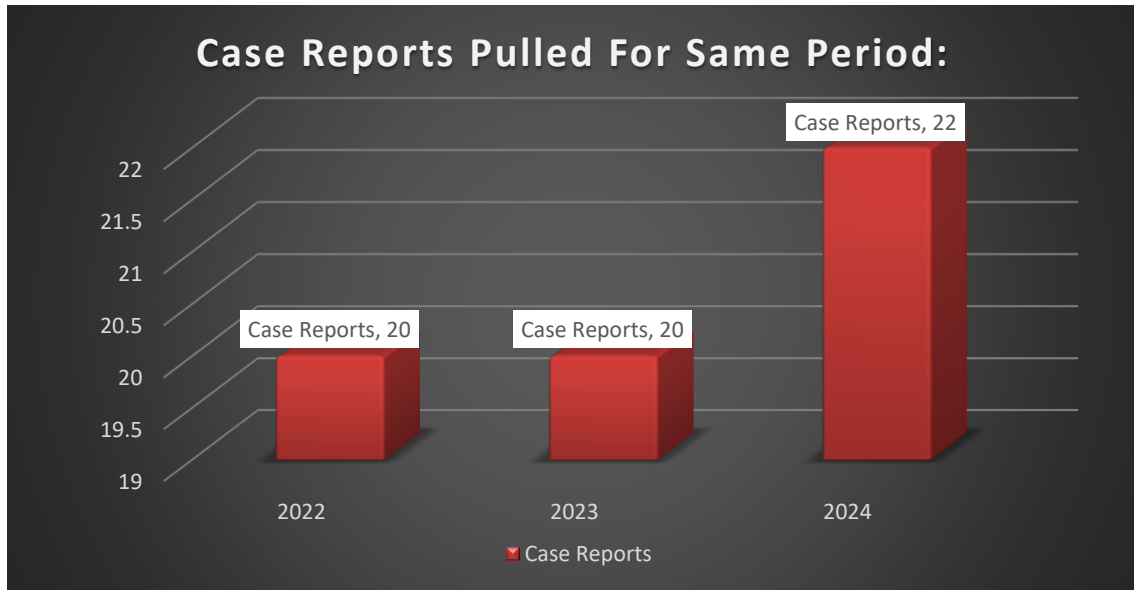
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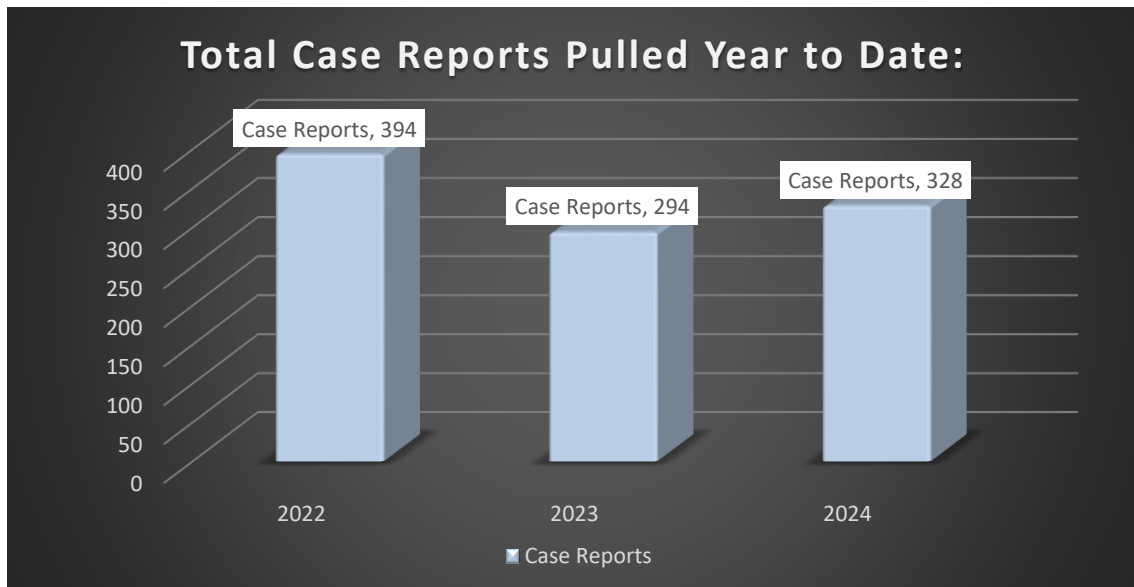
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Case Reports Pulled For Same Period:



Total Case Reports Pulled Year to Date:



Colorado Association of
Chiefs of Police





September 10, 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 has coordinated with the Historic Advisory Board, Main Street Board, and Board of Trustees to create a draft RFP. The RFP has been distributed on BidNet and received good feedback thus far.
- 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. Town Staff is working with the Elizabeth School District and Elizabeth Parks and Recreation District to find a consultant so that the official Master Planning process can begin in September. RFP has closed on BidNET.
- Main Street Monument Sign. DHM has provided the Town with a 60% design set fulfilling their contract obligation. The Town Staff is working on 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 has funded the project at \$40,000 for the first year. All committee members for 2024 have been appointed. Barb McGinn (BOT), Dennis Rodriguez (HAB), and Michael Hussey (MSBOD). Three (3) projects were presented to the HAB in anticipation of full applications. Evaluation of the projects has completed and award notices have been distributed in August.
- Community Development Staff has chosen two (2) Main Street Interns from Elizabeth High School to work with the Town for the 2024 summer and 2024/2025 school year.
- 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 construction contract was approved on 08/13/2024 to low bidder Triple M Construction. Construction is anticipated to begin mid-September 2024.
- 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.
- 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.

- The Neighborhood Block Parties have all been completed. An estimated 15-20% of the Town’s population attended these events and gave generally positive feedback about the current direction of the Town.
- The Planning Commission had a *Strong Towns* workshop on 08/20/2024 and will continue the discussion at their 09/03/2024 workshop. More information can be found on the Town’s website under Community Development and Planning Commission.
 - Key Takeaways include:
 - Cities/Towns, like businesses must run a profit to effectively serve the community
 - It is hard to break even on infrastructure projects (streets, sidewalks, water, sewer, etc) unless the adjacent properties contribute enough/significantly in property and/or sales tax (general rule of thumb is 30:1 private to public investment)(\$1million in public improvements should generate \$30million in private investment)
 - Cash infusions from large development projects create the illusion of solvency but generally don’t cover long term maintenance of additional infrastructure (infinite timeframe/life of a Town)
 - Suburban development pattern tends to be a larger scale with less productivity when compared to pre-WWII development pattern
 - Towns, Cities, human settlements have developed in similar ways over thousands of years until post WWII suburban expansion
 - The Federal and some State approaches to development, in particular in response to the Great Depression, were top down and provided fuel for accelerated growth (New Deal)
 - The pre WWII development pattern Town/City were complex organisms that could adapt with changing variables vs the suburban development pattern is largely a complicated system which is less adaptable to different inputs (resilient vs fragile)(rainforest vs monocrop)
 - Incremental development patterns or “little bets” create flexibility in the system versus large scale developments that are completed to a finished state all at once. (Historic Main Streets versus new outdoor shopping malls on the outskirts of a Town/City)
 - Incremental development allows for feedback and adaptation during the maturation and thickening up of the community
- The Planning Commission had a second *Strong Towns* workshop on 09/03/2024 and will continue the discussion at their 09/17/2024 workshop. More information can be found on the Town’s website under Community Development and Planning Commission.
 - Key Takeaways include:
 - Financial Solvency is ESSENTIAL for long-term prosperity
 - Land must NOT be squandered (non-renewable resource)
 - Job creation and economic growth are the results of a healthy local economy, not substitutes for one
 - Local government is the highest level of collaboration (some of the biggest impacts can be made at local level, not state or national for day-to-day life in your Town)

- Incremental investments or “little bets” are ideal way to see sustainable development occur (small local investments versus top-down large scale investment projects)
- Resiliency is key to Strong Towns over efficiency (may be more cost effective to build extra mile of infrastructure because of economies of scale but you ultimately have to pay to maintain that added infrastructure before you need it) Smaller development scale projects and blocks/neighborhoods with many owners and uses can withstand economic impacts better than large scale projects with single or fewer owners and uses
- Adaptability is key to complex system survival (Towns with the ability to adapt to changing wants and needs over time are more resilient than those that are unable to change with varying conditions) Future and current generations may want or need different working, shopping, or living environments than in 1900, 1950, or 2000. Are we allowing for adaptability?



TOWN OF ELIZABETH

MICHAEL DEVOL/PUBLIC WORKS DIRECTOR

TO: Honorable Mayor, Mayor Pro-Tem and Town Board of Trustees
FROM: Mike DeVol, Public Works Director
DATE: Sept 24, 2024
SUBJECT: Public Works Monitoring Report

NOTE: Walmart had cleared their shelves of school supplies and was going to discard all the items. James and his wife were able to procure all items at NO COST and they were distributed to Running Creek Elementary, Singing Hills Elementary and Elbert School for the benefit of students and teachers. Elizabeth schools received approximately \$1,800.00 each of supplies and Elbert School approximately \$2,500.00 in supplies.

Congratulations to Michelle Oeser for completing the “Certified Public Manager” course of 300 hours of training.

***Town Street Paving Improvements Project:**

1. Temporary Pot hole work has been completed in Hillside Subdivision. Additional work will be ongoing as the deeper repairs settle and more asphalt will need to be added.
2. Public Works used 110 tons of asphalt patching material on potholes within Hillside subdivision.
3. Repairs/Warranty work has been concluded on Pearl St., Mobile St., and Chestnut.

***Town Main St. Decorations:**

1. Main St. solar street lights are being removed and have been placed at the two new mail kiosk locations.
Any lights that are left over will be placed at strategic locations within RC Park for events.

***Town Wells, Tanks and Effluent:**

1. All three tanks are in operation and typically store between 1.1 million gallons and 1.5 million gallons depending on daily operational needs.
2. Public Works is at 85 percent completion of Operating/Exercising all main line water valves per the state regulations for 2024.

***Town Water Line (NON) Emergency Repair:**

1. On Sunday 9-15-24 Repair performed 850 S Paddock St. between Meter Pit and Residence (resident cost).



TOWN OF ELIZABETH

MICHAEL DEVOL/PUBLIC WORKS DIRECTOR

2. On Thursday 9-19-24 Repair to Water Service line in Elm St. at Banner St due to service line (80psi poly) running from Banner St halfway down the block to 349 Elm St. Service should not have been allowed in 80 psi poly line.

*Town Hall/ Repairs/ Landscaping Plan:

*Town Walkway Repairs:

1. PW has completed several repairs to sidewalks at storm drain inlets and removed tripping hazards.
2. Public Works has installed "Chase Drains" at two locations on Blackhaw street where several lots drain across sidewalks at curb and gutter, these will alleviate icing and unsafe walking conditions. Possibly 2 more chase drains will be installed.
3. Public Works continues to repair areas around town.

*Town Street Maintenance/Striping Projects:

1. Public Works continues mowing for the season in Parks, Right of Ways, and Drainages.
2. Street Striping will begin in the month of September.

*Town Snow Plowing and Street Sweeping: SNOW ROUTE SEASON IS COMPLETED until Nov.

1. The Town Newsletter included Town Plowing Code and Snow Route "NO PARKING" information.
2. PW has been installing new snow route signs in Gold Creek Valley and Legacy Village as time allows.

*Town New Wells at Ritoro/Gold Creek Valley:

1. The new Wells building is complete, and PW is planning an Open House Grand Opening once the land issue has been completed.
2. Landscaping will take place in 2024-2025 depending on item #1. PW will work with the 4 adjacent property owners for their approval of the landscape sketch to ensure that we conceal as much of the building as possible from their views.
3. The Back-up Generator (Diesel) that is installed and tested allows Public Works to operate Arapahoe 2 and Denver 2 Wells during any event that electrical service is not available.

*Town Trail Project:



TOWN OF ELIZABETH

MICHAEL DEVOL/PUBLIC WORKS DIRECTOR

1. PW has completed a walk-through inspection with our reporting Agency Stantec Engineering for guidance after the flooding and the loss of previously planted vegetation, bushes and trees.
2. 2023 Reporting has been sent to CDOT and other agencies. PW is awaiting a decision on course of action(s) that will be required to fulfill our Trail obligations. (#9 below on upcoming projects).

*Gold Creek Lift Station Improvements:

1. Completion of project has begun warranty period and filing completion with CDPHE Permitting.

*Eligibility Surveys for Water and Wastewater Capitol projects have been completed for 2024 and accepted by Colorado Department of Public Health and Environment (CDPHE). The eligibility surveys allow for the town to be in line for any funding that may be available for future projects.

*Gold Creek Wastewater Treatment Plant (GCWWTP)

The state sampling of the plant after maintenance all came back at 98% removal of all constituents that are required. It was an excellent slow start up of Train 2 and the plant is back at 100% capacity.

Maintenance has been concluded on Train 2 of the plant. PW did a slow 2-week plant start up on Train 2 of the plant to allow bugs/bacteria to acclimate and begin their life cycle. The combination of Bug population, Dissolved Oxygen and liquid temperature are the biggest contributors to a happy healthy working bug population as they work chemical free to complete the process of naturally treating the water.

1. NO CHANGES AS OF THIS REPORT-On going Project/ The new fine screen replacement unit has been installed. The new screen has been in automated operations for three months with no issues.
2. Just a quick review of the Wastewater Plant: It is designed to treat 500,000 gallons of Raw Sewage per day. Train 1 and Train 2 share that equally. Train 1 currently is treating 190,000-200,000 gallons per day while maintaining our minimal 85% reduction constituent removals (currently 93%-99% removal) that are set by CDPHE in our Permit (excellent test for me as an operator and all equipment). Currently we are operating one Train at basically 80% capacity and operating very well. This is a test never completed before as our available capacity is 500,000 gallons. When the time comes that the wastewater Plant is treating at 80% (400,000 gallon) of the Total Capacity the Town must start to show Plant Expansion Plans to CDPHE. The current WTP upgrade Budget is currently in good shape for funding. Reference of



TOWN OF ELIZABETH

MICHAEL DEVOL/PUBLIC WORKS DIRECTOR

constituent removal: Please see attached Laboratory Sampling Analysis for actual numbers while completing maintenance of one train. Note all numbers/results are shown as milligrams per liter (mg/L) this equates from metric to Standard as parts per million (ppm). Plant is 100% Biological/Bacteria (Bugs) NO CHEMICALS

Bio-chemical Oxygen Demand (BOD) minimum 85% removal (current average 99% removal)
Total Suspended Solids (TSS) minimum 85% removal (current 93%-99% removal)
Nitrogen/Ammonia (NH₃) minimum 85% removal (current 99% removal)
E. Coli maximum 115 parts per million (ppm) (current <1 ppm) U.V. Light neuters bacterial for no reproduction and does not kill the bacterial which in turn means no chemicals and cost savings to the Town residents.

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

1. Town Clean Up Day Results are as follows:
 2. Electronics:
 - a. Batteries – 58 lbs.
 - b. Computer Materials – 374 lbs.
 - c. Display Materials – 2,144 lbs.
 - d. Mixed Electronics – 1,400 lbs. Total Cost - \$2,708.45
 3. 7 – Roll-Off Dumpsters (2 Metals) (5 Garbage). Total Cost - \$2,331.75
 4. Flat Fee for 4 hours shredding of documents or paper. Total Cost - \$1,222.95
- Grand Total - \$6,263.15

*Town Public Works News

1. Public Works has all empty positions filled and we are excited to welcome Jared Burris and Ryan Ehlert, who are local residents to the Public Works Water and Wastewater team.
2. Public Works has hired one new employee for the Streets and Parks position. His name is Caden Rocha.

*Town Farmers Market:

1. Event Park Name is Running Creek Park, and the events have ended for the year.
2. Public Works will keep one Porta Potty at RC Park year around until the Depot Parking Lot is completed and bathrooms added at that site.

*Town Parks and Right of Way (ROW):

1. Porta-Potty will remain at Bandt Park parking area for the Winter season.
2. Bandt Park restrooms are now Open for the summer season.



TOWN OF ELIZABETH

MICHAEL DEVOL/PUBLIC WORKS DIRECTOR

3. Town Parks staff have painted new lines at the Bandt Park Tennis and Basketball courts to allow Pickle Ball enthusiasts to continue to use the park.
4. The concrete trail is complete. Seeding and erosion control is underway. This connects Playground equipment, restrooms, pavilion all to the parking lot at Chestnut St.

Upcoming Projects:

1. PW has begun for 2024 the following Annual Reporting:
2. Annual Biosolids has been completed for 2023 and sent to CDPHE.
3. Regulation 85 Nutrient Monitoring/Accepted by CDPHE
4. PW has completed a round of PFAF's (radiation/radiological). Results have been reported to CDPHE.
5. Water Augmentation and Recording
6. Water Lead and Copper sampling
7. Water Constituents Metals Sampling
8. Annual DMR (Daily Monitoring Report) Gold Creek Wastewater Plant
9. Tree City USA Application/ Accepted and approved by Tree City USA
10. Trail DOLA findings and Inspections/ Addition of Willow Cuttings Planted
11. PW has begun 2024 Highway User Tax Fund (HUTF) reporting and data processing.
12. PW is completing Lead and Copper testing per CDPHE guidelines for 2023/2024
13. Flushing of the entire town's water supply system is completed every 6 months.

Mail Kiosk:

1. Public Works will be installing Solar Street Lights at Mail Kiosk in various locations to aid in nighttime safety and mail collections by residents. The solar lights will be removed the second week of September from Main St and relocated to Kiosk area to save money on purchases.
2. Public Works has enhanced the recycled asphalt parking area at the Washington St Mail Kiosk.

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



TOWN OF ELIZABETH

CLERK'S/FINANCE OFFICE MANAGER'S REPORT

September 24, 2024

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

Hannah

- I attended a webinar put on by DOLA regarding property taxes and the budgeting process. Even though DOLA was unsure about some things due to how recent this is, we are able to start thinking about the changes and procedures that will need to be implemented for the new house bills.
- I have been familiarizing myself with accessibility within Adobe to help Harmony and Allison spend less time formatting documents that need to be uploaded to the website.

Allison

- We have confirmation for all our participants in the Mayor's Tree Lighting. A map of the layout for the Gesin Lot and for Main Street are attached. A copy of the 2-sided flyer is also attached.
- I attended a webinar on taking meeting minutes and the roles of a Clerk in a meeting. It was very informative. It went into greater detail than other courses I have taken including the different types of motions and points of order.
- We have been able to collect some of past due amounts on water accounts through tax liens on corresponding properties. We will continue to use this method as it has proven much more effective than filing regular liens against the properties and waiting for the property to be sold.

Harmony

- Harmony was on vacation, so does not have a report for this packet.

Michelle

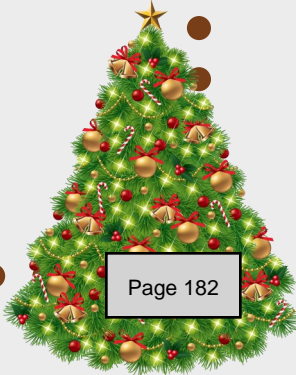
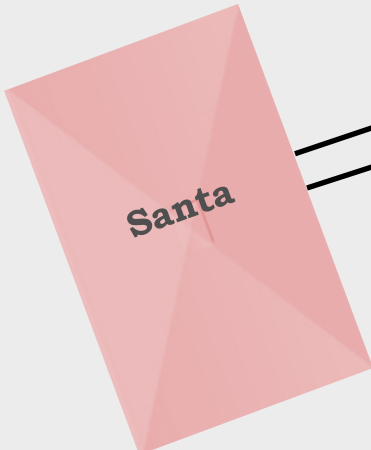
- The Mayor and I met to discuss plans for this year's Senior Basket Project. Collection boxes will go out on or around November 14th and 15th. Boxes will be picked up the week of December 9th. Assembly will happen on December 17th with delivery starting on the 18th.
- The Town hosted an Estate Planning Class on September 16th. 64 people signed up and about 50 in attendance. attended this class.
- On the Calendar provided to the Board at the start of the year we scheduled an October 5th workshop. Staff feel this can be canceled due to the number of workshops you have already had.

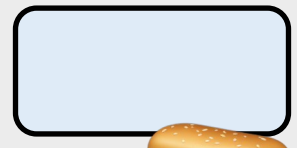
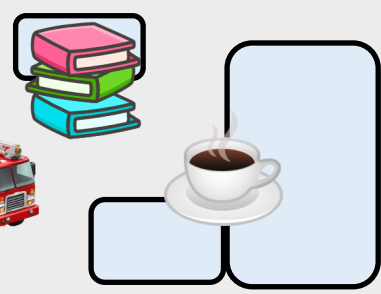
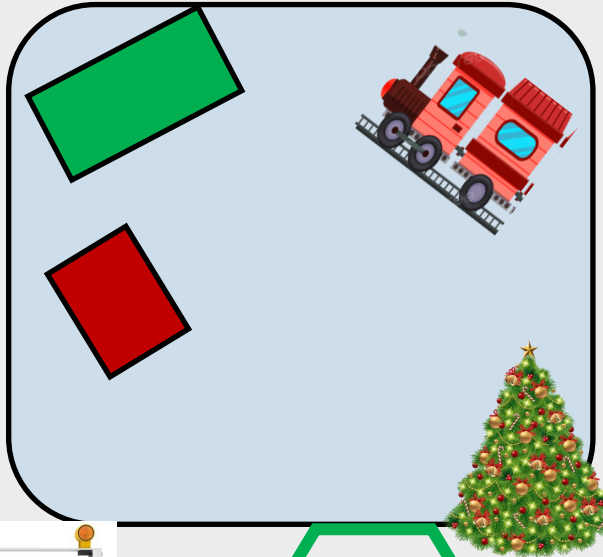


TOWN OF ELIZABETH

CLERK'S/FINANCE OFFICE MANAGER'S REPORT

- On the same calendar November 21st is listed as a tentative Board Meeting. This meeting would be in place of the November 26th meeting. Is this something the Board would like to do instead of having a meeting during the Thanksgiving Holiday week? There will need to be a second meeting in November for budget final Resolution approvals.





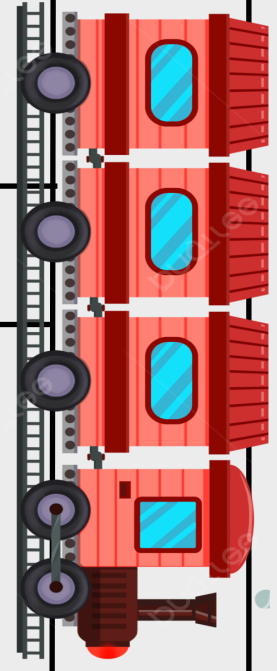
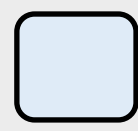
- 1 – Liz's Crafts
- 2 – Ag Alliance
- 3 – Face Painter
- 4 – Parker Arts



Elm St



Elm St



Mayor's Tree Lighting

Saturday

December 7th

3:00-6:00pm

**Festivities on the
Gesin Lot and along Main
Street**



Lighting Ceremony
at 5:00 pm
Main St & Broadway

Santa's Crossing

Activities:

See Santa

Craft with Elves

Mail your letter to Santa

Ride the Train Up and Down Main St.

Face Painting

Pinecone Reindeer Crafts

Cookie Decorating

Photo Booth with Parker Arts

Elizabeth HS Band

Ugly Sweater Contest

Crafts with the Library

Hot Cocoa/Hot Cider

Food Trucks

Photo ops along Main Street

Shopping all along Main Street

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