



TOWN OF ELIZABETH

**TOWN OF ELIZABETH
BOARD OF TRUSTEES REGULAR MEETING
Tuesday, August 08, 2023 at 7:00 PM
Town Hall, 151 S. Banner Street**

Conferencing Access Information: This is viewing only access

<https://us02web.zoom.us/j/83383654294?pwd=MXNveXUrckhPWUtIMG1kVndWdERlQT09>

Join via phone at 1 669 900 9128 Meeting ID: 833 8365 4294

Meeting Passcode:

712241

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

UNSCHEDULED PUBLIC COMMENT

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

AGENDA CHANGES

CONSENT AGENDA

1. Minutes of the Regular Meeting of July 11, 2023

NEW BUSINESS

2. Discussion and possible action on Resolution 23R32, a Resolution authorizing the disposal of surplus vehicles – Patrick Davidson
3. Discussion and possible action on Resolution 23R33, a Resolution approving the purchase of real property located at 444 South Main Street, Elizabeth, Colorado, for the benefit of the Town of Elizabeth – Patrick Davidson
4. Discussion and possible action on the selection of the proposed concept for the Elizabeth Community and Senior Action Center– Patrick Davidson

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

- [5.](#) Discussion on Façade Grants – Zach Higgins
- [6.](#) Discussion on Streetscape Design – Zach Higgins
- [7.](#) Discussion and possible action on the cancelation of the December 26, 2023, Regular Board of Trustees meeting – Michelle Oeser

OLD BUSINESS

- [8.](#) Notice of withdrawal of disconnection petitions - Patrick Davidson

MANAGEMENT MONITORING REPORTS

- [9.](#) Management Monitoring Reports

BOARD OF TRUSTEES REPORTS

- 10. Board Reports

MINUTES

- [11.](#) Minutes of the Historic Advisory Board Meeting of June 5, 2023
- [12.](#) Minutes of the Main Street Board of Directors Meeting of June 16, 2023

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

July 11, 2023

CALL TO ORDER

The Regular Meeting of the Board of Trustees of the Town of Elizabeth was called to order on Tuesday, July 11, 2023, at 7:01 p.m. by Mayor Nick Snively.

ROLL CALL

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

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

PLEDGE OF ALLEGIANCE

Mayor Snively led the Board in the Pledge of Allegiance.

UNSCHEDULED PUBLIC COMMENT

David Johnson – Town of Elizabeth resident.

AGENDA CHANGES

No agenda changes from the Administration.

No agenda changes from the Board.

Agenda set.

CONSENT AGENDA

1. Minutes of the Special Meeting of June 27, 2023
2. Minutes of the Regular Meeting of June 27, 2023

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. Motion passed unanimously.

NEW BUSINESS



3. Discussion and possible action on Resolution 23R27, a Resolution approving a Trade Contractor Agreement for services with Maguire Iron Inc. of Sioux Falls SD for the purpose of scheduling and price holding

Motion by Mayor Snively, seconded by Trustee Einspahr, to approve Resolution 23R27, a Resolution approving a Trade Contractor Agreement for services with Maguire Iron Inc. of Sioux Falls SD for the purpose of scheduling and price holding with Board approved term verbiage and tank cleaning schedule cost adjustment.

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

4. Discussion and possible action on Resolution 23R28, a Resolution setting the ballot content for the September 5, 2023, Special Election

Motion by Trustee Payne, seconded by Trustee Belongia, to approve Resolution 23R28, a Resolution setting the ballot content for the September 5, 2023, Special Election.

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

5. Discussion and possible action on Resolution 23R29, a Resolution authorizing the Mayor and Town Administrator to enter into an agreement with N&D Tree & Crane Service for clean-up on Running Creek Trail

Motion by Trustee Belongia, seconded by Trustee Einspahr, to approve Resolution 23R29, a Resolution authorizing the Mayor and Town Administrator to enter into an agreement with N&D Tree & Crane Service for clean-up on Running Creek Trail.

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

6. Discussion and possible action on Resolution 23R30, a Resolution declaring a local disaster for the Town of Elizabeth caused by recent storm events

Motion by Trustee Ternus, seconded by Mayor Pro Tem Secrist, to approve Resolution 23R30, a Resolution declaring a local disaster for the Town of Elizabeth caused by recent storm events.

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

OLD BUSINESS

7. Discussion on Main Street Streetscape Design Project

The Board directed Community Development Director Zach Higgins to move forward with the proposed Main Street parking design.

MANAGEMENT MONITORING REPORTS



- Town Administrator Patrick Davidson updated the Board on his meeting with the Gold Creek Valley HOA Board.
- Mr. Davidson discussed the upcoming Saturday vision workshop.
- Mr. Davidson discussed adding an internet redundancy service at Town Hall with Starlink services.
- Mr. Davidson discussed the sale and donation of older Town vehicles.
- Discussion followed on the dispersal of older Town vehicles.
- Mr. Davidson informed the Board that a local Eagle Scout, Trenton Miller, has built several picnic tables as his Eagle Scout project. The tables were donated to the Town and are located at Running Creek Park.
- Public Works Director Mike DeVol will be working with the state on mitigation of the trail and the park damage due to flooding.
- Mr. Davidson told the Board that department heads are working on budgets and individual meetings are scheduled with himself and Hannah starting next week.
- Mr. Davidson let the Board know that the Main Street Board of Directors would like to schedule a joint meeting between the two Boards.
- Mr. Davidson discussed erosion issues at Elizabeth Street Plaza.
- Trustee Ternus requested a Wine In the Pines update. Discussion followed.
- Mayor Snively had a follow-up discussion on correspondences he has received from the Gold Creek Valley HOA President. The emails reflect movement in a positive direction.
- Chief of Police Jeff Engel advised the Board that the 18th Judicial District Court will be dividing. The Town will now be in the 23rd Judicial District. The Police Department will be participating in the development of a response team for the 23rd District.
- Mayor Snively commented that it was very cool to see Officers at the Friday Night Market enjoying themselves.
- Community Development Director Zach Higgins let the Board know that Manny Nuno with CORE will be leaving and he will be working with a new project manager.
- Mr. Higgins let the Board know that his department is working on an appreciation gift for Aimee Woodall.
- Mr. Higgins stated that the Main Street Board and the Historic Board will have a booth at all but one of the remaining Friday Night Markets.
- Public Works Director Mike DeVol updated the Board on the lift station operational status.



- Mr. DeVol let the Board know that the new well is up and running and stated everything is going well.
- Mr. DeVol said that Tyler, the newest Public Works employee, is working out well.
- Mr. DeVol told the Board that a new employee has been hired for Public Works and will be starting on Monday.
- Trustee Einspahr discussed needed repairs to the Police Department building.
- Town Clerk Michelle Oeser told the Board that Deputy Clerk Harmony Malakowski took advantage of a Clerks Association opportunity to visit and tour the State Capital today.
- Chief Engel updated the Board on the open code enforcement position.

BOARD OF TRUSTEE REPORTS

- Trustee Payne told the Board about attending and representing the Town with Mr. Davidson and Ms. Oeser at the 2023 Castle Rock Senior Expo. Trustee Payne gave an in-depth narrative of what the Expo is about and how it was beneficial to attend.
- Trustee Ternus thanked Chief Engel for positioning the speed trailer on Pine Ridge Street. She stated it made a positive impact on speeds being traveled on Pine Ridge Street.
- Mayor Snively followed up with discussion on Mr. Johnson's public comments.
- Trustee McGinn discussed the Eagles Nest Ranch.
- Mayor Snively discussed the cancelation of the July 25th Regular Board meeting.
- Mayor Snively had a follow-up discussion on the July 15th planned workshop.

EXECUTIVE SESSION

10. "To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402 (4)(e)." For purposes of authorizing the Town Administrator or his representative to negotiate possible land purchase for the benefit of the Town of Elizabeth.

Motion by Mayor Snively, seconded by Trustee Payne, to adjourn the regular meeting at 8:46 p.m. and enter into and executive session to "To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402 (4)(e)." For purposes of authorizing the Town Administrator or his representative to negotiate possible land purchase for the benefit of the Town of Elizabeth. The vote of those Trustees present was unanimously in favor. Motion carried.



TOWN OF ELIZABETH

Motion by Trustee Ternus, seconded by Mayor Pro Tem Secrist, to adjourn the executive session, and return to the regular meeting at 9:19 p.m.

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

ADJOURNMENT

Motion by Trustee Einspahr, seconded by Trustee McGinn, to adjourn the meeting at 9:20 p.m.

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

Town Clerk Michelle Oeser

Mayor Nick Snively



TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor, Mayor Pro Tem, and Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: August 8, 2023
SUBJECT: Resolution Authorizing the Sale and Disposal of Town Owned Vehicles

BACKGROUND

The Town of Elizabeth has begun the process of establishing a long-term fleet of vehicles, with a regular depreciation and replacement policy. This policy was adopted pursuant to 22R47, and provides the means to acquire, depreciate, and dispose of surplus vehicles. Because this policy was only adopted recently, there are a number of vehicles which have not been depreciated under the policy but have exceeded the general guidelines for replacement or decommission. These vehicles are identified as follows:

1988	AM General	Hummer	Serial No. 46883
1990	AM General	Hummer	Serial No. 108907
1998	Ford	Expedition	VIN#1FMRU18WXWLA43239
1999	Ford	F250	VIN#1FTNF21L2XEA54535
2002	Chevrolet	Silverado 2500	VIN#1GBHK24U12E297778
2007	Harley-Davidson	Patrol Cycle	VIN#1HD1FMM187Y694069

The 1998 Ford Expedition, 1999 Ford pickup, and the 2002 Chevrolet pickup, have nominal value. To assist and support the Elizabeth School District and their High School Auto Shop Program, staff is recommending that these three (3) vehicles be given to the High School for this specific program. While the vehicles are of are of marginal use, they do provide ample training and educational opportunities for students. The district has agreed to accept these vehicles for the program.

ANALYSIS

Each of the vehicles identified above meet the requirements of surplus or obsolete equipment under Resolution 22R47. However, due to the specific nature of the vehicles in question, and the cumulative value of all the vehicles, Staff believes that 22R37 regarding the Disposal of Surplus Property is also applicable. Resolution 22R37 requires motor vehicles to be disposed of by the Clerk with the approval of the Town Administrator, through the following means:

- (1) trade-in for a replacement vehicle
- (2) through a sealed bid auction, or
- (3) through an independent equipment auction company or similar auction site.

Only if no other means of disposal is available, is the Clerk and Administrator authorized to dispose of a vehicle through private sale. Because the cumulative value of the vehicles likely exceeds \$5,000, it is also prudent to seek specific Board approval prior to the sale.

Finally, Resolution 22R47 does not contemplate the transfer of surplus vehicles from one government agency to another, whether at or below market value. As such, the disposal of the 1997 Ford Expedition, 1999 Ford pickup, and the 2002 Chevrolet pickup will require specific Board authorization and approval.

STAFF RECOMMENDATION

Staff recommends that Board consider the disposal of the vehicles listed above with a transfer of the following to the Elizabeth School District:

1998	Ford	Expedition	VIN#1FMRU18WXWLA43239
1999	Ford	F250	VIN#1FTNF21L2XEA54535
2002	Chevrolet	Silverado 2500	VIN#1GBHK24U12E297778

And the sale of the following vehicles at auction:

1988	AM General	Hummer	Serial No. 46883
1990	AM General	Hummer	Serial No. 108907
2007	Harley-Davidson	Patrol Cycle	VIN#1HD1FMM187Y694069

BUDGET CONSIDERATIONS

The costs of auction of any of the vehicles is associated with their sale. Other than possibly the costs associated with the transfers of titles, there are no other anticipated expenditures. The sale of the vehicles will marginally reduce the expenses associated with insurance. The proceeds from the sale will be deposited in the vehicle depreciation accounts as provided in Resolution 22R47.

ATTACHMENTS

A Resolution Authorizing the Town Clerk and the Town Administrator to Dispose of Vehicles

RESOLUTION 23R32

A RESOLUTION AUTHORIZING THE DISPOSAL OF SURPLUS VEHICLES

WHEREAS, the Town of Elizabeth has adopted Resolution No. 22R47 establishing policies and procedures related to fleet vehicles, including the disposal of surplus or obsolete equipment; and

WHEREAS the following vehicles meet the criteria for replacement or decommission as surplus and obsolete equipment:

1988	AM General	Hummer	Serial No. 46883
1990	AM General	Hummer	Serial No. 108907
1998	Ford	Expedition	VIN#1FMRU18WXWLA43239
1999	Ford	F250	VIN#1FTNF21L2XEA54535
2002	Chevrolet	Silverado 2500	VIN#1GBHK24U12E297778
2007	Harley-Davidson	Patrol Cycle	VIN#1HD1FMM187Y694069

WHEREAS, Town Staff has recommended the sale of the following vehicles by means of auction or other means authorized by Resolution No. 22R47:

1988	AM General	Hummer	Serial No. 46883
1990	AM General	Hummer	Serial No. 108907
2007	Harley-Davidson	Patrol Cycle	VIN#1HD1FMM187Y694069

And Town Staff further recommends the transfer of the following vehicles to the Elizabeth School District High School Auto Shop Program for use within the program and any other uses deemed appropriate or necessary by the Elizabeth School District:

1998	Ford	Expedition	VIN#1FMRU18WXWLA43239
1999	Ford	F250	VIN#1FTNF21L2XEA54535
2002	Chevrolet	Silverado 2500	VIN#1GBHK24U12E297778

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

1. Direction and authorization is given to the Elizabeth Town Administrator and the Elizabeth Town Clerk to dispose of the above-described vehicles as otherwise set forth herein. The Town and Administrator and Town Clerk are further authorized to execute any documents, or enter into any agreements, to effectuate the completion of the sale, transfer, and decommission of the vehicles otherwise referenced herein.

PASSED, APPROVED, and ADOPTED this 8th day of August 2023, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Nick Snively, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk



TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor, Mayor Pro Tem, and Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: August 8, 2023
SUBJECT: Purchase of Property Commonly Known as 444 South Main Street, Elizabeth

BACKGROUND

In 2009 the Town of Elizabeth conducted a Downtown Strategic Plan which identified positive and negative aspects of the Downtown/Main Street and provided general comments and observations. In the 2009 report, parking in the Downtown, particularly on Main Street, was deemed a problem in need of correction. Several years later, in the 2015 Downtown Strategic Plan Update, the same issues appeared regarding concerns with parking.

Most recently, the Main Street Streetscape Project, as well as increasing events on and around Main Street, have resulted in at least a subjective, if not an objective need for additional parking. For the past two (2) years, Staff have investigated options for the creation of a separate Town owned and maintained lot, either on or along Main Street. The options proposed included the development of the Gesin Lot, the potential purchase of the detached parking lot with Frontier High School, the acquisition of lands immediately north of Main Street and HWY 86, and access points along Running Creek Park and the Running Creek Trail.

In addition, a more recent change in the Town Code allowed for “fees in lieu of parking” as a means of pooling funds from individual development on Main Street. The fee was approved at \$5,000 per individual parking spot, with the recognition that the \$5,000 more or less covered the costs associated with the acquisition of raw land, dirt work, drainage, installation of curb and gutter, hard surface installation, painting, and perpetual upkeep of the same. These fees will likely assist in the overall build-out of the parking facility.

Recently the Town secured an agreement with representatives of Elizabeth Property Investors, LLC for the purchase of the property commonly known as 444 South Main Street, Elizabeth. The purchase price is four hundred thousand dollars (\$400,000.00) for the real property.

ANALYSIS

The acquisition of the property commonly known as 444 South Main Street, Elizabeth provides a key opportunity for connectivity between the Running Creek Trail, Running Creek Park and Main Street. Initial designs indicate that the site can accommodate up to sixty-three (63) parking spots combined with a public restroom facility. Additionally, because its location is adjacent to Spruce Street, additional opportunities exist for activities in and around the lot as well as a convenient location in which to stage parking during closures of Main Street.

STAFF RECOMMENDATION

Staff recommends the Board of Trustees authorize the mayor to execute those documents necessary to complete the transaction, and that the Town Administrator and Finance Manager be given direction to expend funds for the purchase of 444 South Main Street, Elizabeth.

BUDGET CONSIDERATIONS

Subject to further direction of the Board, the funds for the acquisition will come from the following accounts in the Capital Improvement Fund: land purchase (\$250,000); savings on Banner/Elm demolition (approx. \$55,000); unspent funds regarding the Town Event Park (approx. \$75,000); reduced spending on the Town Hall Bldg. Improvements (approx. \$25,000).

ATTACHMENTS

Resolution Authorizing the Purchase of 444 South Main Street

RESOLUTION 23R33

A RESOLUTION APPROVING THE PURCHASE OF REAL PROPERTY LOCATED AT 444 SOUTH MAIN STREET, ELIZABETH, COLORADO, FOR THE BENEFIT OF THE TOWN OF ELIZABETH

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

1. The Board of Trustees hereby approves the Purchase and Sale Agreement attached hereto as **Exhibit A**, and incorporated herein by this reference, authorizing the purchase of the property located 444 South Main Street, Elizabeth, Colorado, and authorizes the Mayor to execute any and all necessary documents regarding the purchase.

2. The Board of Trustees further authorizes the Town Administrator and/or the Finance Manager to execute any and all necessary documents regarding the purchase of said property, and to tender the appropriate sums required to complete said transaction.

PASSED, APPROVED, and ADOPTED this 8thth day of August 2023, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Nick Snively, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk

1 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
2 (CBS4-6-21) (Mandatory 1-22)

3
4 THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR
5 OTHER COUNSEL BEFORE SIGNING.
6

7 **CONTRACT TO BUY AND SELL REAL ESTATE**
8 **(LAND)**
9 **(Property with No Residences)**
10 **(Property with Residences-Residential Addendum Attached)**
11

12 Date: 07/26/2023

13 **AGREEMENT**

14 **1. AGREEMENT.** Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set
15 forth in this contract (Contract).

16 **2. PARTIES AND PROPERTY.**

17 2.1. **Buyer.** Town of Elizabeth, 151 S. Banner Street, Elizabeth, CO 80107 (Buyer) will take title
18 to the Property described below as Joint Tenants Tenants In Common Other a Colorado municipality.

19 2.2. **No Assignability.** This Contract IS NOT assignable by Buyer unless otherwise specified in **Additional Provisions**.

20 2.3. **Seller.** Elizabeth Property Investors, LLC, 33495 Greystone Circle, Elizabeth, CO 80107 (Seller) is the current
21 owner of the Property described below.

22 2.4. **Property.** The Property is the following legally described real estate in the County of _____, Colorado
23 (insert legal description):

24 Quarter: NE Section: 18 Township: 8 Range: 64 Subdivision:
25 ELIZABETH PHILLIPS ADD Block: 13 Lot: 2-6
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31 known as: 444 South Main St. Elizabeth CO 80107
32 Street Address City State Zip

33 together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of
34 Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

35 2.5. **Inclusions.** The Purchase Price includes the following items (Inclusions):

36 2.5.1. **Inclusions.** The following items, whether fixtures or personal property, are included in the Purchase Price
37 unless excluded under **Exclusions**:
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41 If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the
42 Purchase Price.

43 2.5.2. **Encumbered Inclusions.** Any Inclusions owned by Seller (i.e., owned solar panels) must be conveyed at
44 Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and
45 encumbrances, except:
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49 2.5.3. **Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other
50 applicable legal instrument.

51 2.5.4. **Leased Items.** The following personal property is currently leased to Seller which will be transferred to Buyer
52 at Closing (Leased Items):
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2.6. Exclusions. The following items are excluded (Exclusions):

2.7. Water Rights, Well Rights, Water and Sewer Taps.

2.7.1. Deeded Water Rights. The following legally described water rights:

Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.

2.7.2. Other Rights Relating to Water. The following rights relating to water not included in §§ 2.7.1., 2.7.3., 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:

2.7.3. Well Rights. Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is _____

2.7.4. Water Stock Certificates. The water stock certificates to be transferred at Closing are as follows:

2.7.5. Water and Sewer Taps. The parties agree that water and sewer taps listed below for the Property are being conveyed as part of the Purchase Price as follows:

If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.

2.7.6. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), § 2.7.4. (Water Stock Certificates), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.7.7. Water Rights Review. Buyer Does Does Not have a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the Water Rights Examination Deadline.

2.8. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	5:00 p.m.
2	§ 4	Alternative Earnest Money Deadline	
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	
4	§ 8	Record Title Objection Deadline	

5	§ 8	Off-Record Title Deadline	
6	§ 8	Off-Record Title Objection Deadline	
7	§ 8	Title Resolution Deadline	
8	§ 8	Third Party Right to Purchase/Approve Deadline	
		Owners' Association	
9	§ 7	Association Documents Deadline	
10	§ 7	Association Documents Termination Deadline	
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	8/10/2023
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	
		Loan and Credit	
13	§ 5	New Loan Application Deadline	
14	§ 5	New Loan Terms Deadline	
15	§ 5	New Loan Availability Deadline	
16	§ 5	Buyer's Credit Information Deadline	
17	§ 5	Disapproval of Buyer's Credit Information Deadline	
18	§ 5	Existing Loan Deadline	
19	§ 5	Existing Loan Termination Deadline	
20	§ 5	Loan Transfer Approval Deadline	
21	§ 4	Seller or Private Financing Deadline	
		Appraisal	
22	§ 6	Appraisal Deadline	
23	§ 6	Appraisal Objection Deadline	
24	§ 6	Appraisal Resolution Deadline	
		Survey	
25	§ 9	New ILC or New Survey Deadline	
26	§ 9	New ILC or New Survey Objection Deadline	
27	§ 9	New ILC or New Survey Resolution Deadline	
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	
29	§ 8	Mineral Rights Examination Deadline	
30	§ 10	Inspection Termination Deadline	8/17/23
31	§ 10	Inspection Objection Deadline	8/20/23
32	§ 10	Inspection Resolution Deadline	8/25/23
33	§ 10	Property Insurance Termination Deadline	8/25/23
34	§ 10	Due Diligence Documents Delivery Deadline	8/17/23
35	§ 10	Due Diligence Documents Objection Deadline	8/20/23
36	§ 10	Due Diligence Documents Resolution Deadline	8/25/23
37	§ 10	Environmental Inspection Termination Deadline	
38	§ 10	ADA Evaluation Termination Deadline	
39	§ 10	Conditional Sale Deadline	
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	
41	§ 11	Estoppel Statements Deadline	
42	§ 11	Estoppel Statements Termination Deadline	
		Closing and Possession	
43	§ 12	Closing Date	8/25/23
44	§ 17	Possession Date	8/25/23
45	§ 17	Possession Time	12:01 p.m.
46	§ 27	Acceptance Deadline Date	8/25/23
47	§ 27	Acceptance Deadline Time	12:01 p.m.

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3.2. **Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box

107 checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of
108 "None", such provision means that "None" applies.

109 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The
110 abbreviation "N/A" as used in this Contract means not applicable.

111 **3.3. Day; Computation of Period of Days; Deadlines.**

112 **3.3.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States
113 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1.
114 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end
115 on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of**
116 **Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

117 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the
118 ending date is not specified, the first day is excluded and the last day is included.

119 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such
120 deadline Will Will Not be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked
121 the deadline will not be extended.

122 **4. PURCHASE PRICE AND TERMS.**

123 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ 400,000	
2	.			\$
3	.			\$
4	.			\$
5	.			\$
6	.			\$
7				
8				
9	§ 4.4.	Cash at Closing		\$ 400,000
10		TOTAL	\$ 400,000	\$ 400,000

124 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ 0 (Seller Concession). The Seller
125 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender
126 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller
127 Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any
128 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer
129 elsewhere in this Contract.

130 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a _____, will be
131 payable to and held by _____ (Earnest Money Holder), in its trust account, on behalf of
132 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree
133 to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the
134 company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to
135 have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado
136 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest
137 Money Holder in this transaction will be transferred to such fund.

138 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the
139 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

140 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled
141 to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided
142 in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate,
143 Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release
144 form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23
145 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release
146 form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money
147 Release form), within three days of Buyer's receipt.

148 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the
149 Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "If Seller
150 is in Default", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

151 4.3.2.2. **Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the
152 Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "If Buyer
153 is in Default, § 20.1. and § 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.

154 4.4. **Form of Funds; Time of Payment; Available Funds.**

155 4.4.1. **Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
156 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
157 check, savings and loan teller's check and cashier's check (Good Funds).

158 4.4.2. **Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at
159 Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH**
160 **NONPAYING PARTY WILL BE IN DEFAULT.**

161 4.4.3. **Available Funds.** Buyer represents that Buyer, as of the date of this Contract, **Does** **Does Not** have
162 funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

163 4.5. **New Loan.**

164 4.5.1. **Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable,
165 must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

166 4.5.2. **Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to
167 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 29 (Additional
168 Provisions).

169 4.5.3. **Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:
170 **Conventional** **Other** _____

171 4.6. **Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance
172 set forth in § 4.1. (Price and Terms), presently payable at \$ _____ per _____ including principal and interest
173 presently at the rate of _____ % per annum and also including escrow for the following as indicated: **Real Estate Taxes**
174 **Property Insurance Premium** and _____.

175 Buyer agrees to pay a loan transfer fee not to exceed \$ _____. At the time of assumption, the new interest rate will
176 not exceed _____ % per annum and the new payment will not exceed \$ _____ per _____ principal and
177 interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which
178 causes the amount of cash required from Buyer at Closing to be increased by more than \$ _____, or if any other terms or
179 provisions of the loan change, Buyer has the Right to Terminate under § 24.1. on or before **Closing Date.**

180 Seller **Will** **Will Not** be released from liability on said loan. If applicable, compliance with the requirements for release
181 from liability will be evidenced by delivery on or before **Loan Transfer Approval Deadline** at **Closing** of an appropriate
182 letter of commitment from lender. Any cost payable for release of liability will be paid by _____ in an amount
183 not to exceed \$ _____.

184 4.7. **Seller or Private Financing.**

185 **WARNING:** Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers
186 and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed
187 Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing,
188 including whether or not a party is exempt from the law.

189 4.7.1. **Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing, **Buyer**
190 **Seller** will deliver the proposed Seller financing documents to the other party on or before _____ days before **Seller or**
191 **Private Financing Deadline.**

192 4.7.1.1. **Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon
193 Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost,
194 and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline,**
195 if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

196 4.7.2. **Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private
197 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its
198 availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1., on or before **Seller**
199 **or Private Financing Deadline,** if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

200 **TRANSACTION PROVISIONS**

201 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

202 5.1. **New Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New
203 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable
204 by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

205 5.2. **New Loan Terms; New Loan Availability.**

206 **5.2.1. New Loan Terms.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
207 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest
208 rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit
209 of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not
210 satisfactory to Buyer, in Buyer's sole subjective discretion.

211 **5.2.2. New Loan Availability.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
212 conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's
213 New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan**
214 **Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the
215 New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property
216 Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS**
217 **NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S**
218 **EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title,
219 Survey).

220 **5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit
221 of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective
222 discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information
223 and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents
224 that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller
225 must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at
226 Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If
227 Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to
228 Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.

229 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan
230 documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer,
231 this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to
232 Terminate under § 24.1., on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan
233 documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is
234 conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's
235 approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right
236 to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under
237 such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

238 6. APPRAISAL PROVISIONS.

239 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on
240 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth
241 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be
242 valued at the Appraised Value.

243 **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in
244 § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

245 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
246 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**
247 **Objection Deadline**:

248 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
249 or

250 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
251 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

252 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**
253 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**
254 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of
255 the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**)

256 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,
257 including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting),
258 beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following
259 Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written
260 agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the
261 satisfaction of the Lender Property Requirements is waived in writing by Buyer.

262 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by Buyer
263 Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's
264 agent or all three.

265 **7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more Common Interest
266 Communities and subject to one or more declarations (Association).

267 **7.1. Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A COMMON**
268 **INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF**
269 **THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE**
270 **COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE**
271 **ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL**
272 **OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS**
273 **OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD**
274 **PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS**
275 **AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING**
276 **CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A**
277 **COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF**
278 **PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL**
279 **OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE**
280 **DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE**
281 **ASSOCIATION.**

282 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),
283 at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association
284 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt
285 of the Association Documents, regardless of who provides such documents.

286 **7.3. Association Documents.** Association documents (Association Documents) consist of the following:

287 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,
288 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209 5,
289 C.R.S.;

290 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;
291 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual
292 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding
293 minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

294 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,
295 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must
296 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed
297 (Association Insurance Documents);

298 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as
299 disclosed in the Association's last Annual Disclosure;

300 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget
301 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for
302 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent
303 available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the
304 Association's community association manager or Association will charge in connection with the Closing including, but not limited
305 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for
306 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of
307 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and
308 7.3.5., collectively, Financial Documents);

309 **7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303 5,
310 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction
311 Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2.
312 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common
313 elements or limited common elements of the Association property.

314 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to
315 Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in
316 any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after
317 **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to
318 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive
319 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**

320 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to
321 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right
322 to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

323 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

324 **8.1. Evidence of Record Title.**

325 **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance
326 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish
327 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price,
328 or if this box is checked, an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued
329 and delivered to Buyer as soon as practicable at or after Closing.

330 **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance
331 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to
332 Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
333 If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

334 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment **Will** **Will Not** contain Owner's
335 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions
336 which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap
337 period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes,
338 assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by
339 **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller** **Other** _____.
340 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
341 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,
342 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under
343 § 8.7. (Right to Object to Title, Resolution).

344 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
345 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such
346 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
347 Documents).

348 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
349 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
350 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
351 party or parties obligated to pay for the owner's title insurance policy.

352 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
353 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

354 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
355 Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's
356 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or
357 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title
358 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment
359 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to
360 Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any
361 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,
362 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,
363 pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object
364 to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1.
365 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable
366 deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title
367 Documents as satisfactory.

368 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
369 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without
370 limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which
371 Seller has actual knowledge (Off-Record Matters). This Section excludes any New ILC or New Survey governed under § 9 (New
372 ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown
373 by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of
374 Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2.
375 (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record
376 Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the
377 earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice

378 to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the
379 provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice
380 of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if
381 any, of third parties not shown by public records of which Buyer has actual knowledge.

382 **8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION**
383 **INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE**
384 **PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK**
385 **FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE**
386 **CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH**
387 **INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE**
388 **SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY**
389 **TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING**
390 **FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND**
391 **RECORDER, OR THE COUNTY ASSESSOR.**

392 **8.5. Tax Certificate.** A tax certificate paid for by Seller Buyer, for the Property listing any special taxing districts
393 that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located
394 within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may
395 terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**,
396 Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before
397 ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate
398 would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on
399 or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Tax
400 Certificate and the inclusion of the Property in a special taxing district, if applicable, as satisfactory and Buyer waives any Right to
401 Terminate under this provision. If Buyer's loan specified in § 4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax
402 Certificate, the Tax Certificate will be paid for by Seller.

403 **8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property (e.g., right of first
404 refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a
405 right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of
406 such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase
407 is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly
408 notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred
409 on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in
410 writing, details of any Third Party Right to Purchase the Property on or before the **Record Title Deadline**.

411 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion,
412 based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Special Taxing
413 District) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or
414 before the applicable deadline, Buyer has the following options:

415 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of
416 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or
417 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives
418 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and
419 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the **Record Title**
420 **Deadline** or the **Off-Record Title Deadline**, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the
421 **Title Resolution Deadline** also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the
422 applicable documents; or

423 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or before
424 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

425 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
426 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
427 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
428 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various
429 laws and governmental regulations concerning land use, development and environmental matters.

430 **8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**
431 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF**
432 **THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**
433 **RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**
434 **ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM**
435 **RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,**
436 **GAS OR WATER.**

437 8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO
438 ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A
439 MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND
440 RECORDER.

441 8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT
442 TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION
443 OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING
444 OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

445 8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL
446 INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING
447 DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL
448 AND GAS CONSERVATION COMMISSION.

449 8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or
450 not covered by the owner's title insurance policy.

451 8.9. Mineral Rights Review. Buyer Does Does Not have a Right to Terminate if examination of the Mineral
452 Rights is unsatisfactory to Buyer on or before the Mineral Rights Examination Deadline.

453 9. NEW ILC, NEW SURVEY.

454 9.1. New ILC or New Survey. If the box is checked, (1) New Improvement Location Certificate (New ILC); or, (2)
455 New Survey in the form of _____; is required and the following will apply:

456 9.1.1. Ordering of New ILC or New Survey. Seller Buyer will order the New ILC or New Survey. The
457 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date
458 after the date of this Contract.

459 9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before
460 Closing, by: Seller Buyer or:

461
462
463 9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of
464 the opinion of title if an Abstract of Title) and _____ will receive a New ILC or New Survey on or before New
465 ILC or New Survey Deadline.

466 9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to
467 all those who are to receive the New ILC or New Survey.

468 9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New
469 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the New ILC or New
470 Survey Objection Deadline. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to
471 Seller incurring any cost for the same.

472 9.3. New ILC or New Survey Objection. Buyer has the right to review and object based on the New ILC or New Survey.
473 If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,
474 Buyer may, on or before New ILC or New Survey Objection Deadline, notwithstanding § 8.3. or § 13:

475 9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

476 9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be
477 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

478 9.3.3. New ILC or New Survey Resolution. If a New ILC or New Survey Objection is received by Seller, on or
479 before New ILC or New Survey Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on
480 or before New ILC or New Survey Resolution Deadline, this Contract will terminate on expiration of the New ILC or New Survey
481 Resolution Deadline, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such
482 termination (i.e., on or before expiration of New ILC or New Survey Resolution Deadline).

483 **DISCLOSURE, INSPECTION AND DUE DILIGENCE**

484 10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF
485 WATER.

486 10.1. Seller's Property Disclosure. On or before Seller's Property Disclosure Deadline, Seller agrees to deliver to Buyer
487 the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller
488 to Seller's actual knowledge and current as of the date of this Contract.

489 10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer
490 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material
491 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely

disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. Inspection Termination. On or before the **Inspection Termination Deadline**, notify Seller in writing pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

10.3.2. Inspection Objection. On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property.

10.5. Insurability. Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

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10.6. Due Diligence.

10.6.1. Due Diligence Documents. Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

10.6.1.1. Occupancy Agreements. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.4., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer Will Will Not assume the Seller's obligations under such leases for the Leased Items (§ 2.5.4., Leased Items).

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.2. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer Will Will Not assume the debt on the Encumbered Inclusions (§ 2.5.2., Encumbered Inclusions).

10.6.1.4. Other Documents. If the respective box is checked, Seller agrees to additionally deliver copies of the following:

10.6.1.4.1. All contracts relating to the operation, maintenance and management of the Property;

10.6.1.4.2. Property tax bills for the last _____ years;

- 551 10.6.1.4.3. As-built construction plans to the Property and the tenant improvements, including
552 architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the
553 extent now available;
- 554 10.6.1.4.4. A list of all Inclusions to be conveyed to Buyer;
- 555 10.6.1.4.5. Operating statements for the past _____ years;
- 556 10.6.1.4.6. A rent roll accurate and correct to the date of this Contract;
- 557 10.6.1.4.7. A schedule of any tenant improvement work Seller is obligated to complete but
558 has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;
- 559 10.6.1.4.8. All insurance policies pertaining to the Property and copies of any claims which
560 have been made for the past _____ years;
- 561 10.6.1.4.9. Soils reports, surveys and engineering reports or data pertaining to the Property (if
562 not delivered earlier under § 8.3.);
- 563 10.6.1.4.10. Any and all existing documentation and reports regarding Phase I and II
564 environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos,
565 PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no
566 reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to
567 Seller;
- 568 10.6.1.4.11. Any *Americans with Disabilities Act* reports, studies or surveys concerning the
569 compliance of the Property with said Act;
- 570 10.6.1.4.12. All permits, licenses and other building or use authorizations issued by any
571 governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use
572 authorizations, if any; and
- 573 10.6.1.4.13. Other:
- 574
575
576
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579

580 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object based on the Due
581 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective
582 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

583 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
584 or

585 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any
586 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

587 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by
588 Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement
589 thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents**
590 **Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such
591 termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

592 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection**
593 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over
594 the Property, in Buyer's sole subjective discretion.

595 **10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the
596 Property including Phase I and Phase II Environmental Site Assessments, as applicable. Seller Buyer will order or provide
597 **Phase I Environmental Site Assessment, Phase II Environmental Site Assessment** (compliant with most current version of the
598 applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or _____
599 at the expense of Seller Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an
600 evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and
601 evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's
602 tenants' business uses of the Property, if any.

603 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental**
604 **Inspection Termination Deadline** will be extended by _____ days (Extended Environmental Inspection
605 Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the
606 **Closing Date** will be extended a like period of time. In such event, Seller Buyer must pay the cost for such Phase II
607 Environmental Site Assessment.

608 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the
609 Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended

610 Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole
611 subjective discretion.

612 Buyer has the Right to Terminate under § 24.1., on or before ADA Evaluation Termination Deadline, based on any
613 unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

614 10.7. **Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property
615 owned by Buyer and commonly known as _____ Buyer has
616 the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before Conditional Sale
617 Deadline if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not
618 receive Buyer's Notice to Terminate on or before Conditional Sale Deadline, Buyer waives any Right to Terminate under this
619 provision.

620 10.8. **Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer Does Does Not
621 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for
622 the Property. There is No Well. Buyer Does Does Not acknowledge receipt of a copy of the current well permit.
623 Note to Buyer: **SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND**
624 **WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO**
625 **DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

626 10.9. **Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned
627 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease
628 or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into
629 any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld
630 or delayed.

631 10.10. **Lead-Based Paint.** [Intentionally Deleted - See Residential Addendum if applicable]

632 10.11. **Carbon Monoxide Alarms.** [Intentionally Deleted - See Residential Addendum if applicable]

633 10.12. **Methamphetamine Disclosure.** [Intentionally Deleted - See Residential Addendum if applicable]

634 11. **TENANT ESTOPPEL STATEMENTS.**

635 11.1. **Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must
636 request from all tenants of the Property and if received by Seller, deliver to Buyer on or before Estoppel Statements Deadline,
637 statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement)
638 attached to a copy of the Lease stating:

639 11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;

640 11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or
641 amendments;

642 11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

643 11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;

644 11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and

645 11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease
646 demising the premises it describes.

647 11.2. **Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property a completed signed
648 Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents
649 required § 11.1. above and deliver the same to Buyer on or before Estoppel Statements Deadline.

650 11.3. **Estoppel Statements Termination.** Buyer has the Right to Terminate under § 24.1., on or before Estoppel
651 Statements Termination Deadline, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if
652 Seller fails to deliver the Estoppel Statements on or before Estoppel Statements Deadline. Buyer also has the unilateral right to
653 waive any unsatisfactory Estoppel Statement.

654

CLOSING PROVISIONS

655 12. **CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

656 12.1. **Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable
657 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is
658 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a
659 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any
660 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and
661 Seller will sign and complete all customary or reasonably required documents at or before Closing.

662 12.2. **Closing Instructions.** Colorado Real Estate Commission's Closing Instructions Are Are Not executed with
663 this Contract.

664 12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
665 the Closing Date or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to
666 Buyer. The hour and place of Closing will be as designated by _____

667 12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between
668 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

669 12.5. Assignment of Leases. Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer
670 must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such
671 leases for the Leased Items accepted by Buyer pursuant to § 2.5.4. (Leased Items).

672 13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender
673 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:
674 special warranty deed general warranty deed bargain and sale deed quit claim deed personal representative's deed
675 _____ deed. Seller, provided another deed is not selected, must execute and deliver a good and
676 sufficient special warranty deed to Buyer, at Closing.

677 Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general
678 warranty deed, title will be conveyed "subject to statutory exceptions" as defined in § 38-30-113(5)(a), C.R.S.

679 14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens
680 or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special
681 improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid
682 at or before Closing by Seller from the proceeds of this transaction or from any other source.

683 15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND
684 WITHHOLDING.

685 15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
686 to be paid at Closing, except as otherwise provided herein.

687 15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by Buyer Seller
688 One-Half by Buyer and One-Half by Seller Other _____

689 15.3. Association Fees and Required Disbursements. At least fourteen days prior to Closing Date, Seller agrees to
690 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees
691 associated with or specified in the Status Letter will be paid as follows:

692 15.3.1. Status Letter Fee. Any fee incident to the issuance of Association's Status Letter must be paid by Buyer
693 Seller One-Half by Buyer and One-Half by Seller N/A.

694 15.3.2. Record Change Fee. Any Record Change Fee must be paid by Buyer Seller One-Half by Buyer
695 and One-Half by Seller N/A.

696 15.3.3. Assessments, Reserves or Working Capital. All assessments required to be paid in advance (other than
697 Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid
698 by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

699 15.3.4. Other Fees. Any other fee listed in the Status Letter as required to be paid at Closing will be paid by
700 Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

701 15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by Buyer Seller One-Half by
702 Buyer and One-Half by Seller N/A.

703 15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by
704 Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

705 15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,
706 such as community association fees, developer fees and foundation fees, must be paid at Closing by Buyer Seller
707 One-Half by Buyer and One-Half by Seller N/A.

708 15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
709 \$ _____ for:

710 Water Stock/Certificates Water District
711 Augmentation Membership Small Domestic Water Company _____
712 and must be paid at Closing by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

713 15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be
714 paid by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

715 15.9. FIRPTA and Colorado Withholding.

716 15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be
717 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the
718 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller IS a foreign
719 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign

720 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably
721 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to
722 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or
723 if an exemption exists.

724 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds
725 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to
726 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding
727 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's
728 tax advisor to determine if withholding applies or if an exemption exists.

729 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.**

730 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

731 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes
732 for the year of Closing, based on **Taxes for the Calendar Year Immediately Preceding Closing** **Most Recent Mill Levy**
733 **and Most Recent Assessed Valuation**, **Other** _____

734 **16.1.2. Rents.** Rents based on **Rents Actually Received** **Accrued**. At Closing, Seller will transfer or credit
735 to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in
736 writing of such transfer and of the transferee's name and address.

737 **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and _____

738 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

739 **16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
740 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance
741 by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer
742 acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special
743 assessment assessed prior to **Closing Date** by the Association will be the obligation of **Buyer** **Seller**. Except however, any
744 special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether
745 assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents
746 there are no unpaid regular or special assessments against the Property except the current regular assessments and
747 _____ Association Assessments are subject to change as provided in the Governing Documents.

748 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**,
749 subject to the Leases as set forth in § 10.6.1.1.

750 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally
751 liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ 0 per day (or any part of a day
752 notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

753

GENERAL PROVISIONS

754 **18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**
755 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the
756 condition existing as of the date of this Contract, ordinary wear and tear excepted.

757 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss
758 prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the
759 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,
760 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on
761 or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect
762 to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were
763 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any
764 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received
765 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to
766 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's
767 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney
768 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such
769 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

770 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),
771 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date
772 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion
773 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or

774 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by
775 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before
776 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the
777 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must
778 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive
779 Closing.

780 **18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
781 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
782 action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's
783 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
784 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
785 of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

786 **18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
787 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

788 **18.5. Home Warranty. [Intentionally Deleted]**

789 **18.6. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne
790 by the party entitled to the growing crops as provided in § 2.8. and such party is entitled to such insurance proceeds or benefits for
791 the growing crops.

792 **19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that
793 their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination
794 of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal
795 and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded
796 in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be
797 engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must
798 be complied with.

799
800 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.
801 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored
802 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party
803 has the following remedies:

804 **20.1. If Buyer is in Default:**

805 **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
806 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the
807 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat
808 this Contract as being in full force and effect and Seller has the right to recover damages.

809 **20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked.** Seller may
810 cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that
811 the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is
812 fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to
813 perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

814 **20.2. If Seller is in Default:**

815 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case
816 all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.
817 Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after
818 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance
819 or damages, or both.

820 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to
821 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or
822 repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such
823 failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this
824 Contract are reserved and survive Closing.

825 **21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration
826 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all
827 reasonable costs and expenses, including attorney fees, legal fees and expenses.

828 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties
829 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps

830 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
831 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
832 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
833 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that
834 party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a
835 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This
836 Section will not alter any date in this Contract, unless otherwise agreed.

837 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
838 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
839 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective
840 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest
841 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
842 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of
843 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one
844 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest
845 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time
846 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the
847 obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

848 **24. TERMINATION.**

849 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
850 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
851 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
852 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
853 and waives the Right to Terminate under such provision.

854 **24.2. Effect of Termination.** In the event this Contract is terminated, and all Earnest Money received hereunder is timely
855 returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

856 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
857 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining
858 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms
859 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or
860 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.
861 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

862 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

863 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in
864 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or
865 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing
866 must be received by the party, not Broker or Brokerage Firm).

867 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or
868 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
869 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not
870 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or _____.

871 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
872 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
873 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

874 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
875 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
876 located in Colorado.

877 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
878 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before
879 **Acceptance Deadline Date and Acceptance Deadline Time.** If accepted, this document will become a contract between Seller and

880 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such
881 copies taken together are deemed to be a full and complete contract between the parties.

882 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited
883 to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance,**
884 **Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability Due**
885 **Diligence and Source of Water.**

886 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

887 **29. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
888 Commission.) The parties hereto have agree that the following sections of this document are inapplicable:

- 889 Sections 2.5 through 2.7.7
890 4.2 through 4.3.2.2 and 4.5 through 4.7.2
891 Sections 5 through 7 in their entirety.
892 Section 9 in its entirety.
893 Sections 10.6.1.4.3 through 10.6.1.4.13
894 Section 11 in its entirety
895 Sections 15.3 through 15.8
896 Sections 16, 18, and 23 in their entirety.

895 Seller agrees to pay all property taxes for only the year 2023 on the property at issue.

896 Buyer acknowledges it has the following rights, but waives such rights for the purpose of this contract:

- 897 - Right to inspect the property prior to closing
898 - Right to order its own ILC and/or New Survey of the property
899 - Right to order an appraisal of the property prior to closing

900 **30. OTHER DOCUMENTS.**

901 **30.1. Documents Part of Contract.** The following documents are a part of this Contract:

- 902
903
904
905
906
907
908

30.2. Documents Not Part of Contract. The following documents have been provided but are not a part of this Contract:

- Closing Instructions
General Warranty Deed
Seller's Property Disclosure

909 **SIGNATURES**

910 Buyer's Name: _____ Buyer's Name: _____

Buyer's Signature _____ Date _____

Buyer's Signature _____ Date _____

Address: _____

Address: _____

Phone No.: _____

Phone No.: _____

Fax No.: _____

Fax No.: _____

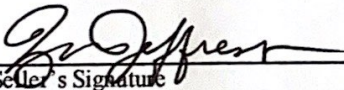
Email Address: _____

Email Address: _____

911 **[NOTE: If this offer is being countered or rejected, do not sign this document.]**

Seller's Name: Elizabeth Property Investors, LLC
BRANDON JEFFREES

Seller's Name: _____

 8-2-23
Seller's Signature Date

Seller's Signature Date

Address: 33495 Greystone Cir
Elizabeth, CO 80107
Phone No.: 317-748-9000
Fax No.: _____
Email Address: brandon@tripleCorkWinery.com

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

912

913

END OF CONTRACT TO BUY AND SELL REAL ESTATE



TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor, Mayor Pro Tem, and Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: August 8, 2023
SUBJECT: Proposed Elizabeth Community and Senior Center Plan Selection

BACKGROUND

In late 2021 several discussions occurred regarding the prospects of establishing a community and/or senior center in Elizabeth. The potential need and usefulness of such a facility began as a grassroots effort to prepare and provide meals to Seniors in a location separate from the American Legion. Over the first several months of 2022 various options were explored by Staff, including the prospects of using the former Frontier High School, acquiring an existing building in the community with the associated upgrades and other expenses, and partnering with churches or other organizations within the community. While options were available, they lacked some of the fundamental requirements for a community or senior center, such as ADA accessibility, which would require substantial expenses to bring any existing building into conformity with existing building codes, as well as State and Federal law.

In February 2022 the Town of Elizabeth partnered with DOLA and the University of Colorado – Denver’s University Technical Assistance Program to have architectural drawings completed with possible facility designs. The point of contract with the University of Colorado – Denver was Jeff Wood who began the process of coordinating with students of the program and establishing a survey to identify the actual and perceived needs within the community. Ultimately, there were over 175 responses to the survey, with a majority of respondents supporting the establishment of the facility.

During this same time period, Bill Mock and Staff met with Blake Sigler and Sean Vanous from ECCOG, Debbi Haynie and Shannon Rutt from the Castle Rock Senior Activity Center and representatives from the Parker Senior Center. These individuals provided vital information with regard to what they would have considered important in the creation of a senior center, based on their current operations and the build-out of their programs over the past years of operations.

Town Hall meetings were held on Saturday, February 18, 2023, and Wednesday February 22, 2023, to obtain feedback from the designs created by the Technical Assistance Program students. Over 80 participants attended the meetings to provide advice, guidance, criticism, and technical advice. All comments and questions were reviewed by students, following the meetings, and substantial changes were made to all sets of plans to reflect the public’s recommendations.

On June 28, 2023, the final public meeting was held to review the updated plans. A total of four (4) sets of plans were presented [identified as A through D]. The purpose of the final meeting was to demonstrate the changes to the plans, and, if possible, conduct an informal vote as to the participant's plan preference moving forward. Plan D received the most comment and the most support from those in attendance.¹

ANALYSIS

The students from the Technical Assistance Program have completed all tasks related to their agreement with the Town and have provided four (4) original designs for consideration. The plans are the culmination of surveys from the public, two (2) design meetings with the public, countless hours of work, and the final design meeting. While each design is individual and unique, each also provides all of the amenities that were deemed essential in the early design stages.

Staff now requires direction as to which set of plans should be accepted for the next steps of development of the facility. The upcoming steps would include funding, location, engineering designs, and related matters. These are all dependent upon the plans chosen, and as such, this project cannot proceed without this next step.

STAFF RECOMMENDATION

Staff takes no position with regard to the plans to be selected. All plans meet the requirements of a community and/or senior center for the Town of Elizabeth. The choice of plans at this time are based on overall design, curb appeal, and architectural opinions.

BUDGET CONSIDERATIONS

There are no specific budget considerations to be considered with the choice of plans. All designs are comparable in cost and are still dependent upon land acquisition and other expenses. Overall, the intent is to fund a majority of this project through a combination of state and federal funds.

ATTACHMENTS

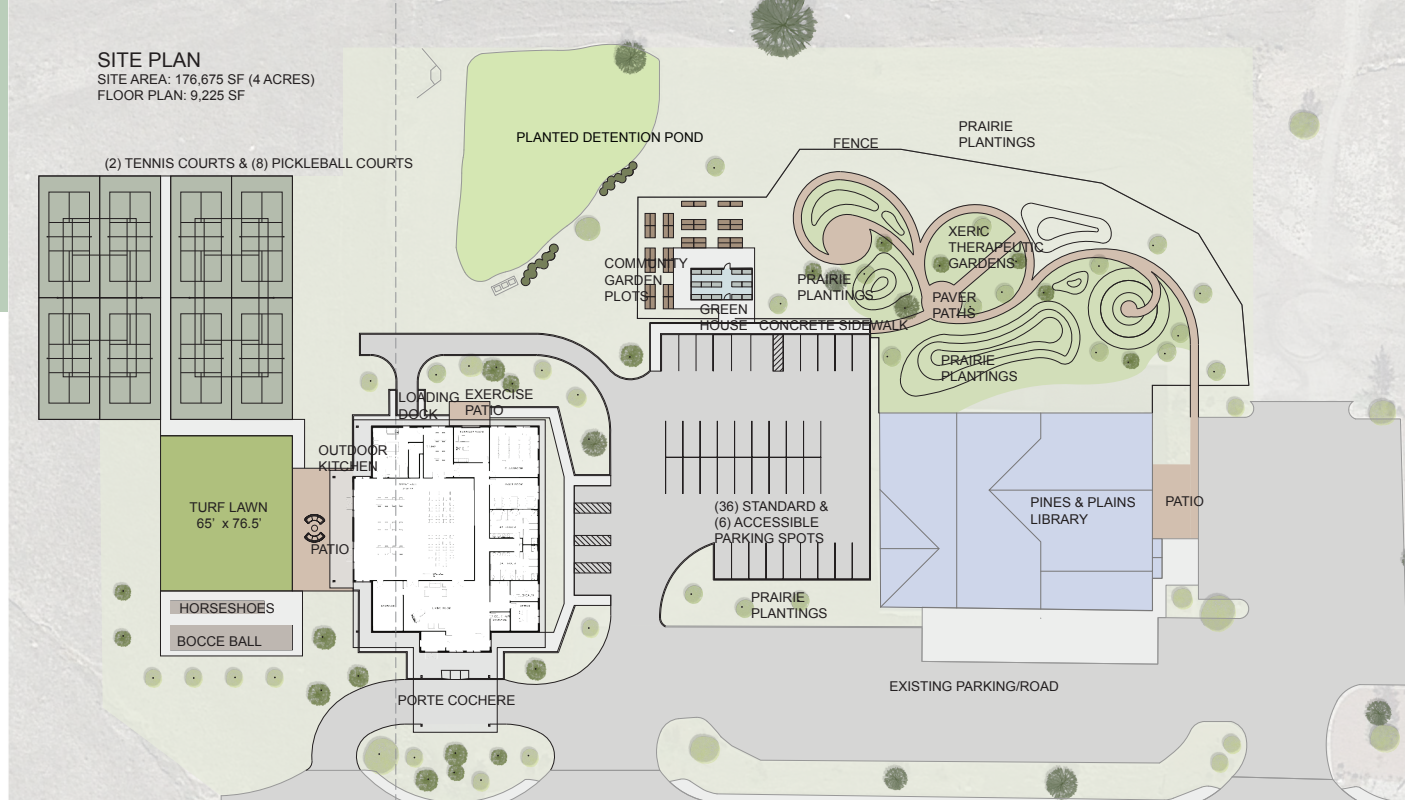
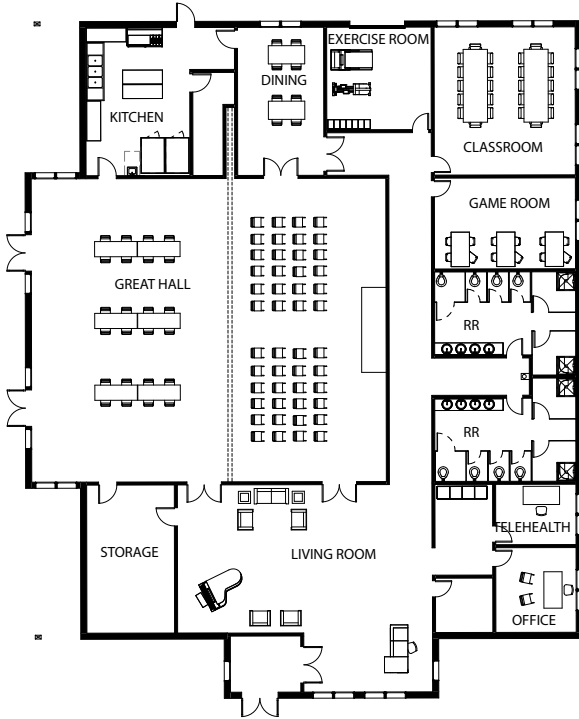
Plans A through D.

¹ It should be noted that each set of plans would meet the needs of the Town and the broader community of Elizabeth. All plans provide an oversized functional kitchen, a large meeting area, amenities associated with game rooms and/or classrooms, are designed for both staff and visitor ADA needs, and would function as a shelter in the event of a larger community emergency.

ELIZABETH SENIOR AND COMMUNITY CENTER

SCHEME A

FLOOR PLAN
TOTAL SQ. FT.: 9,200



COLORADO
Department of Local Affairs



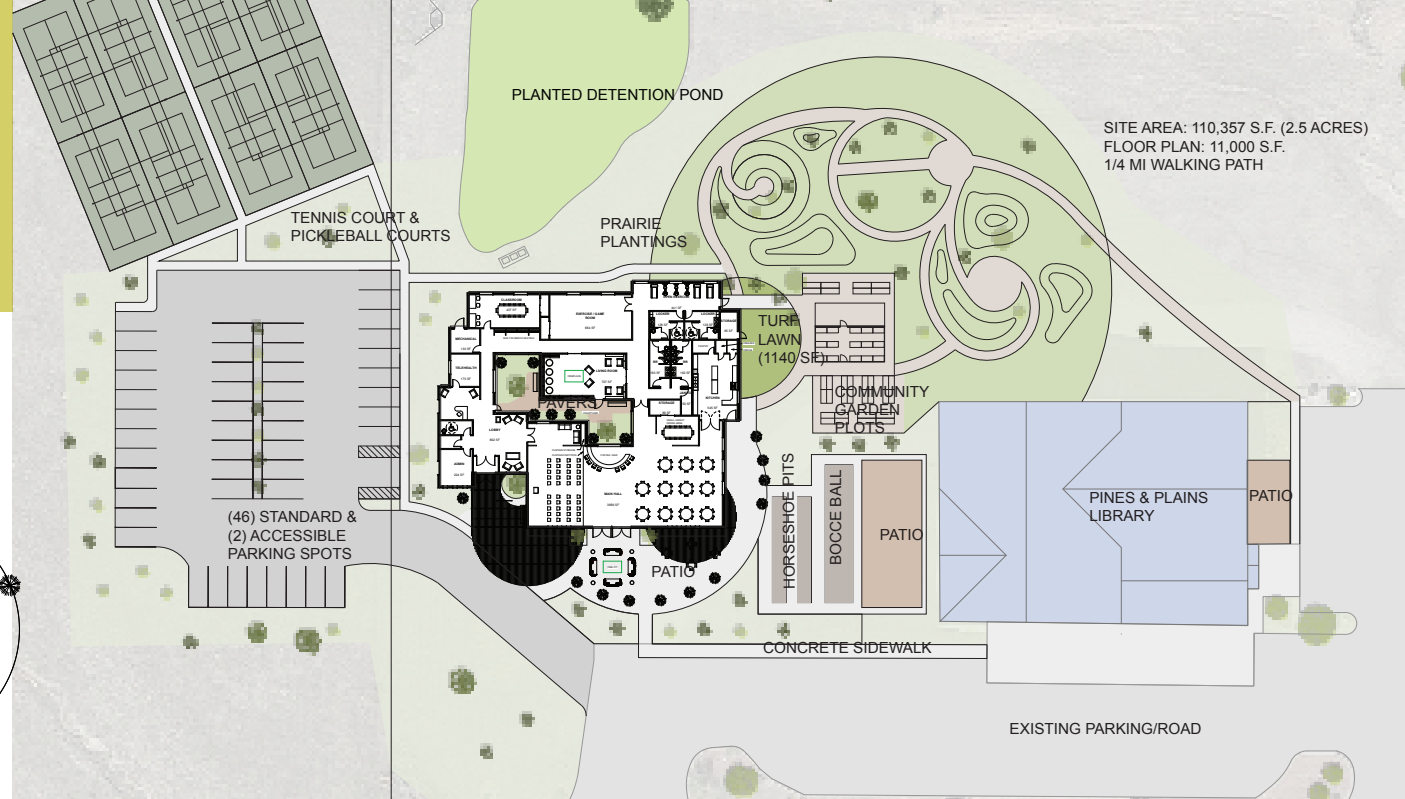
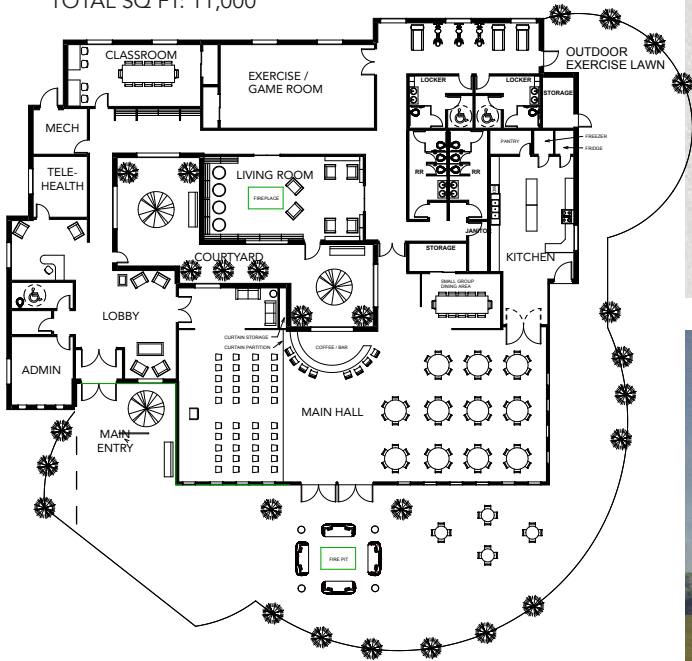
University of Colorado
Denver



ELIZABETH SENIOR AND COMMUNITY CENTER

SCHEME B

FLOOR PLAN
TOTAL SQ. FT: 11,000



SITE AREA: 110,357 S.F. (2.5 ACRES)
FLOOR PLAN: 11,000 S.F.
1/4 MI WALKING PATH



COLORADO
Department of Local Affairs



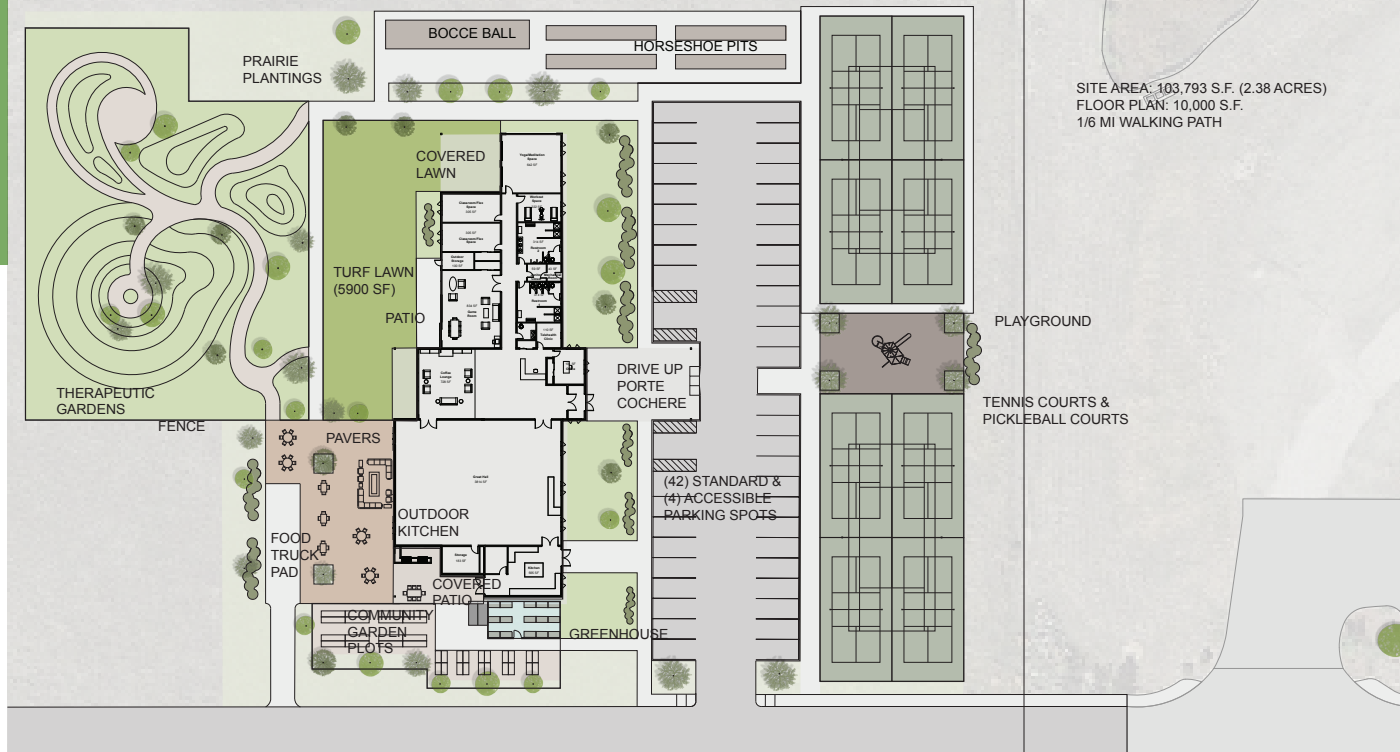
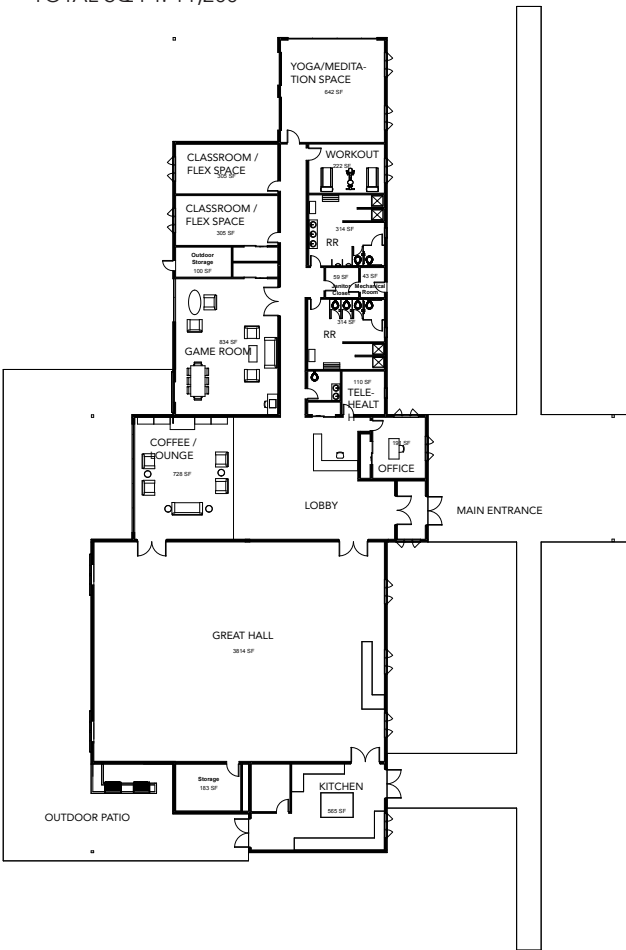
University of Colorado
Denver



ELIZABETH SENIOR AND COMMUNITY CENTER

SCHEME C

FLOOR PLAN
TOTAL SQ. FT.: 11,200



COLORADO
Department of Local Affairs



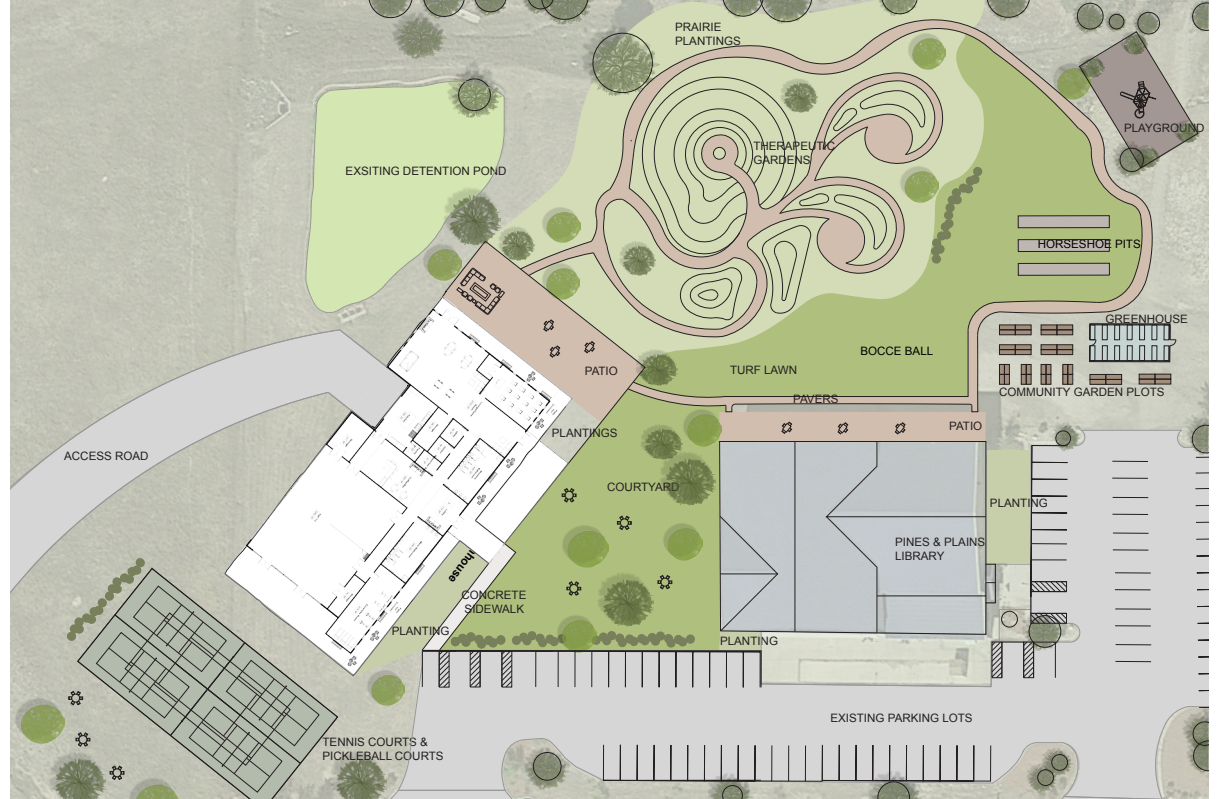
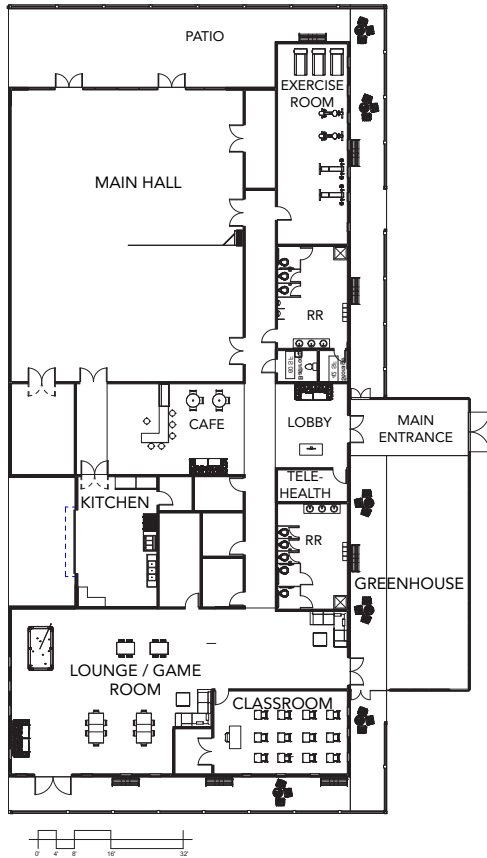
University of Colorado
Denver



ELIZABETH SENIOR AND COMMUNITY CENTER

SCHEME D

FLOOR PLAN
TOTAL SQ. FT.: 12,000



COLORADO
Department of Local Affairs



University of Colorado
Denver





TO: Honorable Mayor and Board of Trustees
FROM: Zach Higgins, AICP Community Development Director
DATE: August 08, 2023
SUBJECT: Town of Elizabeth – Façade Grant Program

SUMMARY

Staff is seeking general direction regarding the potential development of a Town of Elizabeth Façade Grant Program. The Historic Advisory Board and Main Street Board of Directors have both made formal recommendations that the Board of Trustees consider creation of a Town of Elizabeth Façade Grant Program. The Historic Advisory Board (HAB) sees this as an opportunity not only see general enhancement of historic properties in the Town, but also providing an incentive to be within a future historic district or on the Town’s historic register. The Main Street Board of Directors (MSBOD) believes this to be an opportunity to assist local businesses on Main Street in an impactful way that could drive additional traffic through their doors, as well as enhancing the overall appearance of Main Street.

Staff has provided two examples of façade improvement grant programs from other Colorado communities. Some things to consider if the Town is to pursue its own program include:

- Who is eligible (commercial and/or non-commercial properties) (historic or non-historic)?
- Is this targeted to a specific area or areas in Town?
- Is there a matching component and what is that ratio?
- Is the funding match different for registered and non-registered properties?
- What work is eligible?
- How much funding is available and for what period?
- What government bodies will manage/approve funding requests?
- Other factors to be considered after additional considerations are given.

The HAB and MSBOD would like to be involved in the creation and management of any future façade grant program as this would directly relate to their individual missions. If the Board of Trustees would like to move forward with the creation of this program, Staff would work with the HAB, MSBOD, and BOT over the coming months with an intent to be ready for a rollout in the first quarter of 2024.



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

RECOMMENDATION

Town Staff recommends the Board of Trustees give Staff general direction regarding potential creation of a Town of Elizabeth Façade Grant Program.

ATTACHMENT(S)

Brush - Façade Grant Program Example

Montrose - Façade Grant Program Example

Facade Grant

Façade Enhancement Grant Program Description

Façade Enhancement Grant Program Guidelines and Application



Before submitting an application, please read the guidelines carefully.

Guidelines are included within the link above or below for your convenience.

NOTE: The Façade Grant Program has been revised for 2023 as part of the Brush! C.A.R.E.S. Program

The City of Brush! Community Development Department, in partnership with the Brush Area Chamber of Commerce Design Committee, in their continuing effort to support the development of local small commercial and retail businesses facilitate the Façade Enhancement Grant Program for all business owners and operators within the City limits. The following outlines the details of The City of Brush! Façade Enhancement Grant Program.

What is a Façade Enhancement Grant Program?

The City wishes to encourage and support building and business owner investment in the upgrade of their existing building storefront. The Façade Enhancement Grant Program is a process where the City will provide a 25% matching grant to business or building owners who construct eligible improvements to the façades of their buildings up to a maximum award amount ranging from \$1,000 to \$10,000 depending on the category of work being done. The building or business owner who has funded the majority of the improvements must apply for and be approved in order to receive the 25% matching grant.

The following provides the program's criteria for eligibility and the approval process.

Eligible Properties and Applicants

All commercially operated buildings within the City limits are eligible for the Façade Enhancement Grant Program. Multiple grants can be awarded per building within a five-year period however the cumulative maximum award is \$10,000 every five years per property. Any building with a zoning or building code violation is not eligible for the program. All bills, charges, or taxes due to the City of Brush! must be current. Any commercial building owner, or business owner with building owner authorization, may apply for the grant. Grant funds are dispersed on a reimbursement basis once the completed work has been verified by City staff as compliant with the plans in the approved application. Any deviation from the approved grant project may result in the total or partial withdrawal of the grant. An 'After' picture and receipts for the finished work must be submitted within 45 days of project completion for reimbursement.

Eligible Improvements

Any exterior portion of a building that is visible to the public is eligible. This can include the front, back, and sides of the primary building, exterior doors, windows, and repair or replacement of masonry or any other decorative elements that are an integral part of the façade. The first priority will be given to the building façades that face the street.

Ineligible Improvements

Grants are not eligible for interior renovations, roof repair, or work covered by insurance.

Façade Enhancement Grant Program Categories

Design Assistance

- It is highly encouraged, though not required, to consult with Main Street Colorado for a design consultation as they offer the service for free.
- Grants up to \$500 (no match required) for design services is provided.

Paint

- 25% matching grant up to \$1,000.

Awnings

- 25% matching grant up to \$1,000.

Signs

- 25% matching grant up to \$1,000.

General Façade Improvement

- Maximum grant award up to \$3,500 (minimum of \$15,000 in work is required to receive to the maximum award in this category).

Historic Character Enhancement

- Improvements that provide historic rehabilitation or enhance the historic character of properties located within the Main Street District.
- This category is reserved for projects that take a more restorative approach to facade improvements.
- Maximum grant award up to \$5,000 (minimum of \$15,000 in work is required to receive the maximum award in this category).

Administration

Applications will be reviewed on a first-come, first-serve basis. The Community Development Department has discretion regarding if and what level they may choose to fund a project.

Applications Process

1. Meet with a City or Chamber representative.



2. Utilize a design service - coordinate with a City or Chamber representative.
3. Prepare and submit a complete application with a 'Before' picture to City staff, or City Historic Preservation Board if pursuing Historic Character Enhancement.
4. If approved by the City Historic Preservation Board, the application is then sent to City staff for final analysis, review, and approval.
5. Upon completion of the review, City staff will provide a written response to the applicant outlining approval, approval with conditions, or denial of the application.
6. After receipt of the written response, and should the application be approved, the project can now commence.
7. Applicants have three months to start work after approval or the application becomes null and void.
8. Projects MUST be completed within 12 months of approval.
9. Once work is completed, the applicant must submit an 'After' picture and final receipts/bills within 45 days of project completion.
10. City staff inspects and verifies completed work.
11. Should the final product be consistent with Committee/Board/Staff approvals, reimbursement of funds to the applicant will be authorized

Questions

The grant application and submittal requirements are included with this packet. If you have further questions regarding the Façade Enhancement Grant Program, the City of Brush!, Community Development Department can be reached at (970) 842-5002, or by email at tpurvis@brushcolo.com. Please direct communications to Tyler Purvis, Community Development Director.

Façade Improvement Matching Grant Program



About the Program

DART recognizes that the condition of the buildings in Montrose forms the basis of the public’s overall impression of the community and reflects the vibrancy and historical value of the area. The Façade Improvement Matching Grant Program (“Façade Improvement Grant”) has been designed to award DART funds as an incentive program for ongoing revitalization. Improvements to the exterior façades (front, back, or side) will support the purpose of DART to promote developing Montrose as an attractive, vibrant place where people converge, businesses thrive, and values rise.

This matching grant program will provide leverage to property owners for projects and enhance the functionality of properties. It is also intended to encourage compatibility between structures that have been renovated and those that have not to increase the overall aesthetic experience of Montrose.

What conditions apply?

- All nongovernmental commercial property owners are eligible.
- Priority will be given to improvements that eliminate blight and make the greatest visual impact on the surrounding environment, particularly those that have a prime location, historical or community/social value, as determined by the DART Board.
- The application must be made by the property owner unless permission is granted in writing to the tenant by the owner. Grant-funded improvements are meant to be permanent and lasting in nature.
- The minimum award is \$2,000 and the maximum award is \$25,000 per project per five-year cycle. The grant requires a \$1:\$1 match by the applicant and a \$0.25:\$1.00 match if the building has been designated on the City of Montrose Historic Register.
- Work must be started within three months of the date of approval and must be completed within twelve months of approval. Extensions may be granted at the discretion of the city manager.
- Applicants seeking to make exterior improvements on buildings that are designated on the City of Montrose Historic Register must seek approval of the Montrose Historic Preservation Commission and the DART Board prior to commencement of work.
- All applicants must seek prior approval from the DART Board before starting improvements. The board has the discretion to

approve or deny applications for funding. The city manager or designee has final approval authority.

- Applicants that are under contract, but have not started improvements, may be eligible for reimbursement. Please contact DART staff.
- Grant payments will be made directly to contractors upon completion of improvements. In order for payments to be issued, documentation of proof of payment will be required including receipts, invoices, copies of cleared checks, and assurance in writing from the property owner that the work has been satisfactorily completed, if applicable. The contractor will be required to submit a W9 form to receive payment.
- This program is designed for buildings that are already constructed and does not apply to new builds.

What is grant-eligible?

- Add new awnings, lights, non-commercial murals, or other exterior amenities
- Uncover or rehabilitate the historic exterior of an existing building
- Eliminate blighted conditions like dark alleys, broken fixtures, or inaccessible entryways
- Remove non-historic features
- Add window/display areas

What is NOT grant-eligible?

- Non-permanent fixtures (tables, flower planters, etc.)
- Anything not seen from the public right of way unless it is a structural element necessary for façade improvement
- Any element of the proposal deemed to be inconsistent with city codes and/or zoning
- Commercial signs

- Restore brickwork, wood, masonry, stucco, or siding
- Replace, repair, or add architectural details like cornices or transoms
- Repair or replace windows and doors
- Pointing of brick and mortar joint repair
- Entryway renovation

What if my property is historic?

- Historic properties are eligible for a \$0.25:\$1 match if a property is at least fifty years old and the owner applies for the property to be designated on the City of Montrose Historic Register and is approved. This additional incentive will also require approval by the [Historic Preservation Commission](#) and DART Board prior to commencement of work.
- Any property previously designated on the City of Montrose Historic

What if my property isn't historic?

- Even if your property is not considered historic, the Façade Improvement Grant can still work for you!
- The [City of Montrose Comprehensive Plan](#) strongly emphasizes the unique and historic nature of many parts of the community. Therefore, renovation of a non-historic building should attempt to complement that theme where applicable.
- Existing building features of non-historic properties

Register is also eligible for a \$0.25:\$1 match and must follow the same approval process.

and/or enhanced to be compatible with and complementary to historic structures nearby.

- The use of high-quality, durable materials is encouraged. Long blank walls that lack visual interest should be avoided. The enhancement of outdoor spaces and improvements that add visual interest are encouraged.
- As with all projects, the improvements must conform to the City of Montrose Municipal Code requirements.

How do I apply?

- Meet with DART staff to review the conceptual design and to establish eligibility.
- Finalize the façade improvement plans by working with architects, engineers, and builders. Attempted proof of at least two cost estimates is required for the application.
- Submit the attached application, which will be reviewed by the DART Board, and Historic Preservation Commission if the building is designated. Applicants seeking historic register designation will be directed to the city's planning department.

- If approved, begin work on the project within three months. Keep a detailed and accurate accounting of actual costs.
- Within 12 months of approval, complete the project and submit a final report with photos, invoices, and receipts.
- If all requirements of the grant have been met, contractors will be paid.

Complete Online Application

Download Fillable Application Form

 Government Websites by [CivicPlus®](#)



TO: Honorable Mayor and Board of Trustees
FROM: Zach Higgins, AICP Community Development Director
DATE: August 08, 2023
SUBJECT: Main Street Streetscape Design Project – 500 Block of Main Street

SUMMARY

Staff is seeking direction regarding four trees in the 500 block of Main Street and the parking and curb configuration in this section. CORE engineering reached out to Staff to let us know of this conflict at the end of July. This is the only block south of Elm St with parallel parking on the west side of the street. However, with this layout there are 4 existing trees exactly where our sidewalk would need to be. CORE thought it was important to ask the Town if keeping the trees was favorable over the additional parking.

To maintain both the trees and the sidewalk CORE would need to remove the parallel parking bays on this block, which would remove 4 or 5 parking spaces. With the addition of the side street parking including on Spruce Street, the loss of 4 to 5 spaces should not have a substantial effect on parking in this area. The removal of parking on this block would also reflect the designs of the blocks to the north and south of this.

CORE is working to finalize all cross-sections for Main Street to be included in a new resolution. They will need direction on this to keep the cross-section for the 500 block as previously presented, or updated to move the curb and gutter out to protect the four existing trees in question.

RECOMMENDATION

Town Staff recommends the Board of Trustees give further direction to Staff and CORE Engineering to move forward with the designs as previously presented, or to make revisions to the 500 block of Main Street to protect the existing trees.

ATTACHMENT(S)

CORE Main Street Streetscape CAD, 500 Block Main St

500 Block Main Street Aerial

Street View of 500 Block Main Street Trees

K5

LARGE TREES WHERE
NEW SIDEWALK NEEDS TO BE

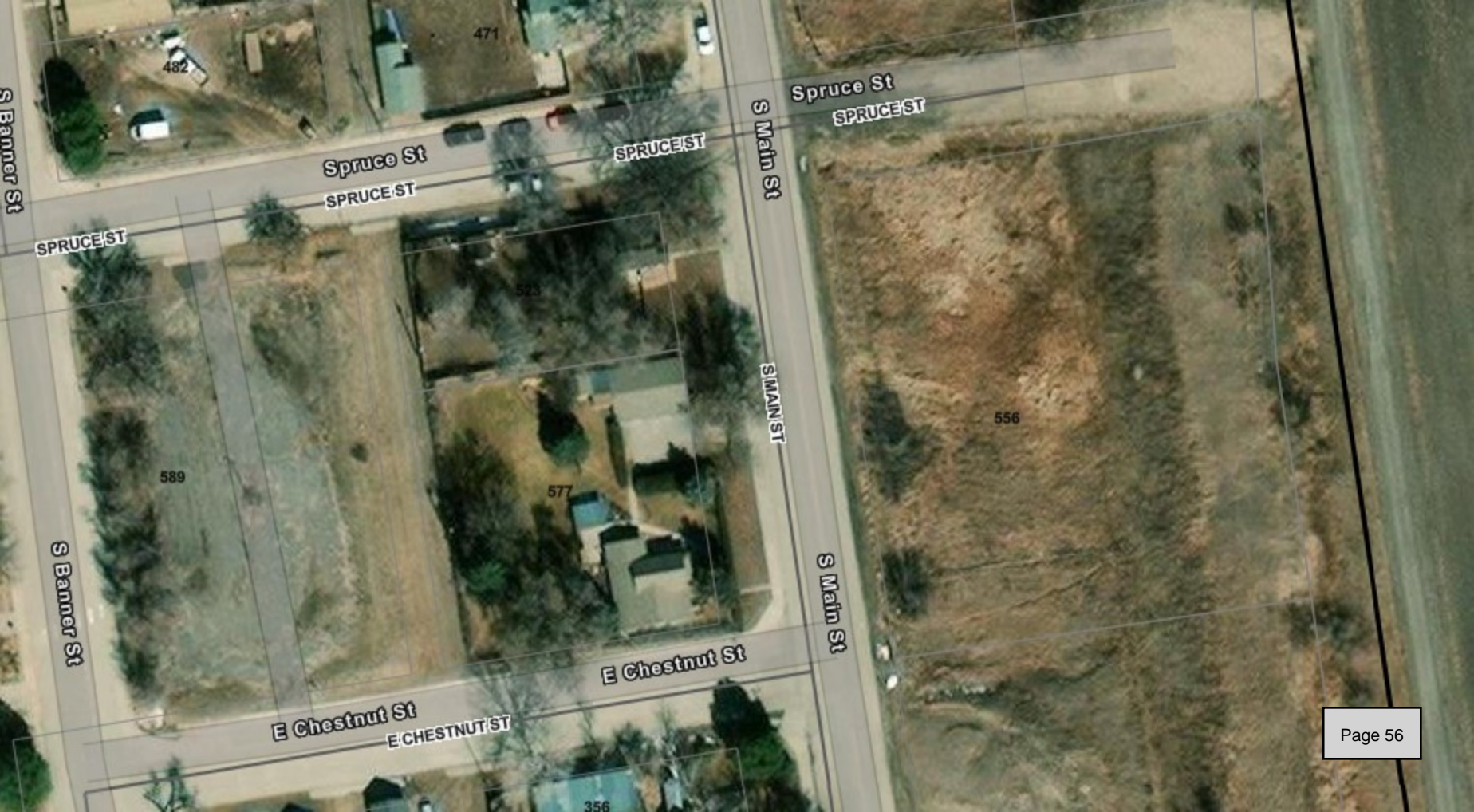
4"

5"

24"

8"

22'
DRIVEWAY







TOWN OF ELIZABETH

OFFICE OF THE TOWN CLERK

TO: Honorable Mayor and Board of Trustees
FROM: Michelle M. Oeser, Town Clerk
DATE: August 3, 2023
SUBJECT: Cancellation of December 26, 2023, a Regular Board Meeting

SUMMARY

The Town Board has a regular Board meeting scheduled for Tuesday December 26, 2023. Staff would ask that the Board cancel this meeting as it is the day after Christmas and an officially recognized employee/Town holiday closure for 2023.

RECOMMENDATION:

Staff recommends canceling the regularly scheduled December 26, 2023, Board meeting.

MEMORANDUM

To: Mayor and Board of Trustees

From: Patrick Davidson, Town Administrator
Michelle M. Oeser, Town Clerk

Date: August 8, 2023

Re: Withdrawal of Petitions for Disconnection

NOTICE OF WITHDRAWAL OF DISCONNECTION PETITIONS

The purpose of this Memorandum is to provide the Board of Trustees with notice that the two (2) Petitions for Disconnection of Land (the "Petitions"), received by the Town of Elizabeth from BK2, LLC and MF Investment Partners, LLC for the property generally known as the "Elizabeth West Property" have been withdrawn by the Petitioners as set forth in correspondence received by the Town dated July 31, 2023, attached to this Memorandum as **Exhibit 1**.

Ordinance No. 23-06 approved by the Board of Trustees on June 27, 2023, and published in the *Ranchland News* on July 20, 2023, is attached to this Memorandum as **Exhibit 2**. Section 3 of the Ordinance provides as follows:

Section 3. The Board of Trustees further finds that consistent with the consensual nature of annexation, that the signatures on the Petitions may be withdrawn by the owners of the Elizabeth West Property at any time prior to the final effective date of this Ordinance as set forth in Sections 9 and 10 of this Disconnection Ordinance.

Based on the language of Section 3 of Ordinance No. 23-06 quoted above, the Petitions were authorized to be withdrawn by the owners of the Elizabeth West Property on or before August 19, 2023, which would have been the effective date of Ordinance No. 23-06 under Section 10 of the Ordinance based on the publication date of July 20, 2023.

Accordingly, based on the withdrawal of the Petitions for Disconnection, Ordinance No. 23-06 did not become effective, and is no longer pending or valid for any purpose. To the extent the Board has any questions, this matter will be placed on the August 8, 2023 agenda for discussion and formal notification to the Board (and any interested members of the public).

c: Corey Y. Hoffmann, Town Attorney



August 8, 2023

Management Team Updates

Community Development – Zach Higgins


- The first design meeting for the Main Street Monument Sign was held on June 26th at Town Hall. Stakeholders were in attendance to give DHM direction. The second meeting is scheduled for August 14th from 6-7:30pm. There will be three options presented. All are encouraged to attend to give feedback and pizza will be provided.
- The MSBOD and HAB have given formal recommendation of a request to include a façade improvement grant in the Town budget for 2024.
- The HAB continues to work on the creation of the first Historic District in Town and updates to the Design Guidelines in relation to Historic and adjacent buildings. June 12th was the second public meeting to get feedback regarding the district and design guidelines. HAB will be pursuing individual property owner feedback.
- The HAB has formally designated 09/30/2023 for this year’s Walk and Talk.
- The HAB will be starting their Oral History program in the coming months.
- The MSBOD is continuing their work on creating a 5k fun run and kids “color run” event to occur at 9am on 09/23/2023.
- The Planning Commission has completed their Planning Commissioner Training series from the American Planning Association and their Referral Agency Training.
- CORE Engineering and DHM will host a Main Street Streetscape meeting at Town Hall on August 24th to present the updated civil designs and get feedback regarding DHM’s revisions of trees, planters, lights, and street furniture.
- The State of Colorado APA Conference will be held at the Cheyenne Mountain Resort in Colorado Springs from 09/27 through 09/29. Registration opens 06/15/2023. Let staff know if you are interested in more information.
- Town Staff met with the owners of the development known as Elizabeth Street Plaza and they said they will be submitting a new application and proposal in the coming weeks.

Town Clerk – Michelle Oeser


- Allison’s job title has been modified to Assistant Town Clerk. This does not change Allison’s job duties or pay grade. The title change reflects more accurately what Allison does on a daily basis, as well as opens up opportunities for her to participate in training classes. Her current title Utility Billing Clerk / Administration does not clearly illustrate all the duties and responsibilities Allison has and all the roles she performs.
- Recall UOCAVA (military or overseas voters) ballots went out on July 24th. The remaining ballots will go out between August 14th and August 21st.
- Election Judges will be in to verify signatures and count ballots on August 28th and September 5th. September 13th is the last day to receive UOCAVA ballots and then finalize the ballot count.

- We are all getting excited about the upcoming Elizabeth Movie Night Bash. I have included a picture of the cookies that will be handed out that evening. Please let me know if this is something the Board wishes to do, or Staff will be there and will be happy to hand the cookies out. I have included the design of the cookies. There will be 200 Town of Elizabeth and 100 of the train, and 100 of the train tracks.
- Staff have been working on plans for the Mayor's Tree Lighting. We have reached out to the HS Band and Choir this year. It looks like both groups will be participating. The library would like to join us this year as well. These are just a couple of items in the works.
- Two trials are scheduled for Friday August 4th.
- I will be attending a two-day Court Conference next Thursday and Friday. I am looking forward to it. I have not attended this Conference before.
- Outback Liquors has renewed their liquor license.

Police – Chief Engel

 See attached report

Public Works and Utilities – Mike DeVol

 See attached report



Report Criteria:

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

Payee	Check Number	Amount	
SAFEBuilt, LLC	10917	23,100.25	Building Permits
ELBERT COUNTY TREASURER	10926	36,619.09	1% Building Use Tax - County
A.D. Miller Services, Inc.	7182301	54,232.17	Ritoro Well Payment #18
Grand Totals:		113,951.51	

TOWN OF ELIZABETH
 COMBINED CASH INVESTMENT
 MAY 31, 2023

COMBINED CASH ACCOUNTS

99-104201	COLOTRUST INVESTMENT ACCOUNT	13,894,217.85
99-104202	CORE ARPA ACCOUNT	354,993.42
99-104203	CORE INVESTMENT ACCOUNT	4,561,805.24
99-105200	CBOC (WATER SEWER)	805,485.94
		<hr/>
	TOTAL COMBINED CASH	19,616,502.45
99-100001	CASH ALLOCATED TO OTHER FUNDS	(19,616,502.45)
		<hr/>
	TOTAL UNALLOCATED CASH	<hr/> <hr/> .00

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	3,036,323.68
21	ALLOCATION TO STREET FUND	963,438.16
31	ALLOCATION TO CAPITAL IMPROVEMENT FUND	9,049,495.70
32	ALLOCATION TO STREET CAPITAL IMPROVEMENT FND	3,524,211.33
52	ALLOCATION TO WATER SEWER FUND	3,043,033.58
		<hr/>
	TOTAL ALLOCATIONS TO OTHER FUNDS	19,616,502.45
	ALLOCATION FROM COMBINED CASH FUND - 99-100001	(19,616,502.45)
		<hr/>
	ZERO PROOF IF ALLOCATIONS BALANCE	<hr/> <hr/> .00

TOWN OF ELIZABETH
BALANCE SHEET
MAY 31, 2023

GENERAL FUND

ASSETS

10-100001	CASH IN COMBINED CASH FUND	3,036,323.68	
10-101000	PETTY CASH	200.00	
10-101100	PETTY CASH- POLICE DEPT	100.00	
10-110000	PROPERTY TAXES RECEIVABLE	56,266.17	
10-115000	ACCOUNTS RECEIVABLE	308,106.35	
	TOTAL ASSETS		3,400,996.20

LIABILITIES AND EQUITY

LIABILITIES

10-201000	ACCRUED SALARIES PAYABLE	(2,212.50)	
10-202000	ACCOUNTS PAYABLE	(369.15)	
10-202200	RESTITUTION PAYABLE--MUNI. CT.	2,295.19	
10-202201	COURT BONDS POSTED	590.00	
10-202202	OJW/WARRANT FEE DUE TO DMV	103.98	
10-202203	PERFORMANCE BONDS PAYABLE	65,714.39	
10-202300	AP TO ELBERT CO.--BLGUTX SHARE	26,307.70	
10-217100	FPPA CONTRIBUTIONS PAYABLE	797.97	
10-217200	SOC SEC TAXES PAYABLE	(33.51)	
10-217201	MEDICARE TAXES PAYABLE	5.34	
10-217300	FED'L WITHHOLDING TAXES PAYABL	4.96	
10-217400	STATE WITHHOLDING TAXES PAYABL	4,094.00	
10-217500	HEALTH INSURANCE PAYABLE	337.79	
10-217501	PRETAX SUPPLEMENTAL INSURANCE	(16.15)	
10-217502	AFTER TAX SUPPLEMENTAL INS	98.38	
10-217600	UNEMPLOYMENT INSURANCE PAYABLE	446.71	
10-217603	WORKERS' COMP. INS. PAYABLE	28,992.60	
10-219000	457 CONTRIBUTIONS PAYABLE	(14.05)	
10-219200	SALES TAX PAYABLE	53.31	
10-222001	DEFERRED REVENUE - ARPA	303,828.76	
10-250022	LENNAR	2,975.43	
10-250039	SCARLETT CREEK SUBDIVISION	80.04	
10-250041	MAIN STREET STATION	259.21	
10-250051	HENDERSON REPLAT	461.05	
10-250054	ZIGGI'S COFFEE	3,183.20	
10-250055	CLEARY BUILDING	(63.61)	
10-250056	MCDONALDS IGA	3,404.00	
10-250057	ANNA'S CAR WASH IGA	654.00	
10-250060	PINE RIDGE CROSSING (NEW)	1,210.04	
10-250061	LENNAR AT LEGACY VILLAGE	(8,899.16)	
10-250062	ELIZABETH STREET PLAZA	2,568.32	
10-250063	WALNUT GROVE	(1,332.47)	
10-250064	MBP ENTERPRISES INC.	1,448.50	
10-250065	144 MAIN STREET	(618.75)	
10-250067	BRAKES PLUS	3,500.00	
10-250068	SPRINT SITE PLAN	500.00	
	TOTAL LIABILITIES		440,355.52

FUND EQUITY

TOWN OF ELIZABETH
BALANCE SHEET
MAY 31, 2023

GENERAL FUND

10-280000	FUND BALANCE		2,455,725.59	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	504,915.09		
		<u>504,915.09</u>		
	BALANCE - CURRENT DATE		<u>504,915.09</u>	
	TOTAL FUND EQUITY			<u>2,960,640.68</u>
	TOTAL LIABILITIES AND EQUITY			<u><u>3,400,996.20</u></u>

TOWN OF ELIZABETH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>TAX</u>					
10-31-1000	47,994.56	519,229.11	750,000.00	230,770.89	69.2
10-31-2000	9,157.65	46,614.26	115,000.00	68,385.74	40.5
10-31-3100	107,794.46	414,654.95	1,000,000.00	585,345.05	41.5
TOTAL TAX	164,946.67	980,498.32	1,865,000.00	884,501.68	52.6
<u>LICENSES & PERMITS</u>					
10-32-1000	5,624.43	66,606.58	80,000.00	13,393.42	83.3
10-32-2000	8,114.93	79,906.57	150,000.00	70,093.43	53.3
10-32-2100	1,225.00	3,360.00	.00	(3,360.00)	.0
10-32-2200	243.00	675.00	.00	(675.00)	.0
10-32-2300	.00	3,411.96	.00	(3,411.96)	.0
10-32-3000	1,890.00	17,848.03	30,000.00	12,151.97	59.5
TOTAL LICENSES & PERMITS	17,097.36	171,808.14	260,000.00	88,191.86	66.1
<u>INTERGOVERNMENTAL</u>					
10-33-2000	425.39	2,058.26	3,000.00	941.74	68.6
10-33-3000	.00	4,203.06	10,000.00	5,796.94	42.0
TOTAL INTERGOVERNMENTAL	425.39	6,261.32	13,000.00	6,738.68	48.2
<u>SOURCE 34</u>					
10-34-1000	.00	.00	50,000.00	50,000.00	.0
TOTAL SOURCE 34	.00	.00	50,000.00	50,000.00	.0
<u>EARMARKED FUNDS / MISCELLANEOU</u>					
10-36-1000	13,581.01	55,615.54	8,000.00	(47,615.54)	695.2
10-36-3100	5,938.89	35,763.53	73,000.00	37,236.47	49.0
10-36-4000	72,310.20	316,286.32	710,000.00	393,713.68	44.6
10-36-7000	162.15	17,734.06	35,000.00	17,265.94	50.7
10-36-9000	.00	11,145.24	.00	(11,145.24)	.0
TOTAL EARMARKED FUNDS / MISCELLANEOU	91,992.25	436,544.69	826,000.00	389,455.31	52.9

TOWN OF ELIZABETH
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 5 MONTHS ENDING MAY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>OTHER FUNDS</u>					
10-39-7000 TRANSFER FROM WATER FUND	14,583.33	72,916.65	175,000.00	102,083.35	41.7
10-39-7003 TRANSFER FROM CAP IMP FUND	4,583.33	22,916.65	55,000.00	32,083.35	41.7
10-39-7004 TRANSFER FROM STREET CAP FUND	4,166.67	20,833.35	50,000.00	29,166.65	41.7
TOTAL OTHER FUNDS	23,333.33	116,666.65	280,000.00	163,333.35	41.7
TOTAL FUND REVENUE	297,795.00	1,711,779.12	3,294,000.00	1,582,220.88	52.0

TOWN OF ELIZABETH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>TOWN CLERK</u>					
10-41-1100 SALARIES & WAGES	15,182.90	74,009.24	189,000.00	114,990.76	39.2
10-41-1150 TOWN CLERK SALARY	7,081.20	35,728.19	96,800.00	61,071.81	36.9
10-41-1300 OVERTIME	120.84	153.49	.00	(153.49)	.0
10-41-1400 WORKERS' COMPENSATION	26.87	131.91	372.00	240.09	35.5
10-41-1500 HEALTH INSURANCE	5,969.20	29,692.65	58,000.00	28,307.35	51.2
10-41-1550 RETIREMENT	1,113.22	5,114.63	8,000.00	2,885.37	63.9
10-41-1600 FICA	14,287.21	20,810.22	21,864.00	1,053.78	95.2
10-41-1700 COLO UNEMPLOYMENT	44.77	219.76	857.00	637.24	25.6
10-41-1800 TUITION REIMBURSEMENT	2,321.28	3,281.28	10,000.00	6,718.72	32.8
10-41-1825 MEMBERSHIPS - EMPLOYEE	.00	339.16	1,500.00	1,160.84	22.6
10-41-1850 TRAINING, TRAVEL AND LODGING	787.22	1,167.87	13,000.00	11,832.13	9.0
10-41-2500 AUDIT	13,000.00	26,000.00	28,000.00	2,000.00	92.9
10-41-3000 COMMUNITY ENGAGEMENT	257.23	1,177.31	3,400.00	2,222.69	34.6
10-41-3200 CONTRACTED SERVICES	.00	100.00	5,000.00	4,900.00	2.0
10-41-3320 CONTRIBUTIONS AND SPONSORSHIPS	250.00	750.00	3,000.00	2,250.00	25.0
10-41-3350 COUNTY TREASURER & OTHER FEES	961.41	10,388.66	18,000.00	7,611.34	57.7
10-41-3400 LEGAL PUBLICATIONS	46.60	1,406.81	11,000.00	9,593.19	12.8
10-41-3450 ELECTIONS	625.00	6,110.12	25,000.00	18,889.88	24.4
10-41-4000 BLDG MAINT AND REPAIRS	763.59	(2,407.73)	12,000.00	14,407.73	(20.1)
10-41-4400 EQUIPMENT AND MAINT	531.73	2,582.24	12,000.00	9,417.76	21.5
10-41-4500 FURNITURE	.00	511.16	3,500.00	2,988.84	14.6
10-41-4600 OFFICE SUPPLIES	2,990.31	5,046.41	11,000.00	5,953.59	45.9
10-41-4700 POSTAGE	729.20	3,064.09	15,500.00	12,435.91	19.8
10-41-4800 TELEPHONE AND INTERNET	1,312.76	6,040.46	15,500.00	9,459.54	39.0
10-41-4900 UTILITIES	228.32	3,241.15	8,000.00	4,758.85	40.5
10-41-5100 HUMAN RESOURCES - CONTRACTED	.00	.00	5,000.00	5,000.00	.0
10-41-5250 IT - CONTRACTED	2,553.56	11,408.88	33,000.00	21,591.12	34.6
10-41-5300 IT - HARDWARE	.00	.00	20,000.00	20,000.00	.0
10-41-5325 IT - SOFTWARE PURCHASES	.00	.00	2,000.00	2,000.00	.0
10-41-5350 IT - SOFTWARE CONTRACTS	2,058.00	21,708.55	45,000.00	23,291.45	48.2
10-41-5400 INSURANCE	3,210.14	54,147.03	116,000.00	61,852.97	46.7
10-41-5500 LEGAL - CONTRACTED	.00	12,146.22	60,000.00	47,853.78	20.2
10-41-5600 MEMBERSHIPS - TOWN	1,212.07	5,440.58	13,000.00	7,559.42	41.9
10-41-5700 PUBLIC RELATIONS	167.41	2,154.65	5,000.00	2,845.35	43.1
10-41-5800 TOWN HALL EVENTS	.00	.00	8,500.00	8,500.00	.0
10-41-9000 OTHER	483.79	2,589.65	7,500.00	4,910.35	34.5
TOTAL TOWN CLERK	78,315.83	344,254.64	885,293.00	541,038.36	38.9

TOWN OF ELIZABETH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>JUDICIAL</u>					
10-42-1200 SALARIES & WAGES- MUNI JUDGE	719.26	5,034.84	15,000.00	9,965.16	33.6
10-42-1300 SALARIES & WAGES- ASST JUDGE	.00	1,438.52	4,000.00	2,561.48	36.0
10-42-1400 STATE COMP	20.07	180.61	500.00	319.39	36.1
10-42-1600 FICA	55.02	495.20	1,500.00	1,004.80	33.0
10-42-1700 COLO UNEMPLOYMENT	1.44	12.96	60.00	47.04	21.6
10-42-1825 MEMBERSHIPS - EMPLOYEE	.00	50.00	.00	(50.00)	.0
10-42-1850 TRAINING, TRAVEL AND LODGING	1,008.94	1,183.94	2,600.00	1,416.06	45.5
10-42-3200 COURT PROSECUTOR - CONTRACTED	.00	3,467.50	12,000.00	8,532.50	28.9
10-42-9000 OTHER	(207.88)	383.83	1,000.00	616.17	38.4
TOTAL JUDICIAL	1,596.85	12,247.40	36,660.00	24,412.60	33.4
<u>LEGISLATURE</u>					
10-43-1100 BOT - SALARIES & WAGES	1,250.00	4,950.00	14,400.00	9,450.00	34.4
10-43-1200 PC - COMPENSATION	250.00	900.00	3,600.00	2,700.00	25.0
10-43-1400 BOT - WORKERS' COMPENSATION	.45	1.90	9.00	7.10	21.1
10-43-1450 PC - WORKERS' COMPENSATION	.36	1.24	2.00	.76	62.0
10-43-1600 BOT - FICA	91.83	367.32	1,102.00	734.68	33.3
10-43-1650 PC - FICA	22.98	80.42	275.00	194.58	29.2
10-43-1700 BOT - COLO UNEMPLOYMENT	2.40	9.60	43.00	33.40	22.3
10-43-1750 PC - COLO UNEMPLOYMENT	.60	2.10	11.00	8.90	19.1
10-43-1850 BOT - TRAIN, TRVL, LODG	(40.00)	60.00	8,000.00	7,940.00	.8
10-43-3700 PC - TRAIN, TRVL, LODG	.00	1,118.36	4,000.00	2,881.64	28.0
10-43-4400 BOT - EQUIPMENT	.00	.00	2,500.00	2,500.00	.0
10-43-4450 PC - EQUIPMENT	.00	3,212.15	3,000.00	(212.15)	107.1
10-43-5000 BOT - MEALS	67.24	163.57	2,000.00	1,836.43	8.2
10-43-6000 PC - MEALS	.00	.00	250.00	250.00	.0
10-43-9000 BOT- OTHER	.00	.00	700.00	700.00	.0
TOTAL LEGISLATURE	1,645.86	10,866.66	39,892.00	29,025.34	27.2

TOWN OF ELIZABETH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>POLICE</u>					
10-46-1100 SALARIES & WAGES	59,060.34	291,285.31	850,000.00	558,714.69	34.3
10-46-1110 SALARY & BENEFITS - INTERIM	27,253.37	27,253.37	.00	(27,253.37)	.0
10-46-1240 CONTRACTED OVERTIME	1,200.00	2,700.00	8,000.00	5,300.00	33.8
10-46-1300 OVERTIME	801.31	4,870.69	15,000.00	10,129.31	32.5
10-46-1400 WORKERS' COMPENSATION	1,560.32	7,682.10	24,324.00	16,641.90	31.6
10-46-1500 HEALTH INSURANCE	14,372.23	71,956.08	195,000.00	123,043.92	36.9
10-46-1550 RETIREMENT	679.30	3,595.80	10,000.00	6,404.20	36.0
10-46-1600 FICA	1,255.95	6,247.57	18,583.00	12,335.43	33.6
10-46-1605 FPPA	6,620.04	31,902.41	80,750.00	48,847.59	39.5
10-46-1700 COLO UNEMPLOYMENT	111.43	548.02	2,619.00	2,070.98	20.9
10-46-1825 MEMBERSHIPS - EMPLOYEE	.00	307.02	1,500.00	1,192.98	20.5
10-46-1850 TRAINING, TRAVEL AND LODGING	2,079.77	7,454.00	15,000.00	7,546.00	49.7
10-46-3000 COMMUNITY OUTREACH	244.96	244.96	3,500.00	3,255.04	7.0
10-46-3200 CONTRACTED SERVICES	16,221.62	42,921.77	75,000.00	32,078.23	57.2
10-46-3600 MOBILE DATA LAPTOPS	.00	1,366.35	5,000.00	3,633.65	27.3
10-46-3625 WEAPONS - LETHAL	.00	113.35	.00	(113.35)	.0
10-46-3650 WEAPONS - NON-LETHAL	.00	.00	6,000.00	6,000.00	.0
10-46-3675 OTHER EQUIPMENT	428.07	428.07	.00	(428.07)	.0
10-46-4000 BLDG MAINT & REPAIRS	474.34	1,035.61	21,000.00	19,964.39	4.9
10-46-4300 DRUG, SCREEN, PSY & POLY TEST	.00	116.28	4,000.00	3,883.72	2.9
10-46-4400 EQUIPMENT AND MAINTENANCE	348.98	1,466.27	12,000.00	10,533.73	12.2
10-46-4500 FURNITURE	.00	2,369.49	5,000.00	2,630.51	47.4
10-46-4650 OFFICE SUPPLILES	163.84	2,289.98	14,000.00	11,710.02	16.4
10-46-4700 POSTAGE	.00	219.72	1,000.00	780.28	22.0
10-46-4800 TELEPHONE & INTERNET	1,306.53	7,112.82	17,800.00	10,687.18	40.0
10-46-4900 UTILITIES	145.57	2,376.03	7,000.00	4,623.97	33.9
10-46-6400 TRAINING AND AMMUNITION	90.00	130.00	3,000.00	2,870.00	4.3
10-46-6600 UNIFORMS	67.95	1,804.30	23,000.00	21,195.70	7.8
10-46-8050 VEHICLE MAINT & REPAIRS	912.54	9,475.24	27,500.00	18,024.76	34.5
10-46-8075 FUEL	1,963.49	9,068.23	20,000.00	10,931.77	45.3
10-46-9000 OTHER	502.55	151.50	6,000.00	5,848.50	2.5
10-46-9050 VEHICLE DEPRECIATION	.00	.00	14,640.00	14,640.00	.0
TOTAL POLICE	137,864.50	538,492.34	1,486,216.00	947,723.66	36.2

TOWN OF ELIZABETH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>PUBLIC WORKS/PARKS/BUILDINGS</u>					
10-49-1100 SALARIES & WAGES	4,123.51	19,312.62	54,856.00	35,543.38	35.2
10-49-1300 OVERTIME	215.57	991.20	4,200.00	3,208.80	23.6
10-49-1400 WORKERS' COMPENSATION	148.59	693.62	2,300.00	1,606.38	30.2
10-49-1500 HEALTH INSURANCE	960.49	4,770.19	11,000.00	6,229.81	43.4
10-49-1550 RETIREMENT	122.80	538.05	2,000.00	1,461.95	26.9
10-49-1600 FICA	324.61	1,508.56	4,518.00	3,009.44	33.4
10-49-1700 COLO UNEMPLOYMENT	8.69	40.81	177.00	136.19	23.1
10-49-1850 TRAINING, TRAVEL AND LODGING	.00	.00	150.00	150.00	.0
10-49-4000 BLDG MAINT & REPAIRS	524.89	2,551.22	20,000.00	17,448.78	12.8
10-49-4800 TELEPHONE AND CELLPHONES	261.66	1,342.81	4,800.00	3,457.19	28.0
10-49-4900 UTILITIES	345.14	2,302.12	8,000.00	5,697.88	28.8
10-49-6100 PARKS MAINTENANCE	259.56	6,521.98	35,000.00	28,478.02	18.6
10-49-6300 PARTS AND REPAIRS	167.32	167.32	8,000.00	7,832.68	2.1
10-49-6500 TREE CITY USA	.00	.00	2,500.00	2,500.00	.0
10-49-6600 UNIFORMS	21.67	111.69	840.00	728.31	13.3
10-49-8050 VEHICLE MAINT & REPAIRS	205.56	569.93	3,000.00	2,430.07	19.0
10-49-8075 FUEL	181.99	890.17	3,000.00	2,109.83	29.7
10-49-8080 DIESEL	78.42	367.99	1,200.00	832.01	30.7
10-49-9000 OTHER	.00	86.87	2,500.00	2,413.13	3.5
10-49-9050 VEHICLE DEPRECIATION	.00	.00	2,448.00	2,448.00	.0
TOTAL PUBLIC WORKS/PARKS/BUILDINGS	7,950.47	42,767.15	170,489.00	127,721.85	25.1
<u>TWN ADMINSTR</u>					
10-52-1100 SALARIES & WAGES	12,346.16	62,295.28	160,500.00	98,204.72	38.8
10-52-1400 WORKERS' COMPENSATION	14.82	74.78	193.00	118.22	38.8
10-52-1500 HEALTH INSURANCE	.00	.00	13,000.00	13,000.00	.0
10-52-1550 RETIREMENT	.00	.00	4,500.00	4,500.00	.0
10-52-1600 FICA	944.48	4,769.40	12,278.00	7,508.60	38.9
10-52-1700 COLO UNEMPLOYMENT	24.70	124.63	482.00	357.37	25.9
10-52-1850 TRAINING, TRAVEL AND LODGING	.00	.00	2,500.00	2,500.00	.0
10-52-1900 ALLOWANCES	.00	.00	3,900.00	3,900.00	.0
10-52-3900 CELL PHONES	100.00	200.00	1,200.00	1,000.00	16.7
TOTAL TWN ADMINSTR	13,430.16	67,464.09	198,553.00	131,088.91	34.0

TOWN OF ELIZABETH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>COMM DEV</u>					
10-53-1100 SALARIES & WAGES- COMM DEV	16,855.70	66,984.33	226,000.00	159,015.67	29.6
10-53-1300 OVERTIME COMMUNITY DEVELOPMENT	.00	103.50	500.00	396.50	20.7
10-53-1400 WORKERS' COMPENSATION	16.00	50.94	271.00	220.06	18.8
10-53-1500 HEALTH INSURANCE	3,971.21	17,874.04	34,000.00	16,125.96	52.6
10-53-1550 RETIREMENT	554.32	2,488.24	7,000.00	4,511.76	35.6
10-53-1600 FICA	1,262.50	4,990.77	17,289.00	12,298.23	28.9
10-53-1700 COLO UNEMPLOYMENT	33.72	134.03	680.00	545.97	19.7
10-53-1825 MEMBERSHIPS - EMPLOYEE	.00	60.00	1,400.00	1,340.00	4.3
10-53-1850 TRAINING, TRAVEL AND LODGING	.00	2,260.57	7,000.00	4,739.43	32.3
10-53-2500 COMMUNITY EVENTS	2,303.88	28,003.53	60,000.00	31,996.47	46.7
10-53-3000 BUILDING PERMITS	4,190.50	45,130.65	115,000.00	69,869.35	39.2
10-53-3200 CONTRACTED SERVICES	.00	10,777.88	30,000.00	19,222.12	35.9
10-53-3425 ELIZABETH MAIN STREET	1,050.35	6,960.14	33,000.00	26,039.86	21.1
10-53-3450 HISTORIC ADVISORY BOARD	891.76	2,070.29	37,000.00	34,929.71	5.6
10-53-3475 MARKETING MATERIALS & PUBL	250.00	1,190.52	5,000.00	3,809.48	23.8
10-53-3900 CELL PHONE	.00	50.00	1,000.00	950.00	5.0
10-53-4000 GIS	.00	.00	800.00	800.00	.0
10-53-4400 EQUIPMENT AND MAINTENANCE	61.99	61.99	1,500.00	1,438.01	4.1
10-53-4500 FURNITURE	.00	339.96	750.00	410.04	45.3
10-53-4600 OFFICE SUPPLIES	61.98	294.77	2,000.00	1,705.23	14.7
10-53-4700 POSTAGE	.00	.00	2,500.00	2,500.00	.0
10-53-4800 TELEPHONE AND CELLPHONES	75.00	150.00	.00	(150.00)	.0
10-53-9000 OTHER	.00	795.60	500.00	(295.60)	159.1
TOTAL COMM DEV	31,578.91	190,771.75	583,190.00	392,418.25	32.7
TOTAL FUND EXPENDITURES	272,382.58	1,206,864.03	3,400,293.00	2,193,428.97	35.5
NET REVENUE OVER EXPENDITURES	25,412.42	504,915.09	(106,293.00)	(611,208.09)	475.0

TOWN OF ELIZABETH
 BALANCE SHEET
 MAY 31, 2023

STREET FUND

ASSETS

21-100001	CASH IN COMBINED CASH FUND	963,438.16	
21-115000	ACCOUNTS RECEIVABLE	36,674.64	
		<u> </u>	
	TOTAL ASSETS		<u>1,000,112.80</u>

LIABILITIES AND EQUITY

LIABILITIES

21-201000	ACCRUED SALARIES PAYABLE	(337.50)	
21-202000	ACCOUNTS PAYABLE	(1,107.45)	
21-203000	GUARDRAIL MAINTENANCE	10,000.00	
		<u> </u>	
	TOTAL LIABILITIES		8,555.05

FUND EQUITY

21-280000	FUND BALANCE	955,344.99	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	<u>36,212.76</u>	
	BALANCE - CURRENT DATE	<u>36,212.76</u>	
	TOTAL FUND EQUITY		<u>991,557.75</u>
	TOTAL LIABILITIES AND EQUITY		<u>1,000,112.80</u>

TOWN OF ELIZABETH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2023

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>TAXES</u>					
21-31-3000 GENERAL SALES TAX	13,480.52	59,509.59	150,000.00	90,490.41	39.7
21-31-4000 USE TAX	268.34	7,996.16	10,000.00	2,003.84	80.0
TOTAL TAXES	13,748.86	67,505.75	160,000.00	92,494.25	42.2
<u>INTERGOVERNMENT</u>					
21-33-1000 HIGHWAY USERS TAX	6,376.05	29,692.07	60,000.00	30,307.93	49.5
21-33-1050 ROAD & BRIDGE	.00	43,724.91	150,000.00	106,275.09	29.2
21-33-6100 M.V. REGISTRATION (\$1.50)	206.52	1,237.39	5,000.00	3,762.61	24.8
21-33-6200 M.V. REGISTRATION (\$2.50)	519.35	2,686.41	7,200.00	4,513.59	37.3
TOTAL INTERGOVERNMENT	7,101.92	77,340.78	222,200.00	144,859.22	34.8
<u>OTHER SOURCES OF REVENUE</u>					
21-36-1000 INVESTMENT INCOME	3,936.43	17,330.83	4,000.00	(13,330.83)	433.3
21-36-4000 PUBLIC IMPROVEMENT FEE	2,159.62	9,446.24	22,000.00	12,553.76	42.9
TOTAL OTHER SOURCES OF REVENUE	6,096.05	26,777.07	26,000.00	(777.07)	103.0
TOTAL FUND REVENUE	26,946.83	171,623.60	408,200.00	236,576.40	42.0

TOWN OF ELIZABETH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2023

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>STREETS</u>					
21-49-1100 SALARIES & WAGES- PUB WORKS	12,370.57	57,937.95	164,567.00	106,629.05	35.2
21-49-1300 OVERTIME	646.73	2,973.61	13,000.00	10,026.39	22.9
21-49-1400 WORKERS' COMPENSATION	445.75	2,080.81	6,900.00	4,819.19	30.2
21-49-1500 HEALTH INSURANCE	2,881.44	14,310.47	38,000.00	23,689.53	37.7
21-49-1550 RETIREMENT	368.36	1,614.07	5,000.00	3,385.93	32.3
21-49-1600 FICA	973.79	4,559.21	13,584.00	9,024.79	33.6
21-49-1700 COLO UNEMPLOYMENT	26.04	122.27	533.00	410.73	22.9
21-49-3200 CONTRACTED SERVICES	2,498.61	10,770.56	70,000.00	59,229.44	15.4
21-49-3500 DE-ICING SUPPLIES	.00	1,721.28	7,500.00	5,778.72	23.0
21-49-3650 LIGHTS AND SIGNALS	1,453.24	7,841.34	18,000.00	10,158.66	43.6
21-49-4000 MAINTENANCE AND REPAIRS	1,160.57	8,208.57	100,000.00	91,791.43	8.2
21-49-4800 PHONES	202.50	461.25	2,700.00	2,238.75	17.1
21-49-5800 ROW MAINTENANCE	9,000.00	16,649.00	105,000.00	88,351.00	15.9
21-49-6100 SIGNS	.00	.00	21,500.00	21,500.00	.0
21-49-6600 UNIFORMS	64.95	335.06	2,520.00	2,184.94	13.3
21-49-8050 VEHICLE MAINT & REPAIRS	616.55	1,709.83	9,000.00	7,290.17	19.0
21-49-8075 FUEL	545.91	2,672.23	9,000.00	6,327.77	29.7
21-49-8080 DIESEL	337.92	1,206.58	3,600.00	2,393.42	33.5
21-49-9000 OTHER	.00	236.75	500.00	263.25	47.4
21-49-9050 VEHICLE DEPRECIATION	.00	.00	7,344.00	7,344.00	.0
TOTAL STREETS	33,592.93	135,410.84	598,248.00	462,837.16	22.6
TOTAL FUND EXPENDITURES	33,592.93	135,410.84	598,248.00	462,837.16	22.6
NET REVENUE OVER EXPENDITURES	(6,646.10)	36,212.76	(190,048.00)	(226,260.76)	19.1

TOWN OF ELIZABETH
 BALANCE SHEET
 MAY 31, 2023

CAPITAL IMPROVEMENT FUND

ASSETS

31-100001	CASH IN COMBINED CASH FUND	9,049,495.70	
31-115000	ACCOUNTS RECEIVABLE	254,677.95	
		<u> </u>	
	TOTAL ASSETS		<u><u>9,304,173.65</u></u>

LIABILITIES AND EQUITY

FUND EQUITY

31-280000	FUND BALANCE	8,635,236.16	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	668,937.49	
		<u> </u>	
	BALANCE - CURRENT DATE	668,937.49	
		<u> </u>	
	TOTAL FUND EQUITY		<u><u>9,304,173.65</u></u>
	TOTAL LIABILITIES AND EQUITY		<u><u>9,304,173.65</u></u>

TOWN OF ELIZABETH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2023

CAPITAL IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>TAX</u>					
31-31-3000 SALES TAX	134,805.24	595,095.97	1,500,000.00	904,904.03	39.7
31-31-4000 USE TAX	2,683.42	79,961.60	150,000.00	70,038.40	53.3
TOTAL TAX	137,488.66	675,057.57	1,650,000.00	974,942.43	40.9
<u>OTHER FINANCING SOURCES</u>					
31-36-1000 INVESTMENT INCOME	36,266.70	159,281.12	15,000.00	(144,281.12)	1061.9
31-36-9000 OTHER REVENUE	1,581.50	21,666.00	50,000.00	28,334.00	43.3
TOTAL OTHER FINANCING SOURCES	37,848.20	180,947.12	65,000.00	(115,947.12)	278.4
TOTAL FUND REVENUE	175,336.86	856,004.69	1,715,000.00	858,995.31	49.9

TOWN OF ELIZABETH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2023

CAPITAL IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>CAPITAL IMPROVEMENT MISC</u>					
31-80-0100 LAND PURCHASE	.00	.00	250,000.00	250,000.00	.0
31-80-0600 RUNNING CREEK PARK	16,011.60	18,411.47	119,900.00	101,488.53	15.4
31-80-3400 FACILITIES MASTER PLAN	.00	.00	75,000.00	75,000.00	.0
31-80-3425 COMMUNITY STUDIES	5,175.00	34,888.11	.00	(34,888.11)	.0
31-80-3450 SENIOR CENTER	.00	.00	450,000.00	450,000.00	.0
31-80-4000 EQUIPMENT	.00	5,800.00	15,000.00	9,200.00	38.7
31-80-4005 HYDRO-VAC TRAILER	.00	.00	22,500.00	22,500.00	.0
31-80-4010 WHEELED TIRE LOADER (USED)	.00	20,000.00	37,500.00	17,500.00	53.3
31-80-4015 PW TRUCKS	.00	64,976.08	111,290.00	46,313.92	58.4
31-80-5500 TOWN HALL BLDG IMPROVEMENTS	.00	.00	100,000.00	100,000.00	.0
31-80-5505 PD BUILDING IMPROVEMENTS	.00	.00	75,000.00	75,000.00	.0
31-80-5510 BANNER & ELM PROPERTY	4,874.89	20,074.89	150,000.00	129,925.11	13.4
31-80-5515 COMMUNITY GARDEN	.00	.00	25,000.00	25,000.00	.0
31-80-6000 PLAYGROUND UPGRADES	.00	.00	65,000.00	65,000.00	.0
31-80-6500 TRAIL SYSTEMS	.00	.00	4,500.00	4,500.00	.0
31-80-9100 TOWN HALL LANDSCAPING	.00	.00	5,000.00	5,000.00	.0
31-80-9900 TRANSFER TO WATER FUND	.00	.00	3,500.00	3,500.00	.0
31-80-9901 TRANSFER TO GENERAL FUND	4,583.33	22,916.65	55,000.00	32,083.35	41.7
TOTAL CAPITAL IMPROVEMENT MISC	30,644.82	187,067.20	1,564,190.00	1,377,122.80	12.0
TOTAL FUND EXPENDITURES	30,644.82	187,067.20	1,564,190.00	1,377,122.80	12.0
NET REVENUE OVER EXPENDITURES	144,692.04	668,937.49	150,810.00	(518,127.49)	443.6

TOWN OF ELIZABETH
BALANCE SHEET
MAY 31, 2023

STREET CAPITAL IMPROVEMENT FND

<u>ASSETS</u>			
32-100001	CASH IN COMBINED CASH FUND	3,524,211.33	
32-104400	STREET BOND RESERVE CD ACCOUNT	261,461.95	
32-115000	ACCOUNTS RECEIVABLE	229,210.15	
	TOTAL ASSETS		4,014,883.43
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
32-222000	DEFERRED REVENUE	11,500.00	
	TOTAL LIABILITIES		11,500.00
<u>FUND EQUITY</u>			
32-280000	FUND BALANCE	3,375,057.02	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	628,326.41	
	BALANCE - CURRENT DATE	628,326.41	
	TOTAL FUND EQUITY		4,003,383.43
	TOTAL LIABILITIES AND EQUITY		4,014,883.43

TOWN OF ELIZABETH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2023

STREET CAPITAL IMPROVEMENT FND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>TAX</u>					
32-31-3000 GENERAL SALES TAX	121,324.71	535,586.35	1,350,000.00	814,413.65	39.7
32-31-4000 USE TAX	2,415.07	71,965.44	192,000.00	120,034.56	37.5
TOTAL TAX	123,739.78	607,551.79	1,542,000.00	934,448.21	39.4
<u>OTHER FINANCING SOURCES</u>					
32-36-1000 INVESTMENT INCOME	14,960.63	63,574.24	10,000.00	(53,574.24)	635.7
TOTAL OTHER FINANCING SOURCES	14,960.63	63,574.24	10,000.00	(53,574.24)	635.7
TOTAL FUND REVENUE	138,700.41	671,126.03	1,552,000.00	880,873.97	43.2

TOWN OF ELIZABETH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2023

STREET CAPITAL IMPROVEMENT FND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>CAPITAL OUTLAY</u>					
32-49-6600 RIGHT OF WAY EASEMENTS	.00	.00	35,000.00	35,000.00	.0
32-49-8000 STREET PAVING	.00	.00	160,000.00	160,000.00	.0
32-49-9000 CONCRETE STREET REPAIRS	.00	.00	310,000.00	310,000.00	.0
32-49-9100 EQUIPMENT	.00	.00	300,000.00	300,000.00	.0
32-49-9101 ROTOMILL	.00	.00	1,400,000.00	1,400,000.00	.0
32-49-9105 HYDRO-VAC TRAILER	.00	.00	22,500.00	22,500.00	.0
32-49-9110 WHEELED TIRE LOADER (USED)	.00	20,000.00	37,500.00	17,500.00	53.3
32-49-9200 CURB & GUTTER WORK	.00	.00	20,000.00	20,000.00	.0
32-49-9300 SIDEWALK REPLACEMENT PROGRAM	.00	.00	40,000.00	40,000.00	.0
32-49-9305 MAIN ST STREETScape DESIGN	.00	1,966.27	175,000.00	173,033.73	1.1
32-49-9310 TRANSFER TO GENERAL FUND	4,166.67	20,833.35	50,000.00	29,166.65	41.7
TOTAL CAPITAL OUTLAY	4,166.67	42,799.62	2,550,000.00	2,507,200.38	1.7
<u>DEBT SVC</u>					
32-59-4000 PAYING AGENCY FEE	.00	.00	600.00	600.00	.0
32-59-9800 2015 REFUNDING BOND PRINCIPAL	.00	.00	440,000.00	440,000.00	.0
32-59-9850 2015 REFUNDING BOND INTEREST	.00	.00	66,263.00	66,263.00	.0
TOTAL DEBT SVC	.00	.00	506,863.00	506,863.00	.0
TOTAL FUND EXPENDITURES	4,166.67	42,799.62	3,056,863.00	3,014,063.38	1.4
NET REVENUE OVER EXPENDITURES	134,533.74	628,326.41	(1,504,863.00)	(2,133,189.41)	41.8

TOWN OF ELIZABETH
BALANCE SHEET
MAY 31, 2023

WATER SEWER FUND

ASSETS

52-100001	CASH IN COMBINED CASH FUND	3,043,033.58	
52-101000	PETTY CASH	100.00	
52-101200	COLOTRUST WATER TAP FEE ACCT	504,206.41	
52-101300	COLOTRUST SEWER TAP FEE ACCT	504,206.41	
52-101400	COLOTRUST RENEWABLE WATER ACCT	77,865.46	
52-110000	ACCOUNTS RECEIVABLE: UB	150,033.64	
52-115000	ACCOUNTS RECEIVABLE: OTHER	14,333.11	
52-160100	LAND: WATER	171,737.60	
52-160200	LAND: SEWER	143,729.50	
52-161100	EASEMENTS: WATER	10,890.77	
52-161200	EASEMENTS: SEWER	32,271.26	
52-162100	PLANT & EQUIPMENT: WATER	2,271,315.79	
52-162200	PLANT & EQUIPMENT: SEWER	6,013,924.47	
52-163100	WATER IMPROVEMENTS	2,288,597.77	
52-163200	SEWER IMPROVEMENTS	2,727,573.38	
52-165100	CONSTRUCTION IN PROGRESS: WTR	3,082,422.50	
52-165200	CONSTRUCTION IN PROGRESS: SWR	73,176.80	
52-169100	ACCUMULATED DEP: WATER	(2,856,813.48)	
52-169200	ACCUMULATED DEP: SEWER	(4,109,283.34)	
	TOTAL ASSETS		14,143,321.63

LIABILITIES AND EQUITY

LIABILITIES

52-201000	ACCRUED SALARIES PAYABLE	(675.00)	
52-202000	ACCOUNTS PAYABLE	1,476.60	
52-203000	RETAINAGE PAYABLE	111,428.14	
52-215200	ACCRUED INT PAY: SEWER	2,103.20	
52-218000	COMPENSATED ABSENCES PAYABLE	14,582.02	
52-218100	COMP ABSENCES- CURRENT PAYABLE	1,458.20	
52-220000	CUSTOMER METER DEPOSITS	47,974.16	
52-231200	2007 CWRPDA CUR NOTES PAYABLE	62,396.58	
52-239402	2007 CWRPDA NOTE PAYABLE	275,161.86	
	TOTAL LIABILITIES		515,905.76

FUND EQUITY

52-280000	RETAINED EARNINGS	13,779,786.34	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(152,370.47)	
	BALANCE - CURRENT DATE	(152,370.47)	
	TOTAL FUND EQUITY		13,627,415.87
	TOTAL LIABILITIES AND EQUITY		14,143,321.63

TOWN OF ELIZABETH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2023

WATER SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>CHARGE FOR SERVICES / TAP FEES</u>					
52-34-4100 WATER SALES	59,868.39	279,138.55	750,000.00	470,861.45	37.2
52-34-4200 SEWER SALES	66,491.94	332,321.46	680,000.00	347,678.54	48.9
52-34-7000 RETURN CHECK CHARGES	.00	109.07	.00	(109.07)	.0
52-34-8100 WATER TAP FEES	9,244.56	175,111.92	250,000.00	74,888.08	70.0
52-34-8120 RENEWABLE WATER FEE	.00	3,813.39	.00	(3,813.39)	.0
52-34-8200 SEWER TAP FEES	9,244.56	175,111.92	450,000.00	274,888.08	38.9
TOTAL CHARGE FOR SERVICES / TAP FEES	144,849.45	965,606.31	2,130,000.00	1,164,393.69	45.3
<u>MISCELLANEOUS</u>					
52-36-1000 INVESTMENT INCOME	18,829.18	82,793.93	10,000.00	(72,793.93)	827.9
52-36-9000 OTHER REVENUE	3,827.24	32,577.03	70,000.00	37,422.97	46.5
TOTAL MISCELLANEOUS	22,656.42	115,370.96	80,000.00	(35,370.96)	144.2
TOTAL FUND REVENUE	167,505.87	1,080,977.27	2,210,000.00	1,129,022.73	48.9

TOWN OF ELIZABETH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2023

WATER SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>WATER</u>					
52-57-1100 SALARIES & WAGES- WATER	12,370.57	57,937.95	164,567.00	106,629.05	35.2
52-57-1300 OVERTIME	646.73	2,973.61	13,000.00	10,026.39	22.9
52-57-1400 WORKERS' COMPENSATION	445.79	2,080.78	6,900.00	4,819.22	30.2
52-57-1500 HEALTH INSURANCE	2,881.44	14,310.47	38,000.00	23,689.53	37.7
52-57-1550 RETIREMENT	368.36	1,614.07	5,000.00	3,385.93	32.3
52-57-1600 FICA	973.79	4,559.21	165,561.00	161,001.79	2.8
52-57-1700 COLO UNEMPLOYMENT	26.04	122.27	533.00	410.73	22.9
52-57-1825 MEMBERSHIPS - EMPLOYEE	.00	300.00	900.00	600.00	33.3
52-57-1850 TRAINING, TRAVEL AND LODGING	.00	.00	1,325.00	1,325.00	.0
52-57-3200 CONTRACTED SERVICES	369.52	6,139.52	160,000.00	153,860.48	3.8
52-57-4800 TELEPHONE AND CELLPHONES	202.50	461.25	2,700.00	2,238.75	17.1
52-57-4900 UTILITIES	58.49	32,649.08	100,000.00	67,350.92	32.7
52-57-5400 INSURANCE	.00	2,908.14	11,000.00	8,091.86	26.4
52-57-5500 LEGAL - CONTRACTED	.00	.00	7,500.00	7,500.00	.0
52-57-6000 MAINTENANCE AND REPAIRS	14,742.68	38,757.22	150,000.00	111,242.78	25.8
52-57-6600 UNIFORMS	64.95	335.05	2,500.00	2,164.95	13.4
52-57-7500 CHEMICAL SUPPLIES	.00	13,822.35	18,000.00	4,177.65	76.8
52-57-7550 WATER SUPPLIES	915.70	3,216.54	15,000.00	11,783.46	21.4
52-57-8050 VEHICLE MAINT & REPAIRS	616.55	1,845.41	9,000.00	7,154.59	20.5
52-57-8075 FUEL	545.91	2,672.22	9,000.00	6,327.78	29.7
52-57-8080 DIESEL	235.24	1,121.00	3,600.00	2,479.00	31.1
52-57-9000 OTHER	.00	236.75	2,000.00	1,763.25	11.8
52-57-9050 VEHICLE DEPRECIATION	.00	.00	7,344.00	7,344.00	.0
52-57-9100 RITORO WELLS	.00	477,890.05	1,300,000.00	822,109.95	36.8
52-57-9900 WATER LINE UPGRADE	.00	.00	85,000.00	85,000.00	.0
TOTAL WATER	35,464.26	665,952.94	2,278,430.00	1,612,477.06	29.2

TOWN OF ELIZABETH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2023

WATER SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>SEWER</u>					
52-58-1100 -SALARIES & WAGES- SEWER	12,370.55	57,937.85	164,567.00	106,629.15	35.2
52-58-1300 OVERTIME	646.73	2,973.61	13,000.00	10,026.39	22.9
52-58-1400 WORKERS' COMPENSATION	445.83	2,080.67	6,900.00	4,819.33	30.2
52-58-1500 HEALTH INSURANCE	2,881.38	14,310.36	38,000.00	23,689.64	37.7
52-58-1550 RETIREMENT	368.42	1,614.37	5,000.00	3,385.63	32.3
52-58-1600 FICA	973.78	4,559.16	13,584.00	9,024.84	33.6
52-58-1700 COLO UNEMPLOYMENT	36.09	169.22	533.00	363.78	31.8
52-58-1825 MEMBERSHIPS - EMPLOYEE	.00	.00	900.00	900.00	.0
52-58-1850 TRAINING, TRAVEL AND LODGING	.00	.00	1,325.00	1,325.00	.0
52-58-3200 CONTRACTED SERVICES	3,027.64	30,252.51	90,000.00	59,747.49	33.6
52-58-4800 TELEPHONE AND CELLPHONES	719.28	3,228.26	10,700.00	7,471.74	30.2
52-58-4900 UTILITIES	1,446.33	22,478.18	70,000.00	47,521.82	32.1
52-58-5400 INSURANCE	.00	3,199.47	15,400.00	12,200.53	20.8
52-58-6000 MAINTENANCE AND REPAIRS	3,515.51	17,053.14	130,000.00	112,946.86	13.1
52-58-6610 UNIFORMS	64.95	335.05	2,500.00	2,164.95	13.4
52-58-7500 SEWER SUPPLIES	833.08	1,098.75	5,000.00	3,901.25	22.0
52-58-8050 VEHICLE MAINT & REPAIRS	616.55	1,574.25	9,000.00	7,425.75	17.5
52-58-8075 FUEL	545.91	2,672.22	9,000.00	6,327.78	29.7
52-58-8080 DIESEL	235.24	1,086.80	3,600.00	2,513.20	30.2
52-58-9000 OTHER	.00	236.76	5,000.00	4,763.24	4.7
52-58-9050 VEHICLE DEPRECIATION	.00	.00	7,344.00	7,344.00	.0
52-58-9400 WTP UPGRADES	.00	290,399.40	950,000.00	659,600.60	30.6
TOTAL SEWER	28,727.27	457,260.03	1,551,353.00	1,094,092.97	29.5
<u>2007 CWRPDA</u>					
52-63-6300 2007 CWRPDA PYMT- PRINCIPAL	.00	30,908.52	62,398.00	31,489.48	49.5
52-63-6400 2007 CWRPDA- INTEREST	.00	6,309.60	12,100.00	5,790.40	52.2
TOTAL 2007 CWRPDA	.00	37,218.12	74,498.00	37,279.88	50.0
<u>DEPARTMENT 65</u>					
52-65-9900 TRANSFER TO GENERAL FUND	14,583.33	72,916.65	175,000.00	102,083.35	41.7
TOTAL DEPARTMENT 65	14,583.33	72,916.65	175,000.00	102,083.35	41.7
TOTAL FUND EXPENDITURES	78,774.86	1,233,347.74	4,079,281.00	2,845,933.26	30.2
NET REVENUE OVER EXPENDITURES	88,731.01	(152,370.47)	(1,869,281.00)	(1,716,910.53)	(8.2)



TOWN OF ELIZABETH POLICE DEPARTMENT

JEFF ENGEL CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

07/16/2023 to 07/29/2023



ELIZABETH POLICE DEPARTMENT'S MISSION STATEMENT:

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

The following is an informational breakdown of EPD police activity from **07/16/2023 at 12:01 a.m. to 07/29/2023 at 11:59 p.m.** This information is compiled from our Records Management System (RMS), identified as New World (NW), as well as Douglas County Regional Dispatch (DRDC) records.

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



TOWN OF ELIZABETH POLICE DEPARTMENT

JEFF ENGEL CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

07/16/2023 to 07/29/2023

Total Calls for Service:

246

Traffic Stops:

Total Stops:	Penalty Assessments:	Written Warnings:	Verbal Warnings:	Assisting Other Agencies
43	18	17	1	7

Parking Violations:

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

Other Calls for Service:

Call Type:	Number of Calls:
911 Rapid SOS	1
Abandoned Vehicle	1
Alarm-Business Burglary	4
Alarm-Business Hold Up	1
Alarm-Residential Burglary	1
Animal Barking	1
Animal Complaint	1
Assist to Other Agency	2
Attempt to Contact	1
Business Check	14
Burglary	1
Citizen Assist	6
Citizen Contact	2



TOWN OF ELIZABETH POLICE DEPARTMENT

JEFF ENGEL CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

07/16/2023 to 07/29/2023

Crime Prevention	1
Disturbance	2
Domestic Violence-Verbal	1
Domestic Violence-Physical	1
Fireworks	4
Follow Up	23
Found Property	3
Fraud	1
Harassment	1
Increased Patrol	83
Juvenile Complaint	1
Liquor Violation	1
Medical Assist	3
Motorist Assist	4
Municipal Ordinance Violation	2
Motor Vehicle Accident with Property Damage	2
Park Check	1
Parking Complaint	1
Report Every Drunk Driver Immediately	3
Repossession	1
Special Assignment	4
Suicidal Subject	1
Suspicious Circumstance	3
Suspicious Person	1
Suspicious Vehicle	6
Theft	2
Traffic Complaint	3
Traffic Hazard	2
Traffic Stop	43
Unknown Trouble	1
Vehicle Trespass	1
VIN Verify	3
Wildlife	1



TOWN OF ELIZABETH POLICE DEPARTMENT

JEFF ENGEL CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

07/16/2023 to 07/29/2023

Open and Active Investigations:

Case/Incident Number:	Call Type:	Details:
23-2421	Municipal Ordinance Violation	Investigation of a property in Town.
23-1866	Theft	Investigation into theft at a local business.
23-2040	Burglary	Investigation into a burglary that occurred at a local business.
23-2917	Death	Investigation into an unattended death that occurred in Town.
23-2106	Harassment	Investigation into harassment involving juveniles.
23-3265	Child Abuse	Investigation into a child abuse.
23-3457	Theft	Investigation into theft at a local business.
23-3657	Theft/Eluding	Investigation into a theft at a local business. The suspect eluded officers.

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



TOWN OF ELIZABETH POLICE DEPARTMENT

JEFF ENGEL CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

07/16/2023 to 07/29/2023

Closed Case/Incident Reports:

Case/Incident Number:	Call Type:	Details:
23-3579	Fraud	EPD responded to a reported fraud. After investigation, it was determined the crime occurred out of state. The case was forwarded to the proper jurisdiction.
23-3556	Harassment	EPD responded to a report of a harassment. Upon investigation, it is unclear if a crime occurred, and the suspect could not be identified.
23-3553	Motor Vehicle Accident	EPD responded to a single vehicle crash vs. a deer. The deer was euthanized by EPD.
23-3589	Traffic Stop	An EPD Officer contacted a motorist for a traffic offense. After investigation, it was determined the vehicle was displaying fictitious plates, and the driver did not have a valid license. The vehicle was impounded, and the driver was issued a summons for several offenses.
23-3412	Domestic Violence	EPD responded to a call of domestic violence. Upon investigation, there was not probable cause that a crime had occurred.
23-3617	Mental Health Hold	EPD responded to an adult female who was suicidal. After investigation, the subject was placed on an emergency mental health hold and transported to a mental health facility.
23-3636	Found Property	EPD had a cellphone turned into them. As the owner could not be located, the phone was booked into evidence for safekeeping.
23-3647	Found Property	EPD had a pair of sunglasses turned into them. As the owner could not be located, the sunglasses were booked into evidence for safekeeping.



TOWN OF ELIZABETH POLICE DEPARTMENT

JEFF ENGEL CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

07/16/2023 to 07/29/2023

23-3643	Driving Under the Influence of Alcohol	EPD responded to a motorist who was parked on a sidewalk. After investigation, it was determined the motorist was intoxicated. They were subsequently arrested and booked into the Elbert County Jail.
23-3301	Animal Complaint	EPD responded to a complaint about barking dogs. As this was a continuous problem, the suspect was issued a municipal summons.
23-3635	Theft	EPD took a report of a stolen license plate. No suspects were identified, and the license plate was entered as stolen.
23-3668	Assist to Douglas County Sheriff's Office	An EPD Officer responded to assist the Douglas County Sheriff's Office for Spanish translation.
23-3687	Curfew Violation	An EPD Officer located several juveniles out past curfew. The juveniles were all issued municipal summonses.
23-3608	Child Abuse	EPD responded to a local school on a reported child abuse. After investigation, no crime had occurred.
23-3675	Burglary	EPD responded to a building in Town that had been broken into. No suspects were identified.



TOWN OF ELIZABETH POLICE DEPARTMENT

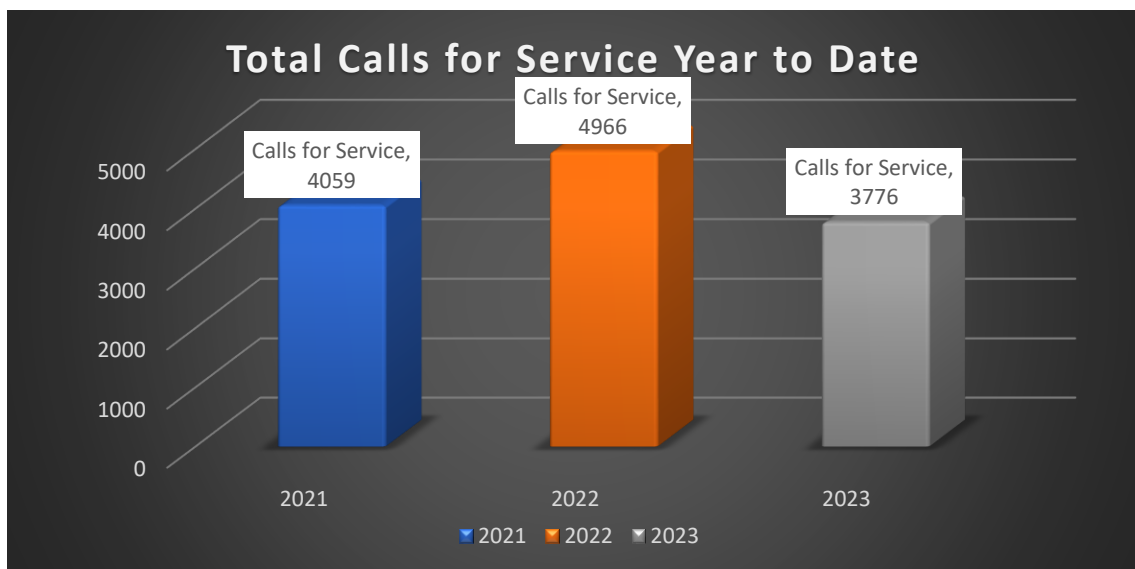
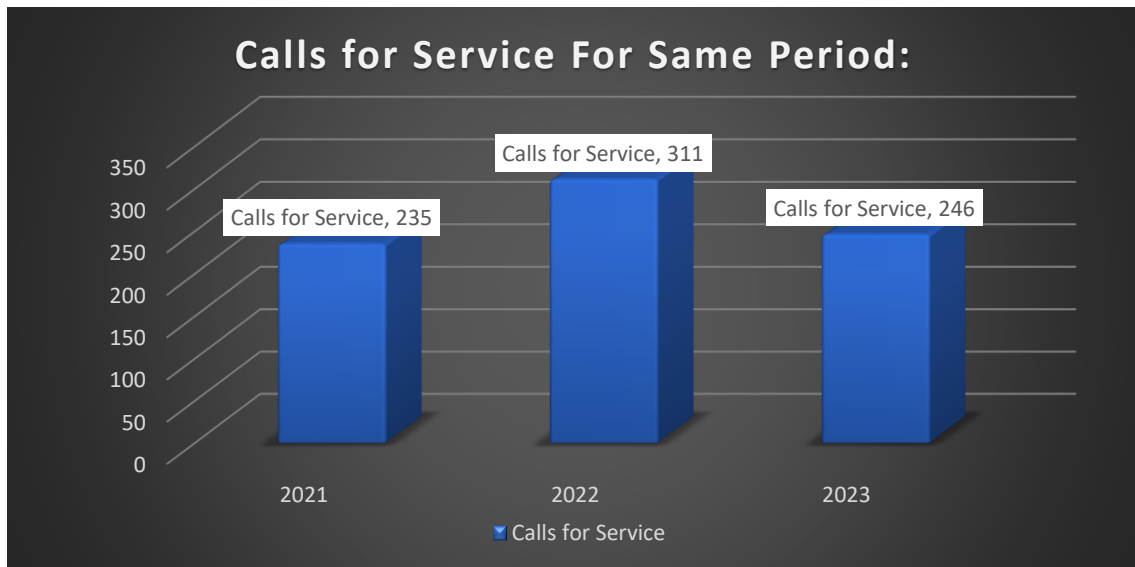
JEFF ENGEL CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

07/16/2023 to 07/29/2023

Historical Data:





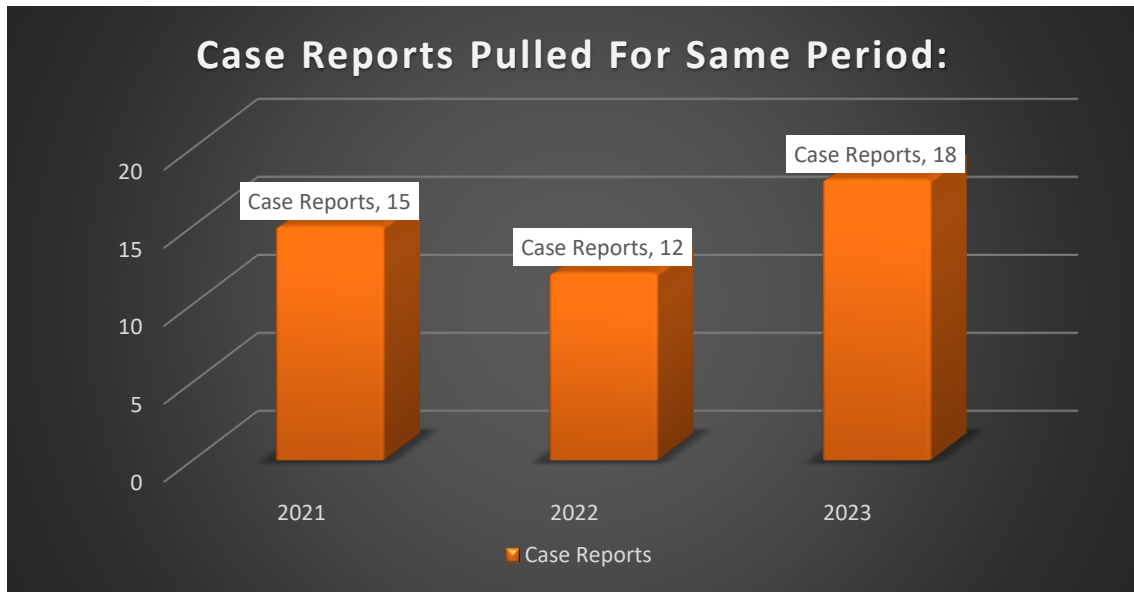
TOWN OF ELIZABETH POLICE DEPARTMENT

JEFF ENGEL CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

07/16/2023 to 07/29/2023





TOWN OF ELIZABETH

MICHAEL DEVOL, PUBLIC WORKS DIRECTOR

TO: Honorable Mayor and Town Board of Trustees
FROM: Mike DeVol, Public Works Director
DATE: August 8, 2023
SUBJECT: Public Works Monitoring Report

***Town Street Paving Improvements Project:**

1. PW has completed a first-year inspection (2-year warranty) of the paved streets to have any repairs Completed as needed during the summer months.

***Town Main St. Decorations:**

1. PW has installed hanging flowerpots and filled planters along Main St.

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

1. Attached in Packet

*** Town Water Line Emergency Repair:**

1. Emergency 8-inch Main Repair behind Wild Flower Saddle shop. The main was potholed by vacuum trailer and a leak was detected at approximately 25 gallons per minute. The defective area was removed and replaced without shutting any services off for the 6-hour repair. The leak was at a pipe joint.

***Town Hall Landscaping Plan:**

1. PW is procuring New Handrail material and installation across old Bridge walkway and front of Town Hall, there is a back order of material, and a time frame is forth Coming.

***Town Walkway Repairs:**

1. PW has replaced numerous sections of concrete sidewalk along the East side of Main St businesses for safety reasons. Public Works is gathering cost information for repairs around town that need immediate attention.

*** Town Snow Plowing and Street Sweeping:**

1. PW is actively searching for a Newer Street Sweeper for purchase in 2023.
2. Sweeping is taking place as weather and time allows.

***Town New Wells at Ritoro/Gold Creek Valley:**

1. The new Wells building is in the final stages of punchlist items to be completed. Plumbing, Electrical, HVAC, inspections have all been completed and in the Safebuilt Dropbox for approval.
3. The Back-up Generator is installed and tested for normal operations.



***Town Trail Project:**

1. Annual Walk through for Grant Compliance was successful and a full report has been filed with CDOT And PW is awaiting their approval and comments.
2. PW has scheduled 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.

***Gold Creek Lift Station Improvements:**

1. Installation of Wet Well is completed from underground excavation.
2. Piping and tie-ins to the system are taking place now.
3. Electrical panels and SCADA communications are being installed now.

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

***Gold Creek Wastewater Treatment Plant (GCWWTP)**

1. The new fine screen replacement unit has been installed and the electrical will be installed this week. Testing of the screen will begin the week of August 21st.

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

1. N/A

***Town Public Works Road Extension:**

1. N/A

***Town Farmers Market:**

Event Park Name is Running Creek Park (RCP).

1. Inter-seeding and fertilization have been completed to thicken the areas of grass that are thin.
2. Fencing is being installed along the perimeter of RC Park to aid in access control during events.
3. Event Clean -Up has been less than expected and Patrick is addressing with EBC.

***Town Parks and Right of Way (ROW):**

1. Porta-Potty has been added to Bandt Park parking area for the summer season.

Upcoming Projects:

1. PW has completed the following Annual Reporting:



TOWN OF ELIZABETH

MICHAEL DEVOL, PUBLIC WORKS DIRECTOR

2. Annual Biosolids
3. Regulation 85 Nutrient Monitoring/Accepted by CDPHE
4. Water Augmentation and Recording
5. Water Lead and Copper sampling
6. Water Constituents Metals
7. Annual DMR (Daily Monitoring Report) Gold Creek Wastewater Plant
8. Tree City USA Application/ Accepted and approved by Tree City USA
9. Trail DOLA findings and Inspections/ Addition of Willow Cuttings Planted
10. PW continues to work on Highway User Tax Fund (HUTF) reporting and data processing.

Mail Kiosk:

1. Mail Kiosk are installed, and USPS has installed all new locks (USPS Supplied) on both Kiosk locations.

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

**Town of Elizabeth
Monthly Accounting - Leases**

HRS Water Consultants, Inc.

2023 Water Year

Duke Lease - Entered into August 24, 2004.

Month	Total Gold Creek Effluent		Difference/Surplus Effluent
	Usage (af)	Duke Lease (af)	
November	15.71	1.7	14.01
December	14.42	1.3	13.12
January	15.61	0.9	14.71
February	15.11	0.7	14.41
March	16.03	0.5	15.53
April	18.18	0.4	17.78
May	18.41	0.3	18.11
June	17.12	0.4	16.72
July		0.9	-0.90
August		2.1	-2.10
September		3.3	-3.30
October		2.5	-2.50
WY Total	130.6	15.0	88.5

Town of Elizabeth
Denver Basin Wells - Monthly Accounting

HRS Water Consultants, Inc.

2022 Water Year		Meter Serial # 69269247 Permit 75162-F WDID # 0113127 Lower Dawson Middle School Well A				Meter Serial # 86945024 Permit 052511-F WDID # 0113128 Denver Middle School Well B				School Wells Total	Meter Serial # 20083304 Permit 15617-F-R WDID #0106440 Dawson (Old) Well No. 2				Meter Serial # 20100899 Permit 16210-F-R WDID #0106437 Denver (Old) Bishop Well A				Meter Serial # 20072055 Permit 044454-F WDID #0109931 Arapahoe (Old) Well A-1				Meter Serial # - To be added when installed. Permit 84415-F WDID #0113129 Denver (New) Well D-2				Meter Serial # - To be added when installed Permit 84416-F WDID #0113130 Arapahoe (New) Well A-2				All Wells
Water Year 2023	Month	Meter Reading gallons	Monthly Volume af	Cumulative Total af	Remaining Annual Volume af	Meter Reading gallons	Monthly Volume af	Cumulative Total af	Remaining Annual Volume af	Monthly Volume af	Meter Reading gallons	Monthly Volume af	Cumulative Total af	Remaining Annual Volume af	Meter Reading gallons	Monthly Volume af	Cumulative Total af	Remaining Annual Volume af	Meter Reading gallons	Monthly Volume af	Cumulative Total af	Remaining Annual Volume af	Meter Reading gallons	Monthly Volume af	Cumulative Total af	Remaining Annual Volume af	Meter Reading gallons	Monthly Volume af	Cumulative Total af	Remaining Annual Volume af	Monthly Volume af
1/11/2022	November 1st	49,659,000	0.00	0.00	21.00	802,000	0.00	0.00	39.70	0.00	90,473,600	0.00	0.00	50.00	90,320,300	0.00	0.00	150.00	12,729,800	0.00	0.00	127.40	0.00	0.00	0.00	90.40	0.00	0.00	0.00	88.10	
1/12/2022	December 1st	49,659,000	0.00	0.00	21.00	802,000	0.00	0.00	39.70	0.00	90,473,600	0.00	0.00	50.00	90,320,300	0.00	0.00	150.00	17,485,900	14.60	14.60	112.80	0.00	0.00	0.00	90.40	0.00	0.00	0.00	88.10	14.60
1/1/2023	January 1st	49,659,000	0.00	0.00	21.00	802,000	0.00	0.00	39.70	0.00	90,473,600	0.00	0.00	50.00	90,412,900	0.28	0.28	149.72	22,536,200	15.50	30.10	97.30	0.00	0.00	0.00	90.40	0.00	0.00	0.00	88.10	15.78
1/2/2023	February 1st	49,659,000	0.00	0.00	21.00	802,000	0.00	0.00	39.70	0.00	90,473,600	0.00	0.00	50.00	90,412,900	0.00	0.28	149.72	27,670,200	15.76	45.85	81.55	0.00	0.00	0.00	90.40	0.00	0.00	0.00	88.10	15.76
1/3/2023	March 1st	49,659,000	0.00	0.00	21.00	802,000	0.00	0.00	39.70	0.00	90,473,600	0.00	0.00	50.00	90,518,400	0.32	0.61	149.39	32,448,800	14.67	60.52	66.88	0.00	0.00	0.00	90.40	0.00	0.00	0.00	88.10	14.99
1/4/2023	April 1st	49,703,000	0.14	0.14	20.86	806,000	0.01	0.01	39.69	0.15	90,473,600	0.00	0.00	50.00	90,518,400	0.00	0.61	149.39	37,515,600	15.55	76.07	51.33	0.00	0.00	0.00	90.40	0.00	0.00	0.00	88.10	15.70
1/5/2023	May 1st	49,775,000	0.22	0.36	20.64	806,000	0.00	0.01	39.69	0.22	90,473,600	0.00	0.00	50.00	90,622,400	0.32	0.93	149.07	42,540,400	15.42	91.49	35.91	0.00	0.00	0.00	90.40	0.00	0.00	0.00	88.10	15.96
1/6/2023	June 1st	50,164,000	1.19	1.55	19.45	806,000	0.00	0.01	39.69	1.19	90,473,600	0.00	0.00	50.00	91,949,500	4.07	5.00	145.00	46,824,000	13.15	104.64	22.76	0.00	0.00	0.00	90.40	1,772,698.00	5.44	5.44	82.66	23.85
1/7/2023	July 1st	50,741,000	1.77	3.32	17.68	806,000	0.00	0.01	39.69	1.77	90,473,600	0.00	0.00	50.00	92,602,800	2.01	7.01	142.99	48,282,800	4.48	109.12	18.28	1,813,079	5.56	5.56	84.84	6,126,516	13.36	18.80	69.30	27.18
1/8/2023	August 1st		0.00	3.32	17.68		0.00	0.01	39.69	0.00		0.00	0.00	50.00		0.00	7.01	142.99		0.00	109.12	18.28		0.00	5.56	84.84	0.00	18.80	69.30	0.00	
1/9/2023	September 1st		0.00	3.32	17.68		0.00	0.01	39.69	0.00		0.00	0.00	50.00		0.00	7.01	142.99		0.00	109.12	18.28		0.00	5.56	84.84	0.00	18.80	69.30	0.00	
1/10/2023	October 1st		0.00	3.32	17.68		0.00	0.01	39.69	0.00		0.00	0.00	50.00		0.00	7.01	142.99		0.00	109.12	18.28		0.00	5.56	84.84	0.00	18.80	69.30	0.00	
1/11/2023	November 1st		0.00	3.32	17.68		0.00	0.01	39.69	0.00		0.00	0.00	50.00		0.00	7.01	142.99		0.00	109.12	18.28		0.00	5.56	84.84	0.00	18.80	69.30	0.00	
	Annual Total		3.32				0.01		39.70	3.33		0.00			7.01			109.12			5.56				5.56		18.80				

Comments
The "Remaining Annual Volume" for each well does not include banking. It is the remaining annual appropriation value.

During the month of September 2022 the meter for the A-1 well rolled over. An imaginary 1 was added to the reading. Will start the 2023 water year with the actual read.

Town of Elizabeth Accounting Contact Information

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Mr. Mark Palumbo
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Office Phone [303-462-1111](tel:303-462-1111) ext. 302
Mobile Phone 303-906-7665

Mr. Matthew Seitz
HRS Water Consultants, Inc.
Email mseitz@hrswater.com
Office Phone [303-462-1111](tel:303-462-1111) ext. 301
Mobile Phone 303-910-7701

Town of Elizabeth Accounting Comments

HRS Water Consultants, Inc.

1. All meter readings are taken on the first of the month.
2. Negative numbers on banking page indicate amount used from banked amount.
3. Monthly manual entries on the well pumping page are highlighted in green.
4. Monthly manual entries on the leases page are highlighted in green.

Town of Elizabeth
Denver Basin Wells - Monthly Accounting

HRS Water Consultants, Inc.

2022 Water Year		Meter Serial # 69269247 Permit 75162-F WDID # 0113127 Lower Dawson Middle School Well A				Meter Serial # 86945024 Permit 052511-F WDID # 0113128 Denver Middle School Well B				School Wells Total	Meter Serial # 20083304 Permit 15617-F-R WDID #0106440 Dawson Well No. 2				Meter Serial # 20100899 Permit 16210-F-R WDID #0106437 Denver Bishop Well A				Meter Serial # 20072055 Permit 044454-F WDID #0109931 Arapahoe Well A-1				<i>Meter Serial # - To be added when installed.</i> Permit 84415-F WDID #0113129 Denver Well D-2				<i>Meter Serial # - To be added when installed</i> Permit 84416-F WDID #0113130 Arapahoe Well A-2				All Wells
Water Year 2022	Month	Meter Reading gallons	Monthly Volume af	Cumulative Total af	Remaining Annual Volume af	Meter Reading gallons	Monthly Volume af	Cumulative Total af	Remaining Annual Volume af	Monthly Volume af	Meter Reading gallons	Monthly Volume af	Cumulative Total af	Remaining Annual Volume af	Meter Reading gallons	Monthly Volume af	Cumulative Total af	Remaining Annual Volume af	Meter Reading gallons	Monthly Volume af	Cumulative Total af	Remaining Annual Volume af	Meter Reading gallons	Monthly Volume af	Cumulative Total af	Remaining Annual Volume af	Meter Reading gallons	Monthly Volume af	Cumulative Total af	Remaining Annual Volume af	Monthly Volume af
1/11/2021	November 1st	47,119,000	0.00	0.00	21.00	609,000	0.00	0.00	39.70	0.00	66,279,100	0.00	0.00	50.00	54,470,800	0.00	0.00	150.00	75,909,100	0.00	0.00	127.40	0.00	0.00	0.00	90.40	0.00	0.00	0.00	88.10	15.49
1/12/2021	December 1st	47,119,000	0.00	0.00	21.00	609,000	0.00	0.00	39.70	0.00	66,566,600	0.88	0.88	49.12	59,231,900	14.61	14.61	135.39	75,909,100	0.00	0.00	127.40	0.00	0.00	0.00	90.40	0.00	0.00	0.00	88.10	16.35
1/1/2022	January 1st	47,119,000	0.00	0.00	21.00	609,000	0.00	0.00	39.70	0.00	68,282,400	5.27	6.15	43.85	62,838,500	11.07	25.68	124.32	75,912,900	0.01	0.01	127.39	0.00	0.00	0.00	90.40	0.00	0.00	0.00	88.10	16.02
1/2/2022	February 1st	47,119,000	0.00	0.00	21.00	609,000	0.00	0.00	39.70	0.00	70,528,500	6.89	13.04	36.96	65,811,300	9.12	34.81	115.19	75,912,900	0.00	0.01	127.39	0.00	0.00	0.00	90.40	0.00	0.00	0.00	88.10	14.90
1/3/2022	March 1st	47,119,000	0.00	0.00	21.00	609,000	0.00	0.00	39.70	0.00	72,315,900	5.49	18.53	31.47	68,878,700	9.41	44.22	105.78	75,912,900	0.00	0.01	127.39	0.00	0.00	0.00	90.40	0.00	0.00	0.00	88.10	16.10
1/4/2022	April 1st	47,125,000	0.02	0.02	20.98	610,000	0.00	0.00	39.70	0.02	74,251,400	5.94	24.47	25.53	70,495,100	4.96	49.18	100.82	77,599,900	5.18	5.19	122.21	0.00	0.00	0.00	90.40	0.00	0.00	0.00	88.10	18.33
1/5/2022	May 1st	47,399,000	0.84	0.86	20.14	610,000	0.00	0.00	39.70	0.84	76,548,100	7.05	31.52	18.48	70,545,700	0.16	49.34	100.66	80,949,600	10.28	15.47	111.93	0.00	0.00	0.00	90.40	0.00	0.00	0.00	88.10	31.30
1/6/2022	June 1st	47,739,000	1.04	1.90	19.10	610,000	0.00	0.00	39.70	1.04	79,876,000	10.21	41.73	8.27	71,918,200	4.21	53.55	96.45	86,107,900	15.83	31.30	96.10	0.00	0.00	0.00	90.40	0.00	0.00	0.00	88.10	38.79
1/7/2022	July 1st	47,883,000	0.44	2.34	18.66	619,000	0.03	0.03	39.67	0.47	83,259,000	10.38	52.11	-2.11	75,854,800	12.08	65.63	84.37	91,275,100	15.86	47.16	80.24	0	0.00	0.00	90.40	0	0.00	0.00	88.10	43.28
1/8/2022	August 1st	48,297,000	1.27	3.62	17.38	619,000	0.00	0.03	39.67	1.27	86,608,000	10.28	62.39	-12.39	80,446,100	14.09	79.72	70.28	97,022,300	17.64	64.80	62.60	0	0.00	0.00	90.40	0	0.00	0.00	88.10	37.39
1/9/2022	September 1st	48,829,000	1.63	5.25	15.75	794,000	0.54	0.57	39.13	2.17	88,399,000	5.50	67.89	-17.89	84,921,300	13.73	93.46	56.54	102,232,000	15.99	80.79	46.61	0	0.00	0.00	90.40	0	0.00	0.00	88.10	34.98
1/10/2022	October 1st	49,372,000	1.67	6.91	14.09	794,000	0.00	0.57	39.13	1.67	90,367,600	6.04	73.93	-23.93	88,729,400	11.69	105.14	44.86	107,310,500	15.59	96.37	31.03	0	0.00	0.00	90.40	0	0.00	0.00	88.10	22.75
1/11/2022	November 1st	49,659,000	0.88	7.80	13.20	802,000	0.02	0.59	39.11	0.91	90,473,600	0.33	74.26	-24.26	90,320,300	4.88	110.03	39.97	112,729,800	16.63	113.01	14.39	0	0.00	0.00	90.40	0	0.00	0.00	88.10	
	Annual Total		7.80						39.70	8.39				74.26				110.03													

Comments
The "Remaining Annual Volume" for each well does not include banking. It is the remaining annual appropriation value.

During the month of September 2022 the meter for the A-1 well rolled over. An imaginary 1 was added to the reading. Will start the 2023 water year with the actual read.

86945024
 2511-F
 er
 ol Well B

School
 Wells
 Total

Meter Serial # 20083304
 Permit 15617-F-R
 Dawson
 Well No. 2

Meter Serial #
 Permit 162
 Denv
 Bishop V

Monthly Volume af	Cumulative Total af	Monthly Volume af	Meter Reading gallons	Monthly Volume af	Cumulative Total af	Meter Reading gallons
			53,802,400			31,652,000
0.00	0.00	0.00	53,802,400	0.00	0.00	31,652,000
0.00	0.00	0.00	53,802,400	0.00	0.00	31,652,000
0.00	0.00	0.00	53,802,400	0.00	0.00	31,652,000
0.00	0.00	0.00	53,802,400	0.00	0.00	31,652,000
0.00	0.00	0.00	53,802,400	0.00	0.00	31,652,000
0.00	0.00	0.00	53,802,400	0.00	0.00	31,652,000
0.00	0.00	1.22	55,022,600	3.74	3.74	33,681,000
0.00	0.00	0.24	56,786,300	5.41	9.16	37,959,600
0.00	0.00	0.11	58,345,100	4.78	13.94	42,396,600
0.85	0.85	2.28	61,350,400	9.22	23.17	46,470,900
0.69	1.54	1.79	64,596,400	9.96	33.13	49,583,400
0.00	1.54	0.35	66,279,100	5.16	38.29	54,470,800
1.54		5.99		38.29		

20100899
 210-F-R
 er

Meter Serial # 20072055
 Permit 044454-F
 Arapahoe

Meter Serial # To be added.
 Permit 84415-F
 Denver

Well A

Well A-1

Well D-2

Monthly Volume af	Cumulative Total af	Meter Reading gallons	Monthly Volume af	Cumulative Total af	Meter Reading gallons	Monthly Volume af
		25,772,700				
0.00	0.00	30,155,900	13.45	13.45	0.00	0.00
0.00	0.00	34,328,700	12.81	26.26	0.00	0.00
0.00	0.00	38,535,300	12.91	39.17	0.00	0.00
0.00	0.00	42,574,100	12.40	51.57	0.00	0.00
0.00	0.00	46,678,800	12.60	64.16	0.00	0.00
0.00	0.00	51,463,100	14.68	78.85	0.00	0.00
6.23	6.23	54,233,600	8.50	87.35	0.00	0.00
13.13	19.36	58,656,400	13.57	100.92	0.00	0.00
13.62	32.98	64,343,700	17.45	118.38	0.00	0.00
12.50	45.48	70,236,100	18.08	136.46	0.00	0.00
9.55	55.03	75,228,300	15.32	151.78	0.00	0.00
15.00	70.03	75,909,100	2.09	153.87	0.00	0.00
70.03			153.87			0.00

**Meter Serial # To be added.
Permit 84416-F
Arapahoe**

Well A-2

Cumulative Total af	Meter Reading gallons	Monthly Volume af	Cumulative Total af	All Wells Monthly Volume af
0.00	0.00	0.00	0.00	13.45
0.00	0.00	0.00	0.00	12.81
0.00	0.00	0.00	0.00	12.91
0.00	0.00	0.00	0.00	12.40
0.00	0.00	0.00	0.00	12.60
0.00	0.00	0.00	0.00	14.68
0.00	0.00	0.00	0.00	19.69
0.00	0.00	0.00	0.00	32.36
0.00	0.00	0.00	0.00	35.96
0.00	0.00	0.00	0.00	42.09
0.00	0.00	0.00	0.00	36.63
0.00	0.00	0.00	0.00	22.61
		0.00		

**Town of Elizabeth
Monthly Accounting - Leases**

HRS Water Consultants, Inc.

2022 Water Year

Duke Lease - Entered into August 24, 2004.

Month	Total Gold Creek Effluent		Difference/Surplus Effluent
	Usage (af)	Duke Lease (af)	
November	13.60	1.7	11.90
December	14.25	1.3	12.95
January	15.32	0.9	14.42
February	13.39	0.7	12.69
March	14.83	0.5	14.33
April	14.05	0.4	13.65
May	14.31	0.3	14.01
June	14.74	0.4	14.34
July	14.59	0.9	13.69
August	14.63	2.1	12.53
September	13.52	3.3	10.22
October	15.19	2.5	12.69
WY Total	172.4	15.0	132.6

**Town of Elizabeth
Monthly Accounting - Leases**

HRS Water Consultants, Inc.

2021 Water Year

Duke Lease - Entered into August 24, 2004.

Month	Total Gold Creek Effluent Usage (af)	Duke Lease (af)	Difference/Surplus Effluent (af)
November	12.83	1.7	11.13
December	12.65	1.3	11.35
January	13.29	0.9	12.39
February	12.88	0.7	12.18
March	12.02	0.5	11.52
April	12.74	0.4	12.34
May	13.45	0.3	13.15
June	12.70	0.4	12.30
July	12.70	0.9	11.80
August	12.70	2.1	10.60
September	12.39	3.3	9.09
October	13.48	2.5	10.98
WY Total	153.8	15.0	116.4

Town of Elizabeth
Banking - Denver Basin Wells

HRS Water Consultants, Inc.

Arapahoe Well A-1 Annual Appropriation (af/yr) = 127.4
 Lower Dawson School Well A Annual Appropriation (af/yr) = 21
 Denver School Well B Annual Appropriation (af/yr) = 39.7
 Arapahoe Well A-2 Annual Appropriation (af/yr) = 88.1
 Denver Well D-2 Annual Appropriation (af/yr) = 90.4

This annual volume can be exceed pursuant to Case No. 18CW3073. The wellfield limit is 153.4 af/yr.
 This annual volume can be exceed pursuant to Case No. 18CW3073. The wellfield limit is 152.7 af/yr.

Year	Arapahoe Well A-1 Production (af)	Arapahoe Well A-1 Banked Volume (af)	Arapahoe Well A-1 Cumulative Banked Volume (af)	School Well A Production (af)	School Well A Banked Volume (af)	School Well A Cumulative Banked Volume (af)	School Well B Production (af)	School Well B Banked Volume (af)	School Well B Cumulative Banked Volume (af)	Arapahoe Well A-2 Production (af)	Arapahoe Well A-2 Banked Volume (af)	Arapahoe Well A-2 Cumulative Banked Volume (af)	Denver Well D-2 Production (af)	Denver Well D-2 Banked Volume (af)	Denver Well D-2 Cumulative Banked Volume (af)
1996															
1997															
1998															
1999															
2000															
2001															
2002															
2003															
2004															
2005															
2006	112.74	14.66	14.66	0	21	21	0.19	39.51	39.51						
2007	27.94	99.46	114.12	0.01	20.99	41.99	0.08	39.62	79.13						
2008	109.29	18.11	132.22	4.84	16.16	58.15	0	39.7	118.83						
2009	80.43	46.97	179.19	20.58	0.42	58.57	17.24	22.46	141.29						
2010	80.75	46.65	225.84	9.66	11.34	69.91	30.23	9.47	150.76						
2011	61.66	65.74	291.58	0	21	90.91	57.89	-18.19	132.57						
2012	68.22	59.18	350.77	0	21	111.91	31.51	8.19	140.76						
2013	89.75	37.65	388.42	5.47	15.53	127.44	23.92	15.78	156.54						
2014	60.99	66.41	454.84	9.35	11.65	139.09	24.05	15.65	172.19						
2015	60.58	66.82	521.66	12.18	8.82	147.91	21.6	18.1	190.29						
2016	62.75	64.65	586.31	14.98	6.02	153.93	21.87	17.83	208.12						
2017	60.96	66.44	652.75	17.67	3.33	157.26	0.1	39.6	247.72						
2018	31.05	96.35	749.09	18.56	2.44	159.7	20.37	19.33	267.05						
2019	109.56	17.84	766.94	11.93	9.07	168.77	4.82	34.88	301.93						
2020	121.73	5.67	772.60	19.26	1.74	170.51	0.04	39.66	341.59	0.00	88.10	88.10	0.00	90.40	90.40
2021	153.87	-26.47	746.13	4.45	16.55	187.06	1.54	38.16	379.75	0.00	88.10	176.20	0.00	90.40	180.80
2022	113.01	14.39	760.53	7.80	13.20	200.26	0.59	39.11	418.86	0.00	88.10	264.30	0.00	90.40	271.20
2023	109.12	18.28	778.81	3.32	17.68	217.94	0.01	39.69	458.54	18.80	69.30	333.60	5.56	84.84	356.04
2024															
2025															



**HISTORIC ADVISORY BOARD – RECORD OF PROCEEDINGS
JUNE 5, 2023**

CALL TO ORDER

The Regular Meeting of the Historic Advisory Board was called to order on Monday, June 5, 2023, at 4:30 PM by Chair John Quest.

ROLL CALL

Present were Chair John Quest, Vice Chair Aimee Woodall, and Historian Bob Rasmussen. There was a quorum to conduct business.

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

AGENDA CHANGES

There were no changes to the agenda as presented.

UNSCHEDULED PUBLIC COMMENT

There was no unscheduled Public Comment.

CONSENT AGENDA

1. Regular Minutes of May 1, 2023

Motion by Vice Chair Aimee Woodall, seconded by Historian Bob Rasmussen, to approve the Consent Agenda as presented.

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

NEW BUSINESS

2. Discussion regarding the Historic Advisory Board Member Application

Staff provided a report on an update to the Historical Advisory Board application form. Discussion followed between Staff and the Board.



Motion by Vice Chair Aimee Woodall, seconded by Historian Bob Rasmussen, to approve the application with the modifications as discussed.

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

3. Discussion regarding promotional outreach and informational flyer

Staff provided a report on the flyer presented to the Board. Discussion followed.

Motion by Vice Chair Aimee Woodall, seconded by Historian Bob Rasmussen, to raise the current budget for promotional materials from \$750.00 to \$2,500.00.

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

4. Discussion regarding Friday Night Market

Staff provided a report which included dates available for the Historic Advisory Board to have a booth at the Friday Night Market. Discussion followed.

5. Discussion regarding tax credits and incentives presentation with History of Colorado

Staff provided a report and discussed having a speaker to explain possible tax credits.

Motion by Vice Chair Aimee Woodall, seconded by Historian Bob Rasmussen, to set the tax credit discussion for the August 7, 2023, Historical Advisory Board Meeting.

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

Motion by Vice Chair Aimee Woodall, seconded by Historian Bob Rasmussen, to move the July 3, 2023, Regular Board Meeting to July 17, 2023.

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

OLD BUSINESS

6. Discussion regarding the Historic Walk and Talk

Staff and the Board discussed costs for the Walk and Talk.

STAFF REPORTS

- Mr. Higgins discussed the workplan and allocations for the 2024 budget.
- Discussion on the budget followed.
- Ms. Cramer went through her written report that was provided to the Board in their packet.



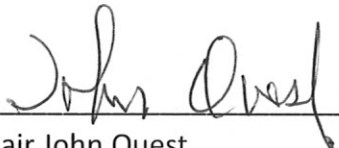
TOWN OF ELIZABETH

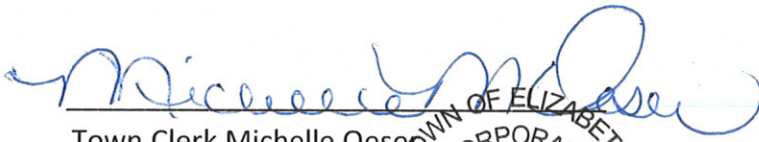
BOARD REPORTS

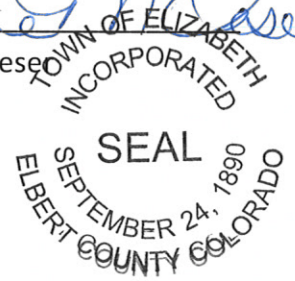
- Discussion regarding Board Member email issues.
- Chair Quest brought up a discussion on construction and designs in the proposed Historic District.
- Discussion followed on the topic of design in the Historic District.

ADJOURNMENT

Motion by Historian Bob Rasmussen, seconded by Vice Chair Woodall, to adjourn the meeting at 5:53 PM. The vote of those Board Members present was unanimously in favor. Motion carried.


Chair John Quest


Town Clerk Michelle Oese





**HISTORIC ADVISORY BOARD – RECORD OF PROCEEDINGS
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CALL TO ORDER

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ROLL CALL

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

AGENDA CHANGES

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UNSCHEDULED PUBLIC COMMENT

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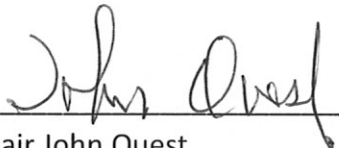
TOWN OF ELIZABETH

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