



# TOWN OF ELIZABETH

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**TOWN OF ELIZABETH  
BOARD OF TRUSTEES REGULAR MEETING  
Tuesday, January 11, 2022 at 7:00 PM  
Town Hall, 151 S. Banner Street**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**UNSCHEDULED PUBLIC COMMENT**

**AGENDA CHANGES**

**CONSENT AGENDA**

1. Minutes of the Regular Meeting of December 14, 2021

**PRESENTATIONS**

2. A Proclamation Commemorating Town of Elizabeth School Choice Week- Mayor Vasquez

**NEW BUSINESS**

3. Discussion and possible action on the appointment of Daniel P. DiLoreto to the Board of Trustees with a term through November 2022- Michelle Oeser
4. Discussion and possible action on appointment of Nick Snively to the Planning Commission as a voting member with term through December 31, 2025- Zach Higgins
5. Discussion and possible action on Ordinance 22-02, an Ordinance amending Section 2-6-20(3) of the Town of Elizabeth Municipal Code regarding the Membership of the Planning Commission- Zach Higgins
6. Discussion and possible action on appointment of Rob Porter or Christine Ware to the Planning Commission as a non-voting member with term through December 31, 2023- Zach Higgins

**PUBLIC HEARING**

7. Ordinance 22-01 – Rescheduled to January 11, 2022, from December 14, 2021- Zach Higgins

**NEW BUSINESS**

8. Discussion and possible action on Ordinance 22-01, an Ordinance Repealing and Reenacting Section 16-6-10 of the Elizabeth Municipal Code regarding Changes to the Town’s Parking Requirements- Zach Higgins

- [9.](#) Discussion and possible action on Resolution 22R01, a Resolution Establishing a Designated Public Place for the Posting of Meeting Notices Pursuant to C.R.S § 24-6-402(2)(c)- Michelle Oeser
- [10.](#) Discussion and possible action on Resolution 22R02, a Resolution approving the Direct Services Contract between the East Central Council of Local Governments’ Regarding Public Transit Services- Michelle Oeser
- [11.](#) Discussion and possible action on Resolution 22R03, a Resolution amending the Town’s authorized check signers as part of the previously implemented Finance Department best practices- Michelle Oeser
- [12.](#) Discussion and Possible action on Resolution 22R04, a Resolution approving the Agreement for Professional Services between the Town and CORE Consulting, Inc. for the Design of the Main Street Streetscape/widening project– Zach Higgins
- [13.](#) Discussion and possible action on Resolution 22R05, a Resolution approving the Agreement for Professional Services between the Town and HistroyMatters, LLC for the Providing of Historic Survey Services- Zach Higgins

**MANAGEMENT MONITORING REPORTS**

- [14.](#) Management Monitoring Reports

**BOARD OF TRUSTEES REPORTS**

- 15. Board of Trustees Report

**STUDENT LIAISON REPORT**

- [16.](#) Student Liaison Report

**MINUTES**

- [17.](#) Minutes of the Main Street Board of Directors November 18, 2021
- [18.](#) Minutes of the Planning Commission of November 2, 2022

**ADJOURNMENT**

# MEETING PROTOCOL AND STANDARDS OF CONDUCT

## Public Participation

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

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

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

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

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

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

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

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

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



Board of Trustees – Record of Proceedings  
December 14, 2021

**CALL TO ORDER**

The Regular Meeting of the Board of Trustees of the Town of Elizabeth was called to order on Tuesday, December 14, 2021, at 7:00 pm by Mayor Megan Vasquez.

Mayor Vasquez added a moment of silence to the agenda.

**ROLL CALL**

Present were Mayor Megan Vasquez, Mayor Pro Tem Angela Ternus, Trustees Tammy Payne, Loren Einspahr, Linda Secrist, and Ron Weaver.

Also present were Town Administrator Patrick Davidson, Interim Town Administrator Chris Lowe, Town Clerk Michelle Oeser, Chief of Police Melvin Berghahn, and Public Works Director Mike DeVol. Student Liaison Bella Valentine was absent.

A moment of silence was held in respect to Trustee Bret Wade.

**PLEDGE OF ALLEGIANCE**

Mayor Vasquez led the Board in the Pledge of Allegiance.

**UNSCHEDULED PUBLIC COMMENT**

No public comment.

**AGENDA CHANGES**

No agenda changes from the Administration.

No agenda changes from the Board.

Agenda set.

**CONSENT AGENDA**

1. Minutes of the Regular Meeting of November 23, 2021
2. Minutes of the Executive Session of December 6, 2021

3. Outback Liquor Tasting Permit Application
4. Approval of Out of State Travel for 2022 Main Street Now Conference

Motion by Mayor Pro Tem Ternus, seconded by Trustee Weaver, to approve the Consent Agenda.

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

5. Discussion and possible action on appointment of John Quest to the Historic Advisory Board with term through December 31, 2024

Motion by Mayor Pro Tem Ternus, seconded by Trustee Einspahr, to appoint John Quest to the Historic Advisory Board with term through December 31, 2024.

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

6. Discussion and possible action on appointment of Christine Ware to the Planning Commission as a non-voting member with term through December 31, 2023

Tabled to January 11, 2022.

7. Discussion and possible action on appointment of Rob Porter to the Planning Commission as a non-voting member with term through December 31, 2023

Tabled to January 11, 2022.

8. Discussion and possible action on appointment of Jenny Case to the Planning Commission as a voting member with term through December 31, 2025

Motion by Mayor Pro Tem Ternus, seconded by Trustee Payne, to appoint Jenny Case to the Planning Commission as a voting member with term through December 31, 2025.

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

9. Discussion and possible action on Ordinance 21-11, an Ordinance repealing and reenacting Section 2-5-20 of the Elizabeth Municipal Code to adopt the Lexipol Policy Manual System as the Town of Elizabeth Police Department Manual

Motion by Mayor Pro Tem Ternus, seconded by Trustee Einspahr, to approve Ordinance 21-11, an Ordinance repealing and reenacting Section 2-5-20 of the Elizabeth Municipal Code to adopt the Lexipol Policy Manual System as the Town of Elizabeth Police Department Manual.

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

10. Discussion and possible action on Resolution 21R50, a Resolution adopting the 2022 Town of Elizabeth Budget

Motion by Trustee Payne, seconded by Trustee Weaver, to approve Resolution 21R50, a Resolution adopting the 2022 Town of Elizabeth Budget.

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

11. Discussion and possible action on Resolution 21R51, a Resolution appropriating Sums of Money

Motion by Trustee Payne, seconded by Trustee Weaver, to approve Resolution 21R51, a Resolution appropriating Sums of Money.

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

12. Discussion and possible action on Resolution 21R52, a Resolution to Set Mill Levy

Motion by Trustee Einspahr, seconded by Trustee Payne, to approve Resolution 21R52, a Resolution to Set Mill Levy.

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

13. Discussion on Board of Trustee's Code of Conduct

Board provided direction to the Town Administrator to move forward.

Mayor Vasquez opened the Public Hearing at 8:28 pm.

**PUBLIC HEARING**

14. Ordinance 21-12 – Rescheduled to January 11, 2022

Public Hearing rescheduled to the January 11, 2022, Regular Board Meeting.

Mayor Vasquez closed the Public Hearing at 8:31 pm.

**MANAGEMENT MONITORING REPORTS**

- Town Administrator Patrick Davidson told the Board that he is pleased to have been chosen as the new Elizabeth Town Administrator.
- Town Clerk Michelle Oeser stressed to the Board how much staff appreciated the Christmas party and gifts.
- Ms. Oeser updated the Board on the final cost of the November Election.
- Information was provided to the Board on the Saving Places Conference.

- Chief Berghahn expressed how well the Mayor’s Tree Lighting went.
- Chief Berghahn welcomed Mr. Davidson to Elizabeth.
- Chief Berghahn thanked the Board of Trustees for the staff gift bags.
- Chief Berghahn informed the Board that they are receiving a high number of mental health calls.
- Public Works Director Mike DeVol thanked Mr. Lowe for his time in Elizabeth.
- Mr. DeVol thanked the Board of Trustees for the staff gift bags, stating they were appreciated.
- Mr. DeVol updated the Board with regards to the paving project.

**BOARD OF TRUSTEE REPORTS**

- Trustee Weaver stated that the Mayor’s Tree Lighting was wonderful.
- Mayor Pro Tem Ternus requested estimates of staff time and the cost of putting on the Mayor’s Tree Lighting.
- Mayor Vasquez attended the Elizabeth Area Chamber of Commerce meeting.
- Mayor Vasquez discussed naming the park in the Hillside neighborhood after Trustee Wade.
- Mayor Vasquez reminded everyone that there is no Board meeting on December 28, 2021.

**STUDENT LIAISON REPORT**

- Student Liaison Valentine was absent from the meeting.

**MINUTES**

15. Minutes of the Historic Advisory Board of November 8, 2021

**ADJOURNMENT**

Motion by Trustee Weaver, seconded by Trustee Einspahr, to adjourn meeting at 9:25 pm. The vote of those Trustees present was unanimously in favor. Motion carried.

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Town Clerk Michelle Oeser

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Mayor Megan Vasquez



## CHOOSE ELIZABETH

### *A Proclamation Commemorating Town of Elizabeth School Choice Week*

WHEREAS, all children in Elizabeth should have access to the highest-quality education possible; and,

WHEREAS, our area schools are the 4<sup>th</sup> highest rated in the Denver metro area according to the Colorado Department of Education; and,

WHEREAS, Town of Elizabeth recognizes the important role that an effective education plays in preparing all students in Town of Elizabeth to be successful adults; and,

WHEREAS, quality education is critically important to the economic vitality of Town of Elizabeth; and,

WHEREAS, Town of Elizabeth is home to a multitude of excellent education options from which parents can choose for their children; and,

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

WHEREAS, our area has many high-quality teaching and support professionals who are committed to educating our children; and,

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;

NOW, THEREFORE, I, Megan Vasquez do hereby recognize January 23 –29, 2022 as **TOWN OF ELIZABETH SCHOOL CHOICE WEEK**, and I call this observance to the attention of all of our citizens.



## TOWN OF ELIZABETH

MICHELLE OESER TOWN CLERK

**TO:** Honorable Mayor and Board of Trustees  
**FROM:** Michelle Oeser Town Clerk  
**DATE:** January 11, 2022  
**SUBJECT:** Appointment

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### SUMMARY

Staff received Mr. Daniel DiLoreto letter of interest and resume on December 26<sup>th</sup>, 2021. Mr. DiLoreto has resided in Elizabeth since 2019 which meets the residency requirements. Mr. DiLoreto will be attending the Board meeting and talking with you directly.

### STAFF RECOMMENDATION

Staff does not find any obstacle with the appointment of Daniel P. DiLoreto to the Board of Trustees.

### ATTACHMENTS(S)

Letter of interest  
Resume

12/26/21

Town of Elizabeth  
Board of Trustees  
Letter of Interest

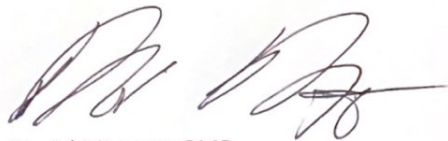
Attn: Town Clerk, Michelle M. Oeser  
PO Box 159  
Elizabeth, CO 80107  
[moeser@townofelizabeth.org](mailto:moeser@townofelizabeth.org)

My name is Daniel DiLoreto and I would like to express my interest in the Board of Trustees vacancy. My family and I moved to Elizabeth in November of 2019 after living in Parker for multiple years. We moved to Elizabeth to enjoy a better sense of community and grow closer together as a family. Over the past couple of years, we have enjoyed getting to know many of our neighbors and visiting Elizabeth's shops. Our hope for Elizabeth is that it continues to strategically grow; while still maintaining that small town feel which we all enjoy.

I believe that my unique experience as a construction project manager for the last 10 years would be beneficial when reviewing plans, speaking with developers, and assessing options. I have been working for the Colorado Army National Guard for almost four years assisting with large scale construction and maintenance projects. As Elizabeth continues to grow, it would be a great privilege to serve on the Board and contribute to the community.

Without presumption, attached is my resumé detailing my work experience.

Thank you for your consideration,



Daniel DiLoreto, PMP  
1200 Lanceleaf Ct.  
Elizabeth, CO 80107  
(720) 308-8442

**Daniel P. DiLoreto, PMP**  
**1200 Lanceleaf Ct.**  
**Elizabeth, CO 80107**  
**(720) 308-8442**  
**dpdiloreto@comcast.net**

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## Experience

### **Department of Military and Veterans Affairs**

April 2018-Present

Construction and Facilities Management Office  
Civil Engineer/Project Manager II  
Centennial, Colorado

Responsible for overseeing all phases of construction on large-scale construction projects including; site paving, site structures, building foundations, site utilities, and security lighting.

- Manages day-to-day responsibilities in the design and construction of large-scale construction projects.
- Develops programming and procurement documents including 420's, Request for Proposals, Request for Qualifications, Advertisements for Bid, Statement of Works, and MCCA's (Military Construction Cooperative Agreements).
- Prepares cost estimates for upcoming projects and presents findings to senior leadership with recommendations for site selections.
- Works with the municipalities and utilities to determine potential growth requirements and impact studies.
- Studies and utilizes NGPAM/UFC's/State and local design guidelines when justifying upcoming projects to National Guard Bureau.
- Extensively reviews project drawings, schematics, and blueprints to ensure each project is built according to the plans, specifications, and applicable codes.
- Works with State Contracting on all aspects of project advertising during the bidding phase, including Pre-Bid meetings, answering bidder's questions, issuing addendums, negotiations and contract execution.
- Utilizes negotiation skills to keep A/E and contractor fees within budget.
- Oversees Construction Administration and coordinates with military/civilian entities.
- Recommends the best course of action to senior leadership when challenges arise.
- Coordinates and successfully collaborates with A/E, code consultants, and contractors to reach common goals.
- Reviews change order requests and makes recommendations to senior leadership based on validity of those requests.
- Processes documents in accordance with the State's closeout process.

### **CJ Drilling, Inc.**

February 2016- April 2018

\$75 Million National Construction Company  
Project Manager

Served as the management presence on large-scale civil construction sites; specifically building foundations, erosion control, and site layout.

### **Anderson Drilling/Hayward Baker- Keller Companies**

November 2011-February 2016

\$2.8 Billion Public International Construction Company  
Project/Field Engineer

Responsible for supporting senior project managers, project managers, and superintendents with large-scale civil and commercial projects. This involved extensive review of drawings, schematics, and blueprints and effectively communicating those designs to the field teams.

## Education

### **Colorado State University**

Fort Collins, Colorado

Construction Management - Bachelor of Science  
Business Administration - Minor

## Advanced Certifications and Credentials

PMP (Project Management Professional)  
Boy Scouts of America - Eagle Scout  
DMVA NEXGEN – Team Member  
DMVA LEAN - Committee Member



**TO:** Honorable Mayor and Board of Trustees  
**FROM:** Zach Higgins, AICP Planner/Project Manager  
**DATE:** January 11, 2022  
**SUBJECT:** Planning Commission Appointment

**SUMMARY**

The Town has received one application for the voting member Planning Commission openings. Nick Snively has applied to fill the vacancy on the Planning Commission as a voting representative. The term for this seat is through December 31, 2025.

**Planning Commission Candidate Questions**

The questions are based on the following: experience with land use and development, open mindedness (not concerned on just one issues), demonstration of good ethical behavior, detail oriented, commitment to community service, and speaking/ interpersonal skills.

1. Please tell us about yourself.
2. Please explain how your skillset and experience will contribute toward the duties of the Planning Commission.
3. The ideal candidate is open minded when it comes to Planning Commission business and is not solely concerned about one issue. Will you tell us how this does or does not describe you?
4. It is important that members of the Planning Commission demonstrate good ethical behavior. Please tell us how you currently demonstrate good ethical behavior and would apply that to the Planning Commission if appointed.
5. It is important that members of the Planning Commission be detail oriented. Are you detail oriented? If so, please provide an example.
6. The ideal Planning Commission candidate has a commitment to community service. Please tell us about your commitment to community service.
7. The Planning Commission role requires frequent interaction and communication with Staff, developers, and members of the public. That said, good interpersonal and speaking skills are pertinent to the position. Please tell us how you've demonstrated good speaking and interpersonal skills in the past.

**ATTACHMENT(S)**

Resume/Letter of Interest

# Nicholas Snively

Elizabeth, Colorado • 303.304.3778 nicksnively@gmail.com

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Honorable Mayor and Board of Trustees,

Please accept this letter and resume for the Planning Commission opportunity. In addition to being an Elizabeth resident, I believe you will find me uniquely qualified given my knowledge of operational systems, processes, and culture. I am a visionary leader bringing political acumen, leadership, and relationship development experience. My extensive background as an operational administrator and professional has provided me with well-rounded experience in strategic planning, asset management, financial management, major initiative leadership, and responsible stewardship. In all of my professional interactions I personify community and stakeholder engagement, social and fiscal responsibility and service. For these reasons, I would be an ideal addition to serve Elizabeth, Colorado in this capacity.

Before I go into myself a bit more, let me tell you why I am so eager and interested in this opportunity. I get a great sense of joy and fulfillment in working with the communities where I have lived. Having the ability to take my professional experience, my passion for community growth, and my education (professional and extra-curricular) is the perfect mix for where I want to devote my energies. Doing this where I live and where my kids go to school and play sports only adds to it. I also am aware of the incredible growth projections for the town and want to help where I can to support your leadership and our community.

My resume includes more than 15 years of experience managing teams of individuals at organizations that include: 2U Inc as Senior Director of Enterprise Operations, Fresh View Solutions as Director of Operations, and DaVita Healthcare Partners as Senior Manager of Patient Operations. My assertive yet polite and tactful demeanor has served me well in diverse work environments and organizational cultures, enabling me to successfully navigate complex multi-stakeholder and institutional issues. Likewise, this same set of skills has afforded me the ability to develop effective rapport with key executives, staff, and external partners.

My current role includes all aspects of administrative and operational oversight of our University Operations which includes supporting over 60 universities worldwide with their admissions, student, faculty, and placement support operations. I am currently responsible for managing all new business process roll out, operational efficiencies as well as new technology and vendor implementations. I am responsible for forecasting, allocating, and overseeing all medium to large scale projects across all business units in the U.S., London, and Cape Town, South Africa.

In addition to my work experience, I have also been fortunate enough to serve as a board member and Strategic Planning Committee Chair for the Learning Lab in Boise, ID. The Learning Lab is a non-profit, community-funded organization centered around literacy education for low-income adults and families. In that role, I represented the interests in strategic planning and discussions/negotiations with community partners to advance the needs of the organization and increase our overall impact year over year with strict fiscal discipline. This included engaging new partners and growing existing partnerships with local libraries, school districts, and local community businesses to ensure our students had safe and reliable places to learn. I have been an innovative and collaborative leader managing the overall strategic vision to see the goals for the Learning Lab come to fruition.

I am well-respected throughout the organizations I have served. I embody service, pride, integrity, and responsibility in all that I do. I am a champion of development and strategic planning; inspiring large tea

of individuals in service to the overall operations. I am a highly visible leader and an active member of the communities where I have lived. I am convinced that my leadership and operational management experience will prove to be assets to you and the Town of Elizabeth.

I welcome the opportunity to work for an organization that shares the same values as I do. I have been extremely fortunate in my career working for organizations that are centered on service to the people of my community and ensuring a great place to live, work, and thrive. I look forward to having the opportunity to meet with you and share my background and enthusiasm for this opportunity. Thank you for your time and consideration.

Sincerely,

**Nicholas Snively**

Cell: 303.304.3778

[nicksnively@gmail.com](mailto:nicksnively@gmail.com)

# Nicholas Snively

Elizabeth, Colorado • 303.304.3778 nicksnively@gmail.com

[www.linkedin.com/in/nicksnively/](http://www.linkedin.com/in/nicksnively/)

Dynamic, high-performance leader with a proven track record in non-profit administration, responsible stewardship, innovative programming, long-range planning, asset management, contract management, process improvement, leadership & staff development. Able to creatively and effectively manage organizational needs with the highest level of integrity, ethics, social and fiscal responsibility. Focus on ensuring resources are used efficiently so that needs are met while safeguarding future resources. Seeking opportunity with the Town of Elizabeth, Colorado to serve on the Planning Commission.

## Core Competencies Include:

**Major Initiative Leadership Coordination**

**Diplomacy Across Institutional Channels**

**Responsible Stewardship**

**Operations and Project Management**

**Long Range Strategic Planning**

**Resource Management**

## PROFESSIONAL EXPERIENCE

### Senior Director, Enterprise Operations and Implementation

2U, Inc

July 2017 – Current

- ◆ As Senior Director, directly responsible for University Operations success through management activities necessary to ensure efficient and effective operations. Operate with a high degree of autonomy, working directly with C-level executives, external vendors, university leaders throughout the country, and internal stakeholders.
- ◆ Direct oversight to a leadership team of eight that provides strategic ownership of all project management responsibilities, responsible for the design and implementation of strategic business processes that drive operational excellence through the entire business funnel across all business lines – degree (grad/undergrad), short courses, and boot camps supporting the business processes of over 3000 staff.
- ◆ Manage a \$5.4M Operating Budget
- ◆ Specific focus on driving incremental growth through strong infrastructure, sound operational process, and highly assertive stakeholder alignment.
- ◆ Prepare the annual team budget, administering what gets approved throughout the year with a high degree of transparency and integrity as well as regular communications with status updates.
- ◆ Directly responsible for evaluating internal processes for operational improvement, developing and incorporating performance KPIs, and continually evaluating operational personnel and talent.

### Director of Operations

Fresh View Solutions

March 2015 – June 2017

- ◆ As Director of Operations, provided administrative direction and support for business operations, revenue generation, fiscal budget responsibility, and high margin performance. Oversaw the planning, organizing, coordination, budgeting and management of Operations across offices in multiple states.
- ◆ Highly collaborative position working across the organization in a cross-functional, matrixed environment.

- ◆ Improved revenue by \$12.4M (34%) between '15 and '16 while reducing cost by \$2.75M and delivering best in class contact center retention.
- ◆ Reduced direct operating cost from 40% to 10% within 12 months through strong G&A performance and increased revenue.
- ◆ Managed a \$57M annual Operating Budget with direct oversight of a team of 12 leaders supervising over 400 staff.

**Senior Manager, Patient Operations**  
**DaVita Healthcare Partners**  
**August 2012 – March 2015**

- ◆ As Senior Manager of Patient Operations, was instrumental in initiating a start-up customer care business unit, consolidating a centralized patient intake process, and supporting approximately 4,800 hospitals and 1,300 internal locations. Fostered and maintained strong relationships with internal and external clients. Responsible for all the call center business operations including, but not limited to: exceptional operational performance, recruiting, marketing, support services and client relations for two locations across the US which contributed in delivering \$86M in Patient Lifetime Value (PLV) revenue in 2013 and \$167M in PLV revenue in 2014.
- ◆ Reduced budgetary spend by \$1M in 2013 and \$4M in 2014 via process reengineering and operational restructuring.
- ◆ Created a client services function improving the adoption of the centralized process from 43% to 93%.
- ◆ Delivered a 12% increase year over year in patient admits in 2014.
- ◆ Responsible for the initiation, development and execution of a new retention program that saw a 280% increase in commercial insurance placements and a 28% year over year increase in total placement rate.

### PROFESSIONAL ASSOCIATIONS AND APPOINTMENTS

2018 Boise Young Professionals, Boise Chamber of Commerce  
 2018 Board of Directors, Learning Lab (Boise, ID)  
 2019 Chair, Strategic Planning Committee, Learning Lab (Boise, ID)  
 2020 Governance Committee Member, Learning Lab (Boise, ID)

### EDUCATION AND PROFESSIONAL CREDENTIALS

2009 Bachelor of Arts, Organizational Management, Ashford University  
 2014 Master of Public Administration, Ashford University  
 2015 Parker Civic Academy, Certificate of Completion, Parker, CO  
 2019 Executive Certificate – Business Process Design for Strategic Management, Massachusetts Institute of Technology, Sloan School of Management  
 2020 Executive Certificate – Leading Strategic Projects, University of Oxford, Saïd Business School



## TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

**TO:** Honorable Mayor and Board of Trustees  
**FROM:** Zach Higgins, AICP Planner/Project Manager  
**DATE:** January 11, 2022  
**SUBJECT:** Ordinance 22-02

### SUMMARY

The Board of Trustees has directed staff and consultants to update the Town of Elizabeth Code, 2-6-20(3), to allow for a Town of Elizabeth Business owner to hold a non-voting membership on the Planning Commission. The change impacts only the two (2) non-resident representatives of the Planning Commission. One non-voting member continues to be someone who resides and owns land in Elbert County within the Three-Mile Influence Area. The other non-voting member would now be defined as someone who shall own a business within the Town of Elizabeth.

### ATTACHMENT(S)

Ordinance 22-02

**ORDINANCE 22-02**

**AN ORDINANCE AMENDING SECTION 2-6-20(3) OF THE TOWN OF ELIZABETH MUNICIPAL CODE REGARDING THE MEMBERSHIP OF THE PLANNING COMMISSION**

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

Section 1. Section 2-6-20 of the Town of Elizabeth Municipal Code is repealed and reenacted to read as follows:

**Sec. 2-6-20. Created.**

(3) The two (2) non-resident representatives shall not be considered members of the Planning Commission as defined by C.R.S. § 31-23-203(2), and shall instead be non-voting representatives *as follows*:

(a) *One non-voting member shall reside and own ~~residing and owning~~ land in Elbert County within the Town's Three-Mile Influence Area, as the same may be defined from time to time; and*

(b) *One non-voting member shall own a business within the Town of Elizabeth.*

The two (2) non-resident representatives shall be entitled to participate in all discussions of the Planning Commission and shall participate in all respects in Planning Commission matters, except that the non-resident representatives shall not be voting members of the Planning Commission. The two (2) non-resident representatives shall be appointed by the Board of Trustees for a term of two (2) years.

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

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

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

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

Passed by a vote of \_\_\_\_\_ for and \_\_\_\_\_ against and ordered published.

\_\_\_\_\_  
Megan Vasquez, Mayor

ATTEST:

\_\_\_\_\_  
Michelle M. Oeser, Town Clerk



**TO:** Honorable Mayor and Board of Trustees Zach  
**FROM:** Higgins, AICP Planner/Project Manager  
**DATE:** January 11, 2022  
**SUBJECT:** Planning Commission Appointment - Updated

**SUMMARY**

The Town has received two applications in response to the recent Planning Commission openings. Christine Ware has applied to fill the vacancy on the Planning Commission as a non-voting representative. The term for this seat is through December 31, 2023. Rob Porter has applied to maintain his seat as a non-voting representative through December 31, 2023.

**Planning Commission Candidate Questions**

The questions are based on the following: experience with land use and development, open mindedness (not concerned on just one issues), demonstration of good ethical behavior, detail oriented, commitment to community service, and speaking/ interpersonal skills.

1. Please tell us about yourself.
2. Please explain how your skillset and experience will contribute toward the duties of the Planning Commission.
3. The ideal candidate is open minded when it comes to Planning Commission business and is not solely concerned about one issue. Will you tell us how this does or does not describe you?
4. It is important that members of the Planning Commission demonstrate good ethical behavior. Please tell us how you currently demonstrate good ethical behavior and would apply that to the Planning Commission if appointed.
5. It is important that members of the Planning Commission be detail oriented. Are you detail oriented? If so, please provide an example.
6. The ideal Planning Commission candidate has a commitment to community service. Please tell us about your commitment to community service.
7. The Planning Commission role requires frequent interaction and communication with Staff, developers, and members of the public. That said, good interpersonal and speaking skills are



## **TOWN OF ELIZABETH**

COMMUNITY DEVELOPMENT DEPARTMENT

pertinent to the position. Please tell us how you've demonstrated good speaking and interpersonal skills in the past.

ATTACHMENT(S)

Resumes/Letters of Interest

11/26/2021

Letter of Interest for appointment to the Elizabeth Planning Commission

To whom it may concern,

My name is Christine Ware and I am interested in becoming a member of the Town of Elizabeth Planning Commission.

I have been retired for several years now and have decided that I would like to devote more time as an active citizen to the Town of Elizabeth. How the town grows responsibly is very important to me as well as all our neighbors.

I was an active member of the Elizabeth Main Street Board for 5 years starting in 2015. I truly enjoyed working with all the members and staff of the Main Street Board but decided to leave the Elizabeth Main Street board for personal reasons.

I believe my experience as member on the Main Street Board and as a member on the Citizens Task Force for Elbert County for their Comprehensive Plans along with my husband's experience on the Elbert County Planning Commission and as the Chairman of the Elbert County Water Commission has given me the tools and knowledge to be an effective team player for the Town of Elizabeth's Planning Commission.

For 15 years I worked for the same company in the medical supply distribution industry. Over the years the company had been merged, taken over or purchased with the final company that I worked for being Bergan Brunswick which is now Cardinal Health Medical Supply.

During my career in the medical distribution industry I was a salesperson, sales manager and branch manager. My customers included physician offices and nursing homes. My company supplied a wide range of medical products from cotton balls, medical office furniture, diagnostic equipment and pharmaceuticals.

Following my time in the medical industry I spent 17 years working for Sunrise Medical. Sunrise Medical specializes in high end wheelchair and positioning products. When I started at Sunrise we were in the process of centralizing operations of several its different manufacturing companies to Boulder Colorado. Basically this meant we were downsizing. My initial title was Sales Administration and was responsible for analyzing and understanding the processes of the different companies in order to develop new sales tools and programs to fit all.

As my job evolved I took over the management of the companies VA FSS (Federal Supply Schedule) contract. This included negotiating contracts, supplying reports and creating price lists. The most important responsibility was to make sure that the company remained in compliance by doing audits to avoid fines and maybe the loss of contract.

In the course of my job I worked with our IT department and was responsible for setting up the company's pricing programs and was involved in several computer upgrade projects.

I spent most of my last 17 years working with our computer systems and with excel spreadsheets. The company trusted me to find the best way to accomplish the task at hand.

11/26/2021

My final comment is that I am a self-starter and a team player that is looking to be involved in a project that is worthwhile and can benefit my community.

If you have any questions or comments I can be reached on my cell at 720-587-7834 or by email [Christinew2681@gmail.com](mailto:Christinew2681@gmail.com).

I look forward to hearing from you.

Best Regards,

Christine Ware

# Robert H. Porter

---

1840 Sheffield Circle, Elizabeth, CO 80107 • 303-917-5689 • rporter@townofelizabeth.org

**November 29, 2021**

Zach Higgins, Planner  
Board of Trustees  
Town of Elizabeth, Colorado

**Dear Mr. Higgins,**

Please accept this letter as my indication of interest in continuing my position as a non-voting / non-resident member of the Town of Elizabeth Planning Commission for the 2 year appointment starting in 2022.

My resume is currently on-file with the town and has not significantly changed since being submitted on 2019. I am happy to answer any questions that you or the Board of Trustees may have for me. You may also find my online profile on LinkedIn here: [www.linkedin.com/in/roberthporter](http://www.linkedin.com/in/roberthporter)

Sincerely,



Rob Porter  
Mobile: 303-917-5689  
rporter@townofelizabeth.org  
ropodawg@gmail.com



# TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

**TO:** Honorable Mayor and Board of Trustees  
**FROM:** Zach Higgins, AICP Planner/Project Manager  
**DATE:** January 11, 2022  
**SUBJECT:** Ordinance 22-01

## SUMMARY

Approval of Ordinance 22-01 would amend Section 16-6-10 of the Elizabeth Municipal Code regarding parking requirements. Proposed amendments include a reduction in required spaces and cash-in-lieu option for property owners in the Downtown (DT) zoning district. Amendments to accessible parking standards, parking space classifications, definitions, and minimum dimensional requirements are also included in the proposed ordinance as summarized below.

The proposed amendment includes modifications that pertain specifically to property within the DT zoning district. The modifications that apply specifically to Downtown Zoning District include the option for cash-in-lieu of required parking and a reduction in the amount of parking required.

Property owners, business owners, and/or developers within the DT zoning district would have the flexibility to provide the required amount of parking spaces, provide cash-in-lieu of required parking, or provide a combination of parking and cash-in-lieu. The fee per parking space would be \$5,000 per calculation by staff and engineering on the cost of land and development of parking facilities. Any cash collected per the proposed ordinance would be placed into a fund allocated toward the provision of parking improvements that benefit the DT zoning district.

Ordinance 22-01 reduces parking space requirements by 20% for property zoned DT. The reduction excludes residential. The reduction is proposed for the DT zoning district, as it's anticipated that visitors and consumers will frequently park and visit multiple locations throughout the district, so less parking is needed.

The minimum parking requirements have been modified to remove the requirement to include fifty percent (50%) compact and oversized parking spaces in addition to standard parking spaces. The proposed ordinance outlines dimensional standards for standard parking spaces as a minimum requirement. This adjustment was made per feedback from businesses and developers when designing parking lots and is understood to be the common standard per the Town's traffic engineer.





Accessible parking standards were revised in accordance with the Department of Justice’s 2010 ADA Standards for Accessible Design. The ordinance replaces the word “handicap” with “accessible”. Additional revisions to the parking requirements include clarifying the definition of “hard surface” which was previously found to be slightly ambiguous. The dimensions in the parking table were updated per common standards. Minor typos were corrected as identified.

**Process**

16-1-240. – Amendments to Chapter and Official Zoning Map

(c)(3) The Community Development Department will schedule a public hearing before the Planning Commission according to the requirements of Subsection 16-4-30(b) of this Chapter.

(4) Planning Commission hearings: The Planning Commission shall conduct a public hearing for the purpose of providing a recommendation to the Board of Trustees on the amendment. The Planning Commission may take any action as outlined in this Chapter. The hearing schedule will depend on all development applications to be heard by the Planning Commission.

Public Hearing for the Planning Commission was held on January 4, 2022, and the Commission voted unanimously to recommend to the Board of Trustees approval of Ordinance 22-01.

(5) Board of Trustees hearings: The Board of Trustees shall conduct a public hearing to consider the amendment. Notice of the hearing shall be given as provided in Subsections [16-4-30\(b\)](#) through (d) of this Chapter. The Board of Trustees, at the public hearing and after review and discussion of the proposal, shall take one (1) of the following actions:

- a. Approval of the request, with or without modifications.
- b. Denial of the request, indicating for the record the reasons for the recommendation of denial.
- c. With the consent of the applicant, continue the request until the next available meeting in order to obtain more information to help clarify or support the request before it.

**STAFF RECOMMENDATION**

Staff recommends approval of Ordinance 22-01, an Ordinance amending Section 16-6-10 of the Town of Elizabeth Municipal Code concerning Parking.

**ATTACHMENT(S)**

Ordinance 22-01

Section 16-6-10 (Current Code Language)

Stolfus (Transportation Engineer) Recommendation

## ORDINANCE 22-01

### AN ORDINANCE REPEALING AND REENACTING SECTION 16-6-10 OF THE ELIZABETH MUNICIPAL CODE REGARDING CHANGES TO THE TOWN'S PARKING REQUIREMENTS

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

Section 1. Section 16-6-10 of the Elizabeth Municipal Code is hereby repealed and reenacted to read as follows:

#### **Sec. 16-6-10. – Parking space requirements.**

(a) Definitions.

*Hard-surfaced* means concrete, asphalt or other similar material approved by the Town's Traffic Engineer or Community Development Director.

*Useable floor area* means that area of a building which contains a specific use and is normally occupied by that use. Areas such as bathrooms, closets and hallways are not considered useable space.

(b) The listed uses shall be subject to the following parking space requirements. Each type of use shall be applied independently to individual areas within the building (i.e., a restaurant would have a dining area, office space and other spaces such as a kitchen).

(1) Residential: Two (2) off-street parking spaces shall be provided for each new single-family dwelling unit;

(2) Retail: One (1) parking space for each two hundred (200) square feet of usable floor area;

(3) Assembly halls: For auditoriums, arenas, gymnasiums, exhibition halls, theaters, convention centers, and other similar public gathering places, at least one (1) parking space for every four (4) seats, or one (1) parking space for each one hundred (100) square feet of usable floor area, whichever is greater. When individual seats are not provided, twenty-two (22) inches of undivided seating shall constitute one (1) seat;

(4) Churches: At least one (1) parking space for every four (4) fixed seats, or one (1) parking space for each one hundred (100) square feet of usable floor area, whichever is greater. When individual seats are not provided, twenty-two (22) inches of undivided seating shall constitute one (1) seat;

- (5) Lodging places: One (1) parking space shall be provided for each guest unit;
- (6) Offices: One (1) parking space shall be provided for each two hundred (200) square feet of usable floor area;
- (7) Eating and drinking places: At least one (1) parking space for every four (4) seats, or one (1) parking space for each fifty (50) square feet of usable floor area, whichever is greater;
- (8) Schools: For high schools, nine (9) parking spaces shall be provided for each classroom, and for all other schools one and one-half (1½) parking spaces shall be provided for each classroom;
- (9) Warehouses: One (1) parking space shall be provided for each five hundred (500) square feet of usable floor area;
- (10) Hospitals and clinics: One (1) parking space shall be provided for each patient bed; and
- (11) All other uses not specifically mentioned: One (1) parking space shall be provided for each five hundred (500) square feet of usable floor area.

(c) Minimum parking space requirements may be reduced for properties within the Downtown (DT) zoning district by twenty percent (20%), or as substantiated by a parking study approved by the Town of Elizabeth. No parking space reductions shall be taken for residential land uses. Any person who, after the effective date of the adopting ordinance codified herein, applies for a certificate of occupancy for a nonresidential land use within the Downtown (DT) zoning district shall pay a parking fee to the extent parking is not provided on-site in the amount of Five Thousand Dollars (\$5,000.00) per parking space. Such parking fee shall be paid and utilized as follows:

- (1) The feepayer shall pay the parking fee to the Town prior to the issuance of a certificate of occupancy.
- (2) All funds collected pursuant to this Section shall be properly identified by the Town and promptly deposited into the Parking Fee Fund for the Downtown (DT) zoning district to be held in separate account as established in this Section 16-6-10 below.
- (3) There is hereby established one (1) Parking Fee Fund for the Downtown (DT) zoning district.
- (4) Any parking fee paid shall be utilized to provide parking for the benefit of the Downtown (DT) zoning district. Parking fees shall be used for the purpose of expansion of and improvement to parking facilities, including land acquisition, capital improvements, planning and design, street construction, street improvements, ancillary buildings, architectural fees and costs, legal fees and costs, surveying,

site improvements, and buildings and equipment with an average useful life of at least seven (7) years. Funds shall be expended in the order in which they are collected.

(d) For the purpose of these parking space regulations, the term *parking space* shall be defined as an off-street, hard surfaced, dust-free space designed and intended to be occupied by a parked automobile. The length and width of the required parking spaces, and the width of the aisle within a parking area shall be as indicated in the table below, Minimum Parking Standards.

**Minimum Parking Standards**

<i>Parking Angle</i>	<i>Stall Width</i>	<i>Stall Length</i>	<i>Aisle Width</i>
90	9' 0"	18' 0"	24' 0" (2-way)
Parallel	9' 0"	21' 0"*	15' 0" (1-way)  20' 0" (2-way)
45	9' 0"	19' 0"	16' 0" (1-way)  20' 0" (2-way)
60	9' 0"	20' 0"	15' 0" (1-way)  20' 0" (2-way)

\*Measured longitudinally

(e) The stall width shall be measured perpendicular to the direction of the stall length. Stall length shall be measured perpendicular to the aisle, except parallel parking stall length which shall be measured longitudinally along the stall. Where there is common driveway aisle, the lessee will be required to lease and contract one-half (1/2) of the aisle. Where parking would

be abutting sidewalks, the parking is to be designed as not to protrude over any sidewalks.

(f) Accessible parking spaces.

(1) Accessible parking space shall be provided as follows:

<i>Number of Parking Spaces Provided</i>	<i>Number of Accessible Spaces Provided</i>
1-25	1
26-50	2
51-75	3
76-100	4
101-150	5
151-200	6
201-300	7
301-400	8
401-500	9
501-1000	2 percent of total
1001 and over	20, plus 1 for each 100, or fraction thereof, over 1,000

(2) For every six (6) or fraction of six (6) accessible parking spaces, at least one (1) shall be a van parking space. Accessible spaces shall be eight (8) feet wide minimum and van parking spaces shall be eleven (11) feet wide minimum, shall be marked to define the width, and shall have an adjacent access aisle. Parking space access aisles shall be five (5) feet wide minimum. Van parking spaces shall be permitted to be eight (8) feet wide minimum where the access aisle is eight (8) feet wide minimum.

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

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

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

Read and approved at a meeting of the Board of Trustees of the Town of Elizabeth, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Passed by a vote of \_\_\_\_\_ for and \_\_\_\_\_ against and ordered published.

\_\_\_\_\_  
Megan Vasquez, Mayor

ATTEST

\_\_\_\_\_  
Michelle M. Oeser, Town Clerk

**Sec. 16-6-10. Parking space requirements.**

(a) Definitions.

*Hard-surfaced* means concrete, asphalt or other material that is acceptable to the local fire department jurisdiction.

*Useable floor area* means that area of a building which contains a specific use and is normally occupied by that use. Areas such as bathrooms, closets and hallways are not considered useable space.

(b) The listed uses shall be subject to the following parking space requirements. Each type of use shall be applied independently to individual areas within the building (i.e., a restaurant would have a dining area, office space and other spaces such as a kitchen).

- (1) Residential: Two (2) off-street parking spaces shall be provided for each new single-family dwelling unit;
- (2) Retail: One (1) parking space for each two hundred (200) square feet of usable floor area;
- (3) Assembly halls: For auditoriums, arenas, gymnasiums, exhibition halls, theaters, convention centers, and other similar public gathering places, at least one (1) parking space for every four (4) seats, or one (1) parking space for each one hundred (100) square feet of usable floor area, whichever is greater. When individual seats are not provided, twenty-two (22) inches of undivided seating shall constitute one (1) seat;
- (4) Churches: At least one (1) parking space for every four (4) fixed seats, or one (1) parking space for each one hundred (100) square feet of usable floor area, whichever is greater. When individual seats are not provided, twenty-two (22) inches of undivided seating shall constitute one (1) seat;
- (5) Lodging places: One (1) parking space shall be provided for each guest unit;
- (6) Offices: One (1) parking space shall be provided for each two hundred (200) square feet of usable floor area;
- (7) Eating and drinking places: At least one (1) parking space for every four (4) seats, or one (1) parking space for each fifty (50) square feet of usable floor area, whichever is greater;
- (8) Schools: For high schools, nine (9) parking spaces shall be provided for each classroom, and for all other schools one and one-half (1½) spaces shall be provided for each classroom;
- (9) Warehouses: One (1) parking space shall be provided for each five hundred (500) square feet of usable floor area;
- (10) Hospitals and clinics: One (1) parking space shall be provided for each patient bed;
- (11) All other uses not specifically mentioned: One (1) parking space shall be provided for each five hundred (500) square feet of usable floor area.

(c) For the purpose of these parking space regulations, the term *parking space* shall be defined as an off-street, hard surfaced, dust-free space designed and intended to be occupied by a parked automobile. The length and width of the required parking spaces, the width of the aisle within a parking area and the ratio of oversized, full size, compact and handicapped spaces shall be as indicated in the table below, Minimum Parking Standards.

**Minimum Parking Standards**

<b>Parking Angle</b>	<b>Vehicle</b>	<b>Stall Width</b>	<b>Stall Length</b>	<b>Aisle Width</b>
90	Oversized auto	10' 0"	20' 0"	

	Full-size auto	9' 0"	19' 0"	25'- 0" (2-way)
	Compact auto	8' 0"	17' 0"	
Parallel	Oversized + full-size auto	15' 0"	23' 0"	20' 0" (2-way)
	Compact auto	14' 0"	21' 0"	
45	Oversized auto	10' 0"	22' 0"	16' 0" (2-way)
	Full-size auto	9' 0"	20' 0"	
	Compact auto	8' 0"	18' 0"	
60	Oversized auto	10' 0"	24' 0"	15' 0" (2-way)
	Full-size auto	9' 0"	22' 0"	
	Compact auto	8' 0"	20' 0"	
Handicap stall w/ramp		13' 0"	20' 0"	25' 0" (2-way)

(d) The stall width shall be measured perpendicular to the direction of the stall length measured perpendicular to the direction of the aisle. Where there is common driveway aisle, the lessee will be required to lease and contract one-half (½) of the aisle. Where parking would be abutting sidewalks the parking is to be designed as not to protrude over any sidewalks.

(e) Parking ratios.

(1) Ratio of oversized spaces to compact and full-size car spaces = 50% full-size, 25% oversized and 25% compact. Not to include handicap spaces.

(2) Handicapped parking space shall be provided as follows:

<b>Number of Parking Spaces Provided</b>	<b>Number of Handicapped Spaces Provided</b>
1—12	1
13—24	2
25—74	3
75—100	4
101—199	5
200—299	6
300—399	7
400 and above	8 plus 1 for each 200 additional parking spaces provided

(Ord. 99-10 §1)



## Memo

**To:** Zach Higgins, AICP  
**From:** Matthew J. Brown, PE, PTOE  
**Date:** January 3, 2022  
**Re:** Update to Town of Elizabeth Municipal Code Section 16-6-10  
Parking Space Requirements

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As the Town's Transportation Engineer, Stolfus & Associates, Inc. is supportive of the proposed changes to Section 16-6-10 Parking Space Requirements of the Town's Municipal Code (Code).

These changes reduce parking space requirements for non-residential properties within the Downtown (DT) zoning district and allow for a cash-in-lieu of parking option in circumstances where 100% compliance with the Code is not practicable. Appropriately, cash-in-lieu contributions are earmarked for parking improvements within the DT zoning district.

Other modifications to the standards include modernization of the parking space size standards and accessible parking space requirements. This information will make it easier for applicants to provide parking facilities meeting Town standards.

Please let me know if you have questions or would like to discuss further.



## TOWN OF ELIZABETH

MICHELLE OESER TOWN CLERK

**TO:** Honorable Mayor and Board of Trustees  
**FROM:** Michelle Oeser Town Clerk  
**DATE:** January 11, 2022  
**SUBJECT:** Resolution 22R01 – a Resolution Establishing a Designated Public Place for the Posting of Meeting Notices as Required by the Colorado Open Meetings Law

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

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

Staff asks that the Board pass Resolution 21R1 designating the required posting place for meeting notices.

Attachment  
Resolution 22R01

**RESOLUTION 22R01**

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

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

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

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

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

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

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

\_\_\_\_\_  
Megan Vasquez, Mayor

ATTEST

\_\_\_\_\_  
Michelle M. Oeser, Town Clerk



## TOWN OF ELIZABETH

MICHELLE OESER TOWN CLERK

**TO:** Honorable Mayor and Board of Trustees  
**FROM:** Michelle Oeser Town Clerk  
**DATE:** January 11, 2022  
**SUBJECT:** Resolution 22R02

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### SUMMARY

The attached Direct services Contract between the East Central Council of Local Governments' and the Town of Elizabeth is a contract that is put before the Town Board annually. Attached is the December Transit Schedule along with additional transit information.

The Town's portion would be \$290.41 for 2022. The amount will most likely be back up next year to \$3,389.99. The last two years there has been carry over which has reduced the Town's cost.

### STAFF RECOMMENDATION

Staff recommends approval the annual Direct Services Contract with the East Central Council of Local Governments.

### ATTACHMENTS(S)

Resolution 22R02  
December Transit Schedule  
Transit Information  
Letter from Blake Sigler  
Direct Services Contract

**RESOLUTION 22R02**

**A RESOLUTION APPROVING THE DIRECT SERVICE AGREEMENT BETWEEN THE TOWN AND THE EAST CENTRAL COUNCIL OF LOCAL GOVERNMENTS REGARDING PUBLIC TRANSIT SERVICES**

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

Section 1. The Direct Service Agreement between the Town and the East Central Council of Local Governments regarding public transit services, attached hereto as **Exhibit A**, is hereby approved and the Mayor is authorized to execute same on behalf of the Town.

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

\_\_\_\_\_  
Megan Vasquez, Mayor

ATTEST

\_\_\_\_\_  
Michelle M. Oeser, Town Clerk

## *Outback Express*

Public Transit Open to All Ages  
*...taking you places you need to go*  
**December 2021 Schedule for  
 Elbert County**

<b>Date of Trip</b>	<b>Going To</b>	<b>Bus will pick up passengers in the following towns:</b>	<b>Driver</b>
12/6/2021 1 <sup>st</sup> Monday	CO. Springs	Matheson, Simla <b>CANCELLED</b>	ECCOG OFFICE 719-348-5562
12/7/2021 1 <sup>st</sup> Tuesday	Parker	Elizabeth, Kiowa, Elbert	Becky 303-243-0500 or ECCOG OFFICE 719-348-5562
12/7/2021 1 <sup>st</sup> Tuesday	Denver	Stratton, Vona, Seibert, Flagler, Arriba, Genoa, Limon, Agate	ECCOG Office 348-5562 Barb 719-349-1850
12/7/2021 1 <sup>st</sup> Tuesday	CO. Springs	Burlington, Bethune, Stratton, Vona, Seibert, Flagler, Arriba, Genoa, Limon, Matheson, Simla	ECCOG Office 348-5562 Mitch 719-342-5299
12/9/2021 2 <sup>nd</sup> Thursday	Bus Ride **	Good Samaritan Nursing Home **Residents Only <b>CANCELLED</b>	ECCOG OFFICE 719-348-5562
12/14/2021 2 <sup>nd</sup> Tuesday	CO. Springs	Stratton, Vona, Seibert, Flagler, Arriba, Genoa, Limon, Matheson, Simla	ECCOG Office Louise 719-348-5562
12/14/2021 2 <sup>nd</sup> Tuesday	Denver	Burlington, Bethune, Stratton, Vona, Seibert, Flagler, Arriba, Genoa, Limon, Agate	ECCOG Office 348-5562 Barb 719-349-1850 Mitch 719-342-5299
12/14/2021 2 <sup>nd</sup> Tuesday	Parker or CO. Springs	Elizabeth	Becky 303-243-0500 or ECCOG OFFICE 719-348-5562
12/16/2021 3 <sup>rd</sup> Thursday	Denver	Burlington, Bethune, Stratton, Vona, Seibert, Flagler, Arriba, Genoa, Limon, Agate	ECCOG Office 348-5562 Mitch 719-342-5299 Barb 719-349-1850
12/20/2021 3 <sup>rd</sup> Monday	CO. Springs	Matheson, Simla <b>CANCELLED</b>	ECCOG OFFICE 719-348-5562
12/21/2021 3 <sup>rd</sup> Tuesday	Parker	Elizabeth, Kiowa, Elbert	Becky 303-243-0500 or ECCOG OFFICE 719-348-5562
12/22/2021 4 <sup>th</sup> Wednesday	Denver	Arriba, Genoa, Hugo, Limon, Agate <b>CANCELLED</b>	ECCOG OFFICE 719-348-5562
12/23/2021 4 <sup>th</sup> Thursday	Limon	Simla, Matheson <b>CANCELLED</b>	ECCOG OFFICE 719-348-5562

**Trips starting in Burlington and Stratton depart at 6AM**  
**Dr. appointments should be made between 10 AM & 2 PM**

To schedule a ride or for more information call  
 East Central Council of Governments  
 Local 719-348-5562  
 Long Distance 1-800-825-0208  
 Website: [www.eccog.com](http://www.eccog.com)

To ensure a seat is available on the bus, 24-hour advance reservation is appreciated!

## Outback Express

### Public Transit Open to all Ages.....taking you places you need to go

The Outback Express is a public transit service provided through the East Central Council of Local Governments. It is open and available to all residents of Cheyenne, Elbert, Kit Carson and Lincoln Counties and provides an economical and efficient means of travel for the four-county region. The December transit schedule for your area is listed below. For trips beginning in Elbert County, Call Becky @ 303-243-0500 or call the ECCOG office at 719-348-5562 or 1-800-825-0208 With any questions. You may also visit the website: [www.eccog.com](http://www.eccog.com)

**Please call the ECCOG office at 719-348-5562 or 1-800-825-0208 with questions or to make reservations for any trip.**

**To ensure a seat is available on the bus, 24-hour advance reservation is appreciated.**

Elizabeth, Kiowa & Elbert TO:	Parker	1 <sup>st</sup> Tuesday, Dec. 7th
Elizabeth only TO:	Parker or CO. Springs	2 <sup>nd</sup> Tuesday, Dec. 14th
Elizabeth, Kiowa & Elbert TO:	Parker	3 <sup>rd</sup> Tuesday, Dec. 21st
Burlington TO:	Colorado Springs via Matheson & Simla	1 <sup>st</sup> Tuesday, Dec. 7th
Stratton TO:	Colorado Springs via Matheson & Simla	2 <sup>nd</sup> Tuesday, Dec. 14th

**Trips beginning in Burlington or Stratton Depart at 6am.**

**Please make Dr. appointments between 10 am and 2 pm.**

**TRIP SCHEDULES SUBJECT TO CHANGE AND WEATHER PERMITTING.**

For Immediate Release:  
Contact: Blake Sigler 719-348-5562

December 14, 2021

## Outback Express

### Public Transit Open to all Ages.....taking you places you need to go

The Outback Express is a public transit service provided through the East Central Council of Local Governments. It is open and available to all residents of Cheyenne, Elbert, Kit Carson and Lincoln Counties and provides an economical and efficient means of travel for the four-county region. The December 2021 schedule for your area is listed below. Please contact the ECCOG office or the driver in your community to make reservations. For Burlington bus trips call Mitch at 719-342-5299 or Barb at 719-349-1850. For Stratton bus trips with Louise, call ECCOG at 719-348-5562, for Seibert bus trips, call Debbie @, 719-343-0955. Call the ECCOG Office for Denver & Colorado Springs trips. Visit the website: [www.eccog.com](http://www.eccog.com) **Please schedule Denver or Colorado Springs appointments between 10 am & 2pm. Trips starting in Burlington depart at 6am.**

**Please call the ECCOG office at 719-348-5562 or 1-800-825-0208 with questions or to make reservations for any trip.**

**To ensure a seat is available on the bus, 24-hour advance reservation is appreciated.**

Stratton To:	Denver	1 <sup>st</sup> Tuesday, Dec.7
	Colorado Springs	2 <sup>nd</sup> Tuesday, Dec. 14
Burlington To:	Colorado Springs	1 <sup>st</sup> Tuesday, Dec. 7th
	Denver	2 <sup>nd</sup> Tuesday, Dec. 14th
	Denver	3 <sup>rd</sup> Thursday, Dec. 16th
Seibert To:	Burlington	2 <sup>nd</sup> Monday, Dec. 13th
Seibert To:	Burlington	4 <sup>th</sup> Monday, Dec. 27th
Flagler To: Driver's choice	Burlington or Limon	1 <sup>st</sup> Tuesday, <b>CANCELLED</b>
Flagler To: Driver's choice	Limon, Hugo or Burlington	4 <sup>th</sup> Thursday, <b>CANCELLED</b>
Arriba- Hugo To:	Burlington	3 <sup>rd</sup> Monday, <b>CANCELLED</b>

**TRIP SCHEDULE SUBJECT TO CHANGE and WEATHER PERMITTING.**

**For Trips on the Burlington City Bus please call 719-340-5012**

For Immediate Release:  
Contact: Blake Sigler, 719-348-5562

December 14, 2021

## Outback Express

### Public Transit Open to all Ages.....taking you places you need to go

The Outback Express is a public transit service provided through the East Central Council of Local Governments. It is open and available to all residents of Cheyenne, Elbert, Kit Carson and Lincoln Counties and provides an economical and efficient means of travel for the four-county region. The December 2021 schedule for Cheyenne County is listed below. Please contact the driver in your community to make reservations for scheduled trips. **Until further notice, the Cheyenne County trips are cancelled.** You may call the ECCOG office at 719-348-5562 or 1-800-825-0208 with any questions. Visit our website [www.eccog.com](http://www.eccog.com)

**Please call the ECCOG office at 719-348-5562 or 1-800-825-0208 with questions or to make reservations for any trip.**

**To ensure a seat is available on the bus, 24-hour advance reservation is appreciated.**

Cheyenne Wells  
& Kit Carson To: Lamar 1<sup>st</sup> Tuesday, **CANCELLED**

Cheyenne Wells  
& Kit Carson To: Colorado Springs 2<sup>nd</sup> Thursday, **CANCELLED**

Cheyenne Wells  
& Kit Carson To: Burlington 3<sup>rd</sup> Tuesday, **CANCELLED**

**TRIP SCHEDULE SUBJECT TO CHANGE and WEATHER PERMITTING.**

For Immediate Release:  
Contact: Blake Sigler, 719-348-5562

December 14, 2021

## Outback Express

### Public Transit Open to all Ages.....taking you places you need to go

The Outback Express is a public transit service provided through the East Central Council of Local Governments. It is open and available to all residents of Cheyenne, Elbert, Kit Carson and Lincoln Counties and provides an economical and efficient means of travel for the four-county region. The December 2021 schedule for your area is listed below. Please contact the driver in your community to make reservations. **For Lincoln County trips to Denver or Colorado Springs, please contact the ECCOG office at 719-348-5562 or 1-800-825-0208. Please schedule appointments between 10am & 2 pm on a day the Kit Carson County bus is going.** Visit the website [www.eccog.com](http://www.eccog.com).

**To ensure a seat is available on the bus, 24-hour advance reservation is appreciated.**

Arriba, Genoa, Limon & Hugo To:	Hugo, Limon	1 <sup>st</sup> Wednesday, <b>CANCELLED</b>
Hugo & Limon To:	Burlington	3 <sup>rd</sup> Monday, <b>CANCELLED</b>
Arriba, Genoa, Hugo, Limon, Agate To:	Denver	4 <sup>th</sup> Wednesday, <b>CANCELLED</b>
Burlington To:	Colorado Springs	1 <sup>st</sup> Tuesday, Dec. 7th
Burlington To:	Denver	2 <sup>nd</sup> Tuesday, Dec. 14th
Burlington To:	Denver	3 <sup>rd</sup> Thursday, Dec. 16th
Flagler To:	Burlington or Limon	1 <sup>st</sup> Tuesday, <b>CANCELLED</b>
	Limon, Hugo or Burlington	4 <sup>th</sup> Thursday, <b>CANCELLED</b>
Stratton To:	Denver	1 <sup>st</sup> Tuesday, Dec. 7th
Stratton To:	Colorado Springs	2 <sup>nd</sup> Tuesday, Dec. 14 <sup>th</sup>

**TRIP SCHEDULE SUBJECT TO CHANGE and WEATHER PERMITTING**

**To schedule a ride on the *Town of Limon* bus Tuesday, Thursday or Friday, call *Town of Limon Recreation Department @ 719-775-2346.***

# EAST CENTRAL COUNCIL OF LOCAL GOVERNMENTS

## COLORADO'S CENTRAL PLAINS



Box 28 • Stratton, Colorado 80836 • 719-348-5562 • FAX (719-348-5887) • [www.eccog.com](http://www.eccog.com)

December 14, 2021

Town Clerk  
Town of Elizabeth  
151 S. Banner St.  
Elizabeth, CO 80107  
[moeser@townofelizabeth.org](mailto:moeser@townofelizabeth.org)

Hello:

Attached is the 2022 ECCOG Direct Service Contract for the Title III/FTA funds.

The 2022 budget detail is provided under section 5 in the contract. Please note that the Total Sponsor Portion due with this contract is reduced due to carryover funds, which was a direct result of the COVID relief funds that were received in 2021.

Please consider when you are preparing your 2023 budget that you may be responsible for the total Sponsor Portion next year as relief funds are not a guarantee in 2022.

Please print and sign two copies of the attached contract and mail them back to us. We will then sign them and return one to you.

If you are not the contact within your organization who should be receiving the contracts, please forward me the correct contact information so I may update my records and forward a copy to the correct contact.

If you have any questions, please don't hesitate to contact me. Thanks.

Sincerely,

Blake Sigler, Senior & Transit Services Director  
East Central Council of Local Governments  
[bsigler@prarieidevelopment.com](mailto:bsigler@prarieidevelopment.com)

## *Direct Service Contract*

East Central Council of Local Governments' *Area Agency on Aging & Outback Express*  
OAA Title III-B/C1-C2 Services/FTA Section 5311  
Number: FY-2022 Senior Services #10

*THIS AGREEMENT* is made the 1st day of January 2022 by and between the Town of Elizabeth (hereinafter referred to as the "Sponsor"), and the East Central Council of Local Governments, 128 Colorado Avenue, Stratton, CO 80836 (hereinafter referred to as the "COG");

*WHEREAS*, the COG is the designated Area Agency on Aging and as such is the recipient of a contract under Title III of the Older Americans Act of 1978; is the designated provider of general public transit services through a contract with the Colorado Department of Transportation, Transit Unit under the Federal Transportation Act; and

*WHEREAS*, the COG is charged with the responsibility of assuring the provision of national priority and supportive services to the older residents of Region V; and public transit services to the general public, regardless of age; and

*WHEREAS*, the priority services for older residents of Elbert, Lincoln, Cheyenne, and Kit Carson Counties have been determined to include transportation, outreach, information & referral, and client representation through multipurpose senior services coordinators; and

*WHEREAS*, the Sponsor has requested that the COG provide OAA support services direct in the community; and public transit services not available in the community for the period January 1, 2022 through December 31, 2022;

*NOW, THEREFORE*, in consideration of the provision of these services, the following terms and conditions are agreed upon:

1. The Senior Services Coordinator and/or Outback Express Bus Driver shall be an employee of the COG.
2. All necessary reports, fiscal and programmatic, shall be the responsibility of the COG.
3. Supervision of the Senior Services Coordinator and/or Outback Express Bus Driver shall be the responsibility of the COG.
4. The COG will assume the responsibility of providing services to the older residents and general public of the community.

## *Direct Service Contract*

5. Budget Detail:

Town of Elizabeth	Salary/Fringe	FTA Cost	T-3 Cost
Total Budget Expenses	\$16,007.85	\$778.74	\$15,229.11
Est Program Income (based off prior year)	\$0.00	\$0.00	\$0.00
In-Kind Allowance (based off prior year)	-\$90.41	-\$90.41	\$0.00
Net Expenses	\$15,917.44	\$688.33	\$15,229.11
<b>Sponsor Portion</b>	<b>\$3,389.99</b>	\$344.17	\$3,045.82
Minus 2021 Carry-over	-\$3,099.58	-\$53.76	-\$3,045.82
Total Sponsor Portion Due with this Contract	\$290.41	\$290.41	\$0.00

6. The ECCOG employees will be employed for an average of 29.6 hours per week, for 48 weeks during the above-mentioned project year in the Elizabeth area.

The following listed breakdown of hours and services are suggested guides for effective service provision for Elizabeth.

ELIZABETH DIRECT SERVICES	ESTIMATED HOUR/WEEK
FTA Transportation	2.7
Title III Transportation	1.0
Info & Assistance	2.0
Outreach	2.0
Prog Management	2.0
Bookwork	2.0
Project SMILE	17.9

7. This contract is subject to and contingent upon the availability of federal funds for the purposes of the award.
8. Changes in this contract can be made with the consent of both parties.
9. This contract shall terminate on December 31, 2022.

*Direct Service Contract*

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day first written above.

\_\_\_\_\_  
Mayor  
Town of Elizabeth

\_\_\_\_\_  
Clerk  
Town of Elizabeth

\_\_\_\_\_  
Candace Payne, Executive Director  
East Central Council of Local Governments

\_\_\_\_\_  
Blake Sigler, Senior & Transit Services Director  
East Central Council of Local Governments



## TOWN OF ELIZABETH

OFFICE OF THE TOWN CLERK

**TO:** Honorable Mayor and Board of  
**FROM:** Trustees Michelle M. Oeser, Town Clerk  
**DATE:** January 11, 2022  
**SUBJECT:** Resolution 22R03– Best Practices

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**SUMMARY:**

In consideration of following the town's best practices, Resolution 22R03 should be approved and implemented. This resolution gives approval for Town Administrator Patrick Davidson to be an authorized signer on town bank accounts and investment accounts.

**RECOMMENDATION:**

Staff recommends approval of Resolution 22R03, a Resolution amending the Town's authorized check signers as part of the previously implemented Finance Department best practices.

**Attachment:**

Resolution 22R03

**RESOLUTION 22R03**

**A RESOLUTION AMENDING THE TOWN'S AUTHORIZED CHECK SIGNERS AS PART OF THE PREVIOUSLY IMPLEMENTED FINANCE DEPARTMENT BEST PRACTICES**

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

Section 1. The Board of Trustees hereby directs that the authorized check signers of the Town be amended as follows:

- A. The Board has previously determined that the Town Administrator be designated as an authorized check signer on the Town's bank accounts and investment accounts.
- B. The Town therefore designates Patrick Davidson as an authorized check signer in his capacity as the Town Administrator.

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

\_\_\_\_\_  
Megan Vasquez, Mayor

ATTEST

\_\_\_\_\_  
Michelle M. Oeser, Town Clerk



**TO:** Honorable Mayor and Board of Trustees  
**FROM:** Zach Higgins, AICP Planner/Project Manager  
**DATE:** January 11, 2022  
**SUBJECT:** Resolution 22R04

**SUMMARY**

Staff is seeking the approval of Resolution 22R04, the Professional Services Agreement with CORE Engineering for the Main Street Streetscape Design. The Town of Elizabeth would like to continue in the process for the design of the Main Street Streetscape project, which has been an ongoing effort amongst the Main Street Board of Directors, Town Staff, consultants, and the public. The design process will involve field work, coordination with Main Street residents and businesses, and creation of engineering and design plans. Design options, cost estimates, and construction schedule and phasing will be explored as part of this process. The full Scope of Services and Timeline can be found in Exhibit A. The full budget is outlined in Exhibit B as well as a Schedule of Rates.

Work is expected to commence January 2022. A Detailed Field Survey, Ownership Research, and Existing Utility Locates will be completed. Followed by Public Meetings and Outreach which includes a Pre-Design/Kickoff Meeting and two Design meetings at 30% and 80%. Geotechnical Design, Roadway Design, and a Final Drainage Report will be delivered. CORE will assist the Town with Bid Process by prepare bid documents and an Engineer's Estimate of Construction Cost. CORE will also assist with collecting, opening, and selecting from bids for BOT approval. Throughout the project CORE will be providing Project Administration to include meetings, presentations, project coordination, etc. Terracina Design along with CORE will be providing the deliverables for the Landscape Architecture Streetscape Concept and Construction Plans. Street Lighting and Powerline Relocation will be coordinated be CORE Engineering with the lighting consultant and CORE Electric Cooperative. Bid Opening, Review, Selection recommendation is currently scheduled for January of 2023.

The Budget is set at \$271,000 and includes both FF and TME line items.

**RECOMMENDATION**

Town Staff recommends the approval of Resolution 22R04, the PSA with CORE Engineering to complete the Main Street Streetscape Design. Town Staff feels that this PSA and included Exhibits are comprehensive and set the town up for success regarding this phase of the project. Staff thanks Providence Consulting for preparation to this point.

**ATTACHMENT(S)**

Resolution 22R04

CORE PSA including Exhibit A and Exhibit B

**RESOLUTION 22R04**

**A RESOLUTION APPROVING THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE TOWN AND CORE CONSULTANTS, INC. FOR THE DESIGN OF THE MAIN STREET STREETScape/WIDENING PROJECT**

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

Section 1. The Professional Services Agreement between the Town and CORE Consultants, Inc. for the design of the Main Street Streetscape/Widening Project, attached hereto as **Exhibit A**, is hereby approved and the Mayor is authorized to execute same on behalf of the Town.

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

\_\_\_\_\_  
Megan Vasquez, Mayor

ATTEST

\_\_\_\_\_  
Michelle M. Oeser, Town Clerk

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 11<sup>th</sup> day of January, 2022, by and between the Town of Elizabeth, State of Colorado (hereinafter referred to as the "Town") and CORE Consultants, Inc. (hereinafter referred to as "Consultant").

### **RECITALS:**

- A. The Town requires professional services.
- B. Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Consultant shall provide to the Town, professional consulting services for the Project.

### **I. SCOPE OF SERVICES**

Consultant shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project which are described or reasonably implied from **Exhibit A** which is attached hereto and incorporated herein by this reference.

### **II. THE TOWN'S OBLIGATIONS/CONFIDENTIALITY**

The Town shall provide Consultant with reports and such other data as may be available to the Town and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the Town or pursuant to a lawful court order directing such disclosure. All documents provided by the Town to Consultant shall be returned to the Town. Consultant is authorized by the Town to retain copies of such data and materials at Consultant's expense.

### **III. OWNERSHIP OF WORK PRODUCT**

The Town acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, the products prepared under this Agreement shall become the property of the Town upon completion of the work.

### **IV. COMPENSATION**

- A. In consideration for the completion of the services specified herein by Consultant, the Town shall pay Consultant in accordance with the schedule of charges in **Exhibit B**, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Consultant under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the Town.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the Town no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The Town has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the Town.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the Town) required by this Agreement have been turned over to and approved by the Town and upon receipt by the Town of Consultant's certification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

## **V. COMMENCEMENT AND COMPLETION OF WORK**

Within seven (7) days of receipt from the Town of a Notice to Proceed, Consultant shall commence work on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. The contract term is through December 31, 2022. The Town may provide Contractor with seven (7) days' advance written notice of termination at any time pursuant to the terms of the Original Agreement. Except as may be changed in writing by the Town,

the Project shall be complete and Consultant shall furnish the Town the specified deliverables as provided in Exhibit A.

## **VI. CHANGES IN SCOPE OF SERVICES**

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the Town. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

## **VII. PROFESSIONAL RESPONSIBILITY**

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the Town for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the Town of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither the Town's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the Town provided for under this Agreement are in addition to any other rights and remedies provided by law.

## **VIII. COMPLIANCE WITH LAW**

The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

## **IX. INDEMNIFICATION**

Consultant agrees to indemnify and hold harmless the Town, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligent act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any subconsultant of Consultant, or any officer, employee, representative, or agent of Consultant or of any subconsultant of Consultant, or which arise out of any workmen's compensation claim of any employee of Consultant or of any employee of any subconsultant of Consultant. Consultant agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of Consultant, or at the option of the Town, agrees to pay the Town or reimburse the Town for the defense costs incurred by the Town in connection with, any such liability, claims, or demands. Consultant also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss, or damage was caused in whole or in part by the act, omission, or other fault of the Town, its officers, or its employees, the Town shall reimburse Consultant for the portion of the judgment attributable to such act, omission, or other fault of the Town, its officers, or employees.

## **X. INSURANCE**

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to paragraph A. above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX. Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

B. Consultant shall procure and maintain, and shall cause any subconsultant of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX. Indemnification, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workmen's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars

(\$1,000,000) disease - policy limit, and one million dollars (\$1,000,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the workmen's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of six hundred thousand (\$600,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.
3. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.
4. The policy required by paragraph 2. above shall be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by paragraph 1. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.
5. The certificate of insurance provided for the Town shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The completed certificate of insurance shall be sent to:

Town of Elizabeth  
Box 159  
151 S. Banner Street  
Elizabeth, Colorado 80107

6. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the Town may immediately terminate this Agreement, or at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay

any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

7. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
8. The parties hereto understand and agree that the Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101 et seq., 10 Colo. Rev. Stat., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

#### **XI. WORKERS WITHOUT AUTHORIZATION.**

a. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization and that Consultant has participated or attempted to participate in the basic pilot program administered by the U.S. Department of Homeland Security in order to verify that it does not employ any workers without authorization.

b. Prohibited Acts. Consultant shall not:

1. Knowingly employ or contract with a worker without authorization to perform work under this Agreement; or
2. Enter into a contract with a subconsultant that fails to certify to Consultant that the subconsultant shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

c. Verification.

1. Consultant has verified or attempted to verify through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Consultant does not employ any workers without authorization and, if Consultant is not accepted into the basic pilot program prior to entering into this Agreement, that Consultant shall apply to participate in the basic pilot program every three (3) months until Consultant is accepted or this Agreement has been completed, whichever is earlier.
2. Consultant shall not use basic pilot program procedures to undertake preemployment screening of job applicants while this Agreement is being performed.

3. If Consultant obtains actual knowledge that a subconsultant performing work under this Agreement knowingly employs or contracts with a worker without authorization, Consultant shall:

i. Notify the subconsultant and the Town within three (3) days that Consultant has actual knowledge that the subconsultant is employing or contracting with a worker without authorization; and

ii. Terminate the subcontract with the subconsultant if within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subconsultant does not stop employing or contracting with the worker without authorization; except that Consultant shall not terminate the contract with the subconsultant if during such three (3) days the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with a worker without authorization.

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

## **XII. NON-ASSIGNABILITY**

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

## **XIII. TERMINATION**

This Agreement shall terminate at such time as the work in Section I is completed and the requirements of this Agreement are satisfied, or upon the Town's providing Consultant with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the Town's issuance of said written notice of intent to terminate, the Town shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the Town shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the Town thereafter shall be at the Town's sole risk, unless otherwise consented to by Consultant.

## **XIV. CONFLICT OF INTEREST**

The Consultant shall disclose any personal or private interest related to property or business within the Town. Upon disclosure of any such personal or private interest, the Town shall determine if the interest constitutes a conflict of interest. If the Town determines that a conflict of interest exists, the Town may treat such conflict of interest as a default and terminate this Agreement.

**XV. VENUE**

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Elbert, State of Colorado.

**XVI. INDEPENDENT CONTRACTOR**

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the Town for any purposes.

**XVII. NO WAIVER**

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

**XVIII. ENTIRE AGREEMENT**

This Agreement and the attached Exhibits A and B is the entire Agreement between Consultant and the Town, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

**XVIII. NOTICE**

Any notice or communication between Consultant and the Town which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The Town:                      Town of Elizabeth  
   151 S. Banner Street  
   Box 159  
   Elizabeth, Colorado 80107

Consultant: CORE Consultants, Inc.  
3473 South Broadway  
Englewood, CO 80113

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate.

**TOWN OF ELIZABETH, COLORADO**

By: \_\_\_\_\_  
Megan Vasquez, Mayor

ATTEST:

\_\_\_\_\_  
Michelle M. Oeser, Town Clerk

**CONSULTANT**

By: \_\_\_\_\_

\_\_\_\_\_  
Title Date

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Title Date

# EXHIBIT A

## SCOPE OF SERVICES

This Exhibit A identifies the Scope of Services, Assumptions and Clarifications, Exclusions, Client Responsibilities, and Schedule related to Services to be provided by CORE for the Main Street Improvements.

### 1. Detailed Field Survey

CORE will provide a Detailed Field Survey for the Main Street Streetscape/Widening from Highway 86 through the entire intersection of East Maple Street, approximately 2000 feet. This Detailed Field Survey will include existing topography, hardscape improvements, driveways, culverts, and utilities within the existing Main Street ROW corridor from the north side of future East Maple Street intersection to the south side of Highway 86.

The field survey corridor extends from ROW, with additional mapping extending beyond the back-of-walk or ROW line where adjacent grading is critical, such as building entrances, driveways, and private yards. Roadway mapping will depict the striping, crosswalks, edges of existing asphalt and concrete pavement, gravel shoulders, curb & gutter, concrete pans, aprons, cross pans, sidewalk chases, and storm inlets. Roadway intersection mapping, and utility locations, will extend  $\pm 50$  feet in either direction along each crossing street.

Several portions of Main Street are fronted by commercial buildings and shops with awnings, fences, utilities, doorway entrances, and sunken patios directly connected to the sidewalks. CORE will provide basic mapping of these adjacent facilities to support civil design, with close coordination of the civil design team.

Spot elevations will be taken at critical locations to ensure proper tie-in/connection with the proposed improvements.

Above and below-ground utilities within the corridor will be mapped based on visible evidence and underground utility markings. CORE will hire the consultant and coordinate the underground utility markings. CORE will map the existing sanitary and storm sewer manholes and inlets in the mapping corridor. CORE will obtain manhole pipe diameters and invert elevations only if required for construction documents, directed by the civil design team.

CORE will depict the existing ROW for Main Street and adjacent property lines based on recorded plats and found monuments. A boundary survey is not included in this scope as it should not be required to complete the work. CORE will do title research of existing easements of record. This scope does not include the preparation of a Land Survey Plat or set any property corners as part of this task. The title documents will be ordered and given to CORE. If separate easements are required, they will be prepared on a TME basis. No additional easements are anticipated for this scope.

## **2. Ownership Research**

For use in mailing lists, contacts, and other project information, CORE surveyors will perform office and County research to obtain Assessor's ownership and contact information for those properties affected by project improvements.

## **3. Existing Utility Locates**

CORE will subcontract a utility location service to provide markings for existing underground utilities within and adjacent to the proposed construction areas. CORE will map the markings provided. Potholing for utilities will be provided in accordance with State requirements for SUE Quality Level A & B and the potential of disturbance to those facilities resulting from future construction. Existing utilities will include:

- Gas
- Water lines and water service lines
- Electric
- Telephone
- Cable
- Any other underground utility which may be identified
- Existing sanitary and storm drainage lines. Depth will be determined if needed for construction documents.

## **4. Public Meetings and Outreach**

CORE will attend and assist the Town with any and all meetings, as outlined in the Scope of Services, with impacted property and business owners and the general public, throughout the design process. CORE will attend up to three public meetings as outlined below. It is anticipated that the meetings will occur in the following manner:

### 4.1. Pre-Design Meeting/Kickoff Meeting

Prior to any design and/or field investigation, CORE anticipates notifying the impacted property and business owners of the research being conducted, project information, and planned public meetings. A Kickoff Meeting will be held prior to design to inform impacted parties and the general public of the upcoming proposed improvements and receive specific input/feedback regarding their concerns.

### 4.2. Design Meetings

Design Meetings with the public will be held at 30% and 80% design. Input will be solicited from property and business owners on construction phasing at the 80% design meeting. CORE will attend these meetings to present designs, answer questions, and obtain feedback and information from the public. Additionally, CORE will prepare information for the Town's staff to release to the public after the design has been completed.

## **5. Geotechnical Design**

CORE will subcontract the geotechnical investigation of the existing streets to identify recommendations for the type and thickness of the subgrade material and proposed pavement.

## **6. Roadway Design Plans**

CORE will design the proposed streets related to the Town's Streetscape Plan, Town Standards, and/or approved variances thereof. These improvements start at Highway 86 and extend south to Maple Street.

Widening will consist of 40-degree angled parking on both sides per Town standards. "Bulbouts" will be designed at all four corners of every intersecting street. Street Plans will consist of curb/gutter, spot elevations, cross-sections, profiles, and drainage plan. Plans will also show any new or existing drainage infrastructure. Any new storm inlets will be a part of these plans. Included in this category is the preparation of the Erosion Control Plans and Stormwater Management Report.

Construction Plans will be prepared per Town standards and will be used to obtain public bids for the improvements.

It is anticipated that design and construction plans will be presented to the Town in the following manner (or as recommended by staff):

- a) 30% level of completion – considered preliminary plans – for use in initial presentation to the Town.
- b) 80% level of completion – design, plans, and construction phasing have considered the concerns/issues of the Town.
- c) 100% level of completion – design plans have considered the concerns/issues of the Town and addressed as practical – for use in obtaining public construction bids.
- d) Any level of completion to address specific concerns.

## **7. Final Drainage Report**

CORE will prepare a Final Drainage Report, per Town standards, to identify storm runoff within the drainage basin, which will include the area of new construction and all other areas which contribute runoff to the proposed storm drainage system. The final drainage report will include projected development and infill of properties adjacent to Main Street. The Report will locate and size necessary storm drainage inlets (catch basins) and storm drain pipelines. It is anticipated that some infrastructure will need to be added and/or replaced.

## **8. Bid Process**

CORE will prepare a set of bid documents per Town standards which will include all necessary public bid plans and forms.

Prior to Public Notice to Receive Bids, CORE will prepare an Engineer's Estimate of Construction Cost to review with the Town and will place the Public Notice to Receive Bids after receiving direction from the Town. CORE will provide these estimates at 80% and then finalize at 100%.

CORE will assist with collecting and opening bids and selecting a bid for Board of Trustees approval.

## **9. Project Administration**

Project Administration includes meetings, presentations, project coordination, and site visits with Client, project team, and Main Street business and property owners.

## **10. Landscape Architecture Streetscape Concept and Construction Plans**

The deliverables associated with Landscape Architecture and Urban Design Services will be provided by Terracina Design. The construction documents will be a part of the entire construction set. CORE and Terracina will work to identify locations for benches, trash receptacles, wayfinding signage, public art base locations, planters, and bike rack locations. The Town will work with a local artist to design alterations for the benches, trash receptacles, wayfinding signage, and bike racks.

### 10.1. Concept Design

Do the necessary research to prepare up to three (3) design concepts with four (4) plan view renderings. The final preferred option will be a digital rendering. This may be used by the Town for any hearings, meetings, etc. This deliverable also includes project kick-off and presentations to Town boards, necessary site visits, and project coordination amongst the Team.

### 10.2. Construction Documents

Construction documents will be prepared to accompany the civil construction plans. The following will be provided:

- Assembly of base files from consultants and sheet set up for construction plans
- Preparation of Material Schedule
- Preparation of Paving Design Plans
- Preparation of Planting Plans including street trees and planter beds
- Site Furnishing Plans
- Construction Details
- Specifications solely for Landscape documents
- Cost Estimate
- 30% Design Package Plans simulate the above Civil construction plans.
- 80% Design Package Plan and Specification Outline
- 100% Design Package
- Irrigation Plans
- Bid Documents PS&E
- Necessary Project Coordination, Meetings, and QA/QC

## **11. Street Lighting and Powerline Relocation**

CORE will work with the Lighting consultant and CORE Electric Cooperative to prepare lighting plans for the street improvements and plans for underground powerline relocation.

### **Specific Exclusions**

1. Structural design of any kind, including retaining walls.
2. Underdrain design.
3. Preparation of environmental impact studies, water quality study, floodplain studies, and CLOMR/LOMR, information for the Federal Insurance Administration, NPDES, or UCH permitting and/or processing information for U.S. Army Corps of Engineer's Wetland Permit.
4. Major structures such as bridges, dams, channels, or spillways, not expressly outlined in the above Scope of Services.
5. Contract administration, construction management or construction observation, and/or preparation of specifications.

6. Landscape Architecture Exclusions: Perspective Renderings, 3D Renderings, Drone Surveys, Photo Match Renderings, Public Outreach Process, Lighting Design, Signage/Wayfinding Design, and additional value engineering after 80% design

**Client Responsibilities**

The following items will be provided by Client:

1. Client shall cooperate with CORE in good faith, as necessary, to allow CORE to perform the services defined in Exhibit A.
2. Client shall provide CORE with information and criteria of Client’s requirements for the Project.
3. Client shall provide access to the Project site as necessary for CORE’s performance of the Scope of Services.
4. Client shall examine and respond promptly to CORE’s submissions to Client.
5. Easement negotiation and Grantor compensation as applicable
6. Scheduling of public meetings, use of hearing room, and attendance
7. Mailers and notification on Town letterhead
8. Media relations and press

**Timeline**

<b>Milestone/Deliverable</b>	<b>Completion Deadline (On or Before)</b>
Assist Town with mail notification to Main Street property/business owners	January 14, 2022
Field research	February 28, 2022
Public Meeting #1: Kickoff/Pre-Design Meeting	March 16, 2022
30% Design; Draft Design Concepts and Plan View Renderings	June 30, 2022
Preliminary Drainage Plan	June 30, 2022
Public Meeting #2: 30% Design Meeting	July 13, 2022
80% Design; Draft Concepts and Plan View Renderings	October 3, 2022
80% Construction Estimates	October 3, 2022
Preliminary Street Lighting Plans	October 3, 2022
Preliminary Powerline Relocation Plans	October 3, 2022
Draft Final Drainage Report	October 3, 2022
Public Meeting #3: 80% Design Meeting	October 19, 2022
100% Design; Final Preferred Digital Rendering	November 21, 2022
Final Drainage Report	November 21, 2022
Final Construction Estimates	November 21, 2022
Final Bid Documents	November 21, 2022
Public Notice to Receive Bids (Open for 4 weeks)	December 1, 2022
Assist Town with mail notification to Main Street property/business owners	December 9, 2022
Bid opening; Review; Selection recommendation	January 13, 2023

# EXHIBIT B

## COMPENSATION

The Scope of Services provided herein will be provided on a combination Fixed Fee (FF) and Time and Materials Estimate (“TME”) basis. Each Scope of Services item is noted by either FF or TME as appropriate. FF items will be invoiced on a percent-complete basis as the Project and services progress.

All TME NTE, TME, and FF items will be invoiced pursuant to the Terms and Conditions and at the Schedule of Rates, both as in effect at the time services are rendered and expenses incurred.

<b>Task</b>	<b>Task Description</b>	<b>Fee</b>	<b>Type</b>
1	Detailed Field Survey	\$25,000	FF
2	Ownership Research	\$4,000	FF
3	Existing Utility Locates	\$8,000	TME
4	Public Meetings	\$7,000	TME
5	Geotechnical Design	\$10,000	FF
6	Roadway Plans	\$65,000	FF
7	Final Drainage Report	\$27,000	FF
8	Bid Process	\$15,000	TME
9	Reimbursable Expenses	\$3,000	TME
10	Landscape Architecture Streetscape	\$92,000	TME
11	Street Light and Powerline Relocation	\$15,000	TME
<b>Total:</b>		<b>\$271,000</b>	

## SCHEDULE OF RATES

### MANAGEMENT

<b>Principal</b>	<b>\$200 - \$230</b>
<b>Market Sector Leader</b>	\$210
<b>Sr. Project Manager</b>	\$190 - \$200
<b>Project Manager</b>	\$170 - \$190

### ENGINEERING

<b>Project Engineer</b>	<b>\$150 - \$160</b>
<b>Engineer</b>	\$115 - \$130
<b>Engineer Intern</b>	\$75 - \$85

### LAND SURVEYING

<b>Project Surveyor</b>	<b>\$125 - \$165</b>
<b>Survey Technician</b>	\$75 - \$115
<b>Two-Person Survey Crew</b>	\$185
<b>One-Person Survey Crew</b>	\$130 - \$145

### NATURAL RESOURCES

<b>Environmental Consultant</b>	<b>\$123 - \$163</b>
<b>Environmental Specialist</b>	\$83 - \$113
<b>Environmental Technician</b>	\$52 - \$82

### CAD/GIS

<b>CAD Technician</b>	<b>\$65 - \$105</b>
<b>CAD Designer</b>	\$110 - \$150
<b>GIS Technician</b>	\$60 - \$80
<b>GIS Analyst</b>	\$90 - \$120
<b>GIS Coordinator</b>	\$120 - \$150

### LITIGATION SUPPORT

<b>Expert Witness/Deposition</b>	<b>\$300 - \$600</b>
<b>Due Diligence Manager</b>	\$200 - \$300

### ADMINISTRATION

<b>Administrative Assistant</b>	<b>\$60 - \$95</b>
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### REIMBURSABLE EXPENSES

<b>Vehicle Mileage</b>	<b>\$0.58/mile*</b>
<b>Travel Expense</b>	cost + 15%
<b>Postage/Shipping/Courier</b>	cost + 15%
<b>Survey Supplies</b>	cost + 15%
<b>Large Format Printing</b>	B&W \$1.50/sf Color \$3.00/sf
<b>Small Format Printing (11x17)</b>	B&W \$0.10/pg Color \$0.40/pg

Direct reimbursable expenses such as travel expenses, meals and lodging, postage and shipping, reproduction, document, and special equipment purchases, and sub-consultants shall be billed at cost plus 15%. Any application, permit, submittal, review, and recording/filing fees shall be paid directly by the client.

\*Mileage shall be billed at the current IRS allowable rate.



**TO:** Honorable Mayor and Board of Trustees  
**FROM:** Zach Higgins, AICP Planner/Project Manager  
**DATE:** January 11, 2022  
**SUBJECT:** Resolution 22R05

**SUMMARY**

Staff is seeking the approval of Resolution 22R05, the Professional Services Agreement with HistoryMatters, LLC for Historic Inventory Intensive Surveys. Completion of this project is included in the 2022 Historic Advisory Board Workplan and is one of the recommended steps from previous Historic Preservation Studies. This project will allow Town Staff and the Historic Advisory Board to make more informed decisions about the included properties.

All final deliverables will be submitted to the Town by August 1, 2022. Nine (9) intensive surveys will be prepared for properties on Banner St, Elm St, Grant St, and Main St. These properties were identified in previous historic preservation studies as needing more research. As part of the deliverables, HistoryMatters will provide draft survey forms which will help in determination of eligibility to both the Colorado State Register of Historic Properties and the National Register of Historic Places.

The total cost of the project is not to exceed \$5,800.

**RECOMMENDATION**

Town Staff recommends the approval of Resolution 22R05, the PSA with HistoryMatters, LLC to complete the outlined Historic Inventory Intensive Surveys for nine properties. Town Staff feels that this PSA and included Exhibits are comprehensive.

**ATTACHMENT(S)**

Resolution 22R05

HistoryMatters PSA including Exhibit A and Exhibit B

**RESOLUTION 22R05**

**A RESOLUTION APPROVING THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE TOWN AND HISTORYMATTERS, LLC FOR THE PROVIDING OF HISTORIC SURVEY SERVICES**

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

Section 1. The Professional Services Agreement between the Town and HistoryMatters, LLC for the providing of historic survey services, attached hereto as **Exhibit A**, is hereby approved and the Mayor is authorized to execute same on behalf of the Town.

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

\_\_\_\_\_  
Megan Vasquez, Mayor

ATTEST

\_\_\_\_\_  
Michelle M. Oeser, Town Clerk

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 11 day of January, 2022, by and between the Town of Elizabeth, State of Colorado (hereinafter referred to as the "Town") and HistoryMatters, LLC (hereinafter referred to as "Consultant").

### **RECITALS:**

- A. The Town requires professional services.
- B. Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Consultant shall provide to the Town, professional consulting services for the Project.

### **I. SCOPE OF SERVICES**

Consultant shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project which are described or reasonably implied from **Exhibit A** which is attached hereto and incorporated herein by this reference.

### **II. THE TOWN'S OBLIGATIONS/CONFIDENTIALITY**

The Town shall provide Consultant with reports and such other data as may be available to the Town and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the Town or pursuant to a lawful court order directing such disclosure. All documents provided by the Town to Consultant shall be returned to the Town. Consultant is authorized by the Town to retain copies of such data and materials at Consultant's expense.

### **III. OWNERSHIP OF WORK PRODUCT**

The Town acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, the products prepared under this Agreement shall become the property of the Town upon completion of the work.

### **IV. COMPENSATION**

- A. In consideration for the completion of the services specified herein by Consultant, the Town shall pay Consultant an amount not to exceed five thousand eight hundred dollars (\$5,800) in accordance with the schedule of charges in **Exhibit B**, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown

for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Consultant under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the Town.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the Town no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The Town has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the Town.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the Town) required by this Agreement have been turned over to and approved by the Town and upon receipt by the Town of Consultant's certification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

## **V. COMMENCEMENT AND COMPLETION OF WORK**

Within seven (7) days of receipt from the Town of a Notice to Proceed, Consultant shall commence work on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. The contract term is through August 1, 2022. The Town may provide Contractor with seven (7) days' advance written notice of termination at any time

pursuant to the terms of the Original Agreement. Except as may be changed in writing by the Town, the Project shall be complete and Consultant shall furnish the Town the specified deliverables as provided in Exhibit A.

## **VI. CHANGES IN SCOPE OF SERVICES**

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the Town. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

## **VII. PROFESSIONAL RESPONSIBILITY**

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the Town for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the Town of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither the Town's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the Town provided for under this Agreement are in addition to any other rights and remedies provided by law.

## **VIII. COMPLIANCE WITH LAW**

The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

## **IX. INDEMNIFICATION**

Consultant agrees to indemnify and hold harmless the Town, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligent act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any subconsultant of Consultant, or any officer, employee, representative, or agent of Consultant or of any subconsultant of Consultant, or which arise out of any workmen's compensation claim of any employee of Consultant or of any employee of any subconsultant of Consultant. Consultant agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of Consultant, or at the option of the Town, agrees to pay the Town or reimburse the Town for the defense costs incurred by the Town in connection with, any such liability, claims, or demands. Consultant also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss, or damage was caused in whole or in part by the act, omission, or other fault of the Town, its officers, or its employees, the Town shall reimburse Consultant for the portion of the judgment attributable to such act, omission, or other fault of the Town, its officers, or employees.

## **X. INSURANCE**

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to paragraph A. above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX. Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

B. Consultant shall procure and maintain, and shall cause any subconsultant of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX. Indemnification, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workmen's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of

five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease - policy limit, and one million dollars (\$1,000,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the workmen's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of six hundred thousand (\$600,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.
3. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.
4. The policy required by paragraph 2. above shall be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by paragraph 1. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.
5. The certificate of insurance provided for the Town shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The completed certificate of insurance shall be sent to:

Town of Elizabeth  
Box 159  
151 S. Banner Street  
Elizabeth, Colorado 80107

6. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the Town may immediately terminate this Agreement, or at its discretion, the Town may procure or

renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

7. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
8. The parties hereto understand and agree that the Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101 et seq., 10 Colo. Rev. Stat., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

#### **XI. WORKERS WITHOUT AUTHORIZATION.**

a. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization and that Consultant has participated or attempted to participate in the basic pilot program administered by the U.S. Department of Homeland Security in order to verify that it does not employ any workers without authorization.

b. Prohibited Acts. Consultant shall not:

1. Knowingly employ or contract with a worker without authorization to perform work under this Agreement; or
2. Enter into a contract with a subconsultant that fails to certify to Consultant that the subconsultant shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

c. Verification.

1. Consultant has verified or attempted to verify through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Consultant does not employ any workers without authorization and, if Consultant is not accepted into the basic pilot program prior to entering into this Agreement, that Consultant shall apply to participate in the basic pilot program every three (3) months until Consultant is accepted or this Agreement has been completed, whichever is earlier.

2. Consultant shall not use basic pilot program procedures to undertake

preemployment screening of job applicants while this Agreement is being performed.

3. If Consultant obtains actual knowledge that a subconsultant performing work under this Agreement knowingly employs or contracts with a worker without authorization, Consultant shall:

i. Notify the subconsultant and the Town within three (3) days that Consultant has actual knowledge that the subconsultant is employing or contracting with a worker without authorization; and

ii. Terminate the subcontract with the subconsultant if within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subconsultant does not stop employing or contracting with the worker without authorization; except that Consultant shall not terminate the contract with the subconsultant if during such three (3) days the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with a worker without authorization.

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

## **XII. NON-ASSIGNABILITY**

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

## **XIII. TERMINATION**

This Agreement shall terminate at such time as the work in Section I is completed and the requirements of this Agreement are satisfied, or upon the Town's providing Consultant with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the Town's issuance of said written notice of intent to terminate, the Town shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the Town shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the Town thereafter shall be at the Town's sole risk, unless otherwise consented to by Consultant.

## **XIV. CONFLICT OF INTEREST**

The Consultant shall disclose any personal or private interest related to property or business within the Town. Upon disclosure of any such personal or private interest, the Town shall determine if the interest constitutes a conflict of interest. If the Town determines that a conflict of interest exists, the Town may treat such conflict of interest as a default and terminate this Agreement.

**XV. VENUE**

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Elbert, State of Colorado.

**XVI. INDEPENDENT CONTRACTOR**

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the Town for any purposes.

**XVII. NO WAIVER**

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

**XVIII. ENTIRE AGREEMENT**

This Agreement and the attached Exhibits A and B is the entire Agreement between Consultant and the Town, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

**XVIII. NOTICE**

Any notice or communication between Consultant and the Town which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The Town:                      Town of Elizabeth  
   151 S. Banner Street  
   Box 159  
   Elizabeth, Colorado 80107

Consultant: HistoryMatters, LLC  
PO Box 3119  
Buena Vista CO 81211

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate.

**TOWN OF ELIZABETH, COLORADO**

By: \_\_\_\_\_  
Megan Vasquez, Mayor

ATTEST:

\_\_\_\_\_  
Michelle M. Oeser, Town Clerk

**CONSULTANT**

By: \_\_\_\_\_

\_\_\_\_\_  
Title Date

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Title Date

## Exhibit A

### Scope of Services

The scope of services includes the preparation of nine (9) intensive surveys (Form #1403) and an addendum for the appendix of the June 2019 report that reflects property documentation and updates the list of properties surveyed. The nine (9) intensive surveys will be prepared for the following properties:

723 S. Banner Street  
125 W. Elm Street  
148 W. Elm Street  
153 W. Elm Street  
167 E. Grant Street  
188 S. Main Street  
200-244 S. Main Street  
286 S. Main Street  
619 S. Main Street

HistoryMatters will divide the survey work into three major tasks: fieldwork, archival research, and form completion. The reconnaissance forms for these nine (9) sites featured photographs, but surveying at the intensive level requires new, up-to-date images. HistoryMatters will take advantage of research work already completed for the 2018-2019 survey and consult the numerous sources and records previously gathered in addition to site-specific details for the nine (9) high-priority properties. The completed 1403 forms will feature assessments of significance and integrity for local landmarking and eligibility to both the Colorado State Register of Historic Properties and the National Register of Historic Places.

The Town will be provided with draft forms for their review, making all agreed upon edits to the final forms. HistoryMatters will submit these draft forms electronically. At the completion of this project, HistoryMatters will print hardcopies of all nine (9) intensive survey forms for the Town. In addition, two (2) jump drives with PDFs of all forms will be provided- the Town can retain one drive for their records (or posting forms online) and submit the second to the State for inclusion in the statewide database of surveyed properties.

This scope excludes the provision of public outreach activities. HistoryMatters will rely on the Town to notify owners of the nine (9) sites and answer any questions from the public about this follow-up survey.

Drafts survey forms will be provided to the Town on or before June 1, 2022. The Town will provide comments no later than July 1, 2022. All final deliverables will be submitted to the Town by August 1, 2022.

## Exhibit B

The total cost of this project is **not to exceed \$5,800**.

<b>Task</b>	<b>Hours</b>	<b>Cost</b>
Site-Visit and Photography	3	\$198
Mileage (282 miles RT x .50/ mile)	n/a	\$141
Travel Time	6	\$396
Archival Research	56	\$3,696
Draft	17.5	\$1,155
Final	3	\$198
Electronic submission (Draft to Town; Final to both Town and State) and Printing (Final for Town)	n/a	\$16
<b>Total</b>	<b>85.5</b>	<b>\$5,800</b>



January 11, 2022

### **Management Team Updates**

#### ***Town Administrator – Patrick Davidson***

I have been working with Michelle, Mike, and Melvin to continue to develop updated job descriptions for all current positions within the Town, as well as to develop job descriptions that could arise in the next 3 to 5 years. I have taken the August 2020 Compensation Report from CPS HR Consulting and have reviewed and updated the numbers to build out a pay grade / pay structure that will assist in finalizing the job descriptions. Lastly, in terms of HR matters, I have been working with the Department Heads to update the Employee Handbook. At this time, it would likely be beneficial to plan on having a Saturday Work Session on either February 5<sup>th</sup> or 26<sup>th</sup> to go over these matters. I have also been working to meet with community members and Board members over the last week, and into next week. I have so far met with the Mayor Vasquez, Trustee Weaver, Trustee Ternus, and Trustee Payne. I have also met with Mike Barney with the Park and Rec District, and Sam Albrecht with Elbert County. Lastly, I have been working with Zach to learn more about zoning and development in the community, including attending the most recent Planning Commission meeting.


#### ***Town Clerk – Michelle Oeser***

- Staff has set up a demonstration of Televic Conference Microphones for January 25, 2022, at 5:45 pm.
- Working on and delivering senior gift bags has been a genuinely uplifting experience. Seniors receiving the gift bags were appreciative of the gifts and thought, but even more so of the social visit.
- Staff has been working with the Town Administrator to finalize a draft employee manual and job descriptions to bring to the Board.
- The 2022 budget was submitted to DOLA (Department of Local Affairs') on December 15<sup>th</sup>. The budget was accepted and is now available on their website.
- America Pro Roofing owned by Stephen and Isabel Salmon is a new business located in Countryside Village.

#### ***Police – Chief Melvin Berghahn***

 See attached Stats

#### ***Public Works and Utilities – Mike DeVol***

 No 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
CORE CONSULTANTS, INC	9457	50,821.02
Native Sun Construction	9474	50,152.74
BC BUILDING SERVICES	9506	23,404.44
CIRSA	9509	32,339.20
UMB BANK, NA	1202211	246,038.25
Native Sun Construction	1206211	651,893.14
Native Sun Construction	12302101	449,637.90
Grand Totals:		<u>1,504,286.69</u>

TOWN OF ELIZABETH  
BALANCE SHEET  
OCTOBER 31, 2021

GENERAL FUND

ASSETS

10-100001	CASH IN COMBINED CASH FUND	1,909,617.31	
10-101000	PETTY CASH	200.00	
10-101100	PETTY CASH- POLICE DEPT	100.00	
10-102200	CONSERVATION TRUST FUND	99,404.50	
10-110000	PROPERTY TAXES RECEIVABLE	9,908.70	
10-115000	ACCOUNTS RECEIVABLE	359,173.83	
10-141000	PREPAID EXPENSES	5,627.00	
	TOTAL ASSETS		2,384,031.34

LIABILITIES AND EQUITY

LIABILITIES

10-202000	ACCOUNTS PAYABLE	82,279.76	
10-202202	OJW/WARRANT FEE DUE TO DMV	165.00	
10-202203	PERFORMANCE BONDS PAYABLE	65,714.39	
10-202300	AP TO ELBERT CO.--BLGUTX SHARE	19,286.42	
10-217300	FED'L WITHHOLDING TAXES PAYABL	( 1.00)	
10-217400	STATE WITHHOLDING TAXES PAYABL	3,585.00	
10-217500	HEALTH INSURANCE PAYABLE	1,389.31	
10-217600	UNEMPLOYMENT INSURANCE PAYABLE	517.50	
10-217603	WORKERS' COMP. INS. PAYABLE	15,815.68	
10-219000	457 CONTRIBUTIONS PAYABLE	( 28.85)	
10-250004	CLODEVEL.DEP.-737PINERIDGEANN/	( 3,350.98)	
10-250022	LENNAR	( 20,523.96)	
10-250038	COUNTRYSIDE VILLAGE	( 1,504.50)	
10-250039	SCARLETT CREEK SUBDIVISION	80.04	
10-250041	MAIN STREET STATION	( 1,056.85)	
10-250042	ELIZABETH WEST ZONING	( 4,205.27)	
10-250047	RITORO PLAT AMENDMENT	( 662.50)	
10-250048	DAIRY QUEEN SITE PLAN	( 1,105.92)	
10-250050	ZILLER REPLAT	258.12	
10-250051	HENDERSON REPLAT	461.05	
10-250052	ABRAHAM REZONE	( 1,486.77)	
10-250053	LEGACY VILLAGE FILINGS 1 & 2	( 20,662.34)	
10-250054	ZIGGY'S COFFEE	( 264.50)	
10-250055	CLEARY BUILDING	( 390.00)	
	TOTAL LIABILITIES		134,308.83

FUND EQUITY

10-280000	FUND BALANCE	1,382,492.78	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	867,229.73	
	BALANCE - CURRENT DATE	867,229.73	
	TOTAL FUND EQUITY		2,249,722.51

TOWN OF ELIZABETH  
BALANCE SHEET  
OCTOBER 31, 2021

GENERAL FUND

TOTAL LIABILITIES AND EQUITY

2,384,031.34

TOWN OF ELIZABETH  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>TAX</u>					
10-31-1000	354.77	626,797.89	631,286.00	4,488.11	99.3
10-31-2000	9,541.25	93,955.37	100,000.00	6,044.63	94.0
10-31-3100	77,374.20	729,847.41	715,000.00	( 14,847.41)	102.1
<b>TOTAL TAX</b>	<b>87,270.22</b>	<b>1,450,600.67</b>	<b>1,446,286.00</b>	<b>( 4,314.67)</b>	<b>100.3</b>
<u>LICENSES &amp; PERMITS</u>					
10-32-1000	.00	67,452.79	68,000.00	547.21	99.2
10-32-2000	40,156.92	297,360.05	250,000.00	( 47,360.05)	118.9
10-32-3000	4,502.74	28,108.66	34,000.00	5,891.34	82.7
<b>TOTAL LICENSES &amp; PERMITS</b>	<b>44,659.66</b>	<b>392,921.50</b>	<b>352,000.00</b>	<b>( 40,921.50)</b>	<b>111.6</b>
<u>INTERGOVERNMENTAL</u>					
10-33-1000	6,687.56	71,072.22	73,742.00	2,669.78	96.4
10-33-2000	1,064.63	6,678.78	4,800.00	( 1,878.78)	139.1
10-33-3000	.00	7,162.49	7,700.00	537.51	93.0
<b>TOTAL INTERGOVERNMENTAL</b>	<b>7,752.19</b>	<b>84,913.49</b>	<b>86,242.00</b>	<b>1,328.51</b>	<b>98.5</b>
<u>SOURCE 34</u>					
10-34-1000	.00	209,153.04	216,353.04	7,200.00	96.7
<b>TOTAL SOURCE 34</b>	<b>.00</b>	<b>209,153.04</b>	<b>216,353.04</b>	<b>7,200.00</b>	<b>96.7</b>
<u>EARMARKED FUNDS / MISCELLANEOU</u>					
10-36-1000	119.43	2,810.78	16,000.00	13,189.22	17.6
10-36-3100	3,791.40	59,155.69	70,000.00	10,844.31	84.5
10-36-4000	58,392.44	554,877.81	720,000.00	165,122.19	77.1
10-36-7000	1,248.30	31,302.48	48,340.00	17,037.52	64.8
10-36-9000	887.00	13,142.11	20,000.00	6,857.89	65.7
<b>TOTAL EARMARKED FUNDS / MISCELLANEOU</b>	<b>64,438.57</b>	<b>661,288.87</b>	<b>874,340.00</b>	<b>213,051.13</b>	<b>75.6</b>
<u>OTHER FUNDS</u>					
10-39-7000	14,583.00	145,830.00	175,000.00	29,170.00	83.3
<b>TOTAL OTHER FUNDS</b>	<b>14,583.00</b>	<b>145,830.00</b>	<b>175,000.00</b>	<b>29,170.00</b>	<b>83.3</b>

TOWN OF ELIZABETH  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
TOTAL FUND REVENUE	218,703.64	2,944,707.57	3,150,221.04	205,513.47	93.5

TOWN OF ELIZABETH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>TOWN CLERK</u>					
10-41-1100 SALARIES & WAGES	18,744.93	188,995.94	310,000.00	121,004.06	61.0
10-41-1300 OVERTIME	.00	21.56	1,200.00	1,178.44	1.8
10-41-1400 WORKERS' COMPENSATION	20.71	243.77	342.00	98.23	71.3
10-41-1500 HEALTH INSURANCE	4,371.30	45,285.76	63,308.00	18,022.24	71.5
10-41-1550 RETIREMENT	561.52	5,225.55	9,300.00	4,074.45	56.2
10-41-1600 FICA	1,419.41	14,966.75	23,716.00	8,749.25	63.1
10-41-1700 COLO UNEMPLOYMENT	56.14	576.12	1,067.00	490.88	54.0
10-41-1800 TUITION REIMBURSEMENT	.00	.00	500.00	500.00	.0
10-41-1825 MEMBERSHIPS - EMPLOYEE	.00	290.00	1,900.00	1,610.00	15.3
10-41-1850 TRAINING, TRAVEL AND LODGING	592.50	1,998.10	12,900.00	10,901.90	15.5
10-41-1900 ALLOWANCES	87.50	1,725.00	4,200.00	2,475.00	41.1
10-41-1950 OTHER BENEFITS	.00	.00	35,000.00	35,000.00	.0
10-41-2500 AUDIT	.00	25,800.32	26,000.00	199.68	99.2
10-41-3000 COMMUNITY ENGAGEMENT	.00	515.28	2,300.00	1,784.72	22.4
10-41-3200 CONTRACTED SERVICES	8,456.00	85,285.01	44,500.00	( 40,785.01)	191.7
10-41-3250 FINANCE - CONTRACTED	.00	11,089.20	11,089.20	.00	100.0
10-41-3260 FINANCE - OUT OF SCOPE	.00	1,284.00	1,284.00	.00	100.0
10-41-3320 CONTRIBUTIONS AND SPONSORSHIPS	.00	2,075.00	2,700.00	625.00	76.9
10-41-3350 COUNTY TREASURER & OTHER FEES	7.50	12,436.13	15,000.00	2,563.87	82.9
10-41-3400 ELECTIONS AND PUBLICATIONS	11.99	5,644.31	12,000.00	6,355.69	47.0
10-41-4000 BLDG MAINT AND REPAIRS	1,823.00	14,870.98	9,800.00	( 5,070.98)	151.7
10-41-4400 EQUIPMENT AND MAINT	716.59	6,881.70	19,000.00	12,118.30	36.2
10-41-4500 FURNITURE	233.94	2,271.18	2,600.00	328.82	87.4
10-41-4600 OFFICE SUPPLIES	885.58	8,710.19	12,500.00	3,789.81	69.7
10-41-4700 POSTAGE	.00	6,186.39	11,000.00	4,813.61	56.2
10-41-4800 TELEPHONE AND CELLPHONES	1,104.52	10,572.81	12,000.00	1,427.19	88.1
10-41-4900 UTILITIES	317.18	3,297.65	5,200.00	1,902.35	63.4
10-41-5100 HUMAN RESOURCES - CONTRACTED	183.75	622.50	5,000.00	4,377.50	12.5
10-41-5250 IT - CONTRACTED	1,808.85	23,960.74	24,000.00	39.26	99.8
10-41-5300 IT - HARDWARE	249.99	7,210.07	15,000.00	7,789.93	48.1
10-41-5325 IT - SOFTWARE PURCHASES	.00	.00	5,000.00	5,000.00	.0
10-41-5350 IT - SOFTWARE CONTRACTS	1,961.00	22,545.40	23,500.00	954.60	95.9
10-41-5400 INSURANCE	21,457.32	80,044.13	88,000.00	7,955.87	91.0
10-41-5500 LEGAL - CONTRACTED	4,923.70	40,650.65	50,000.00	9,349.35	81.3
10-41-5600 MEMBERSHIPS - TOWN	920.91	7,052.45	8,000.00	947.55	88.2
10-41-5700 PUBLIC RELATIONS	168.95	532.28	2,100.00	1,567.72	25.4
10-41-5800 TOWN EVENTS	13,350.64	29,844.26	45,850.00	16,005.74	65.1
10-41-9000 OTHER	532.56	5,507.37	12,500.00	6,992.63	44.1
<b>TOTAL TOWN CLERK</b>	<b>84,967.98</b>	<b>674,218.55</b>	<b>929,356.20</b>	<b>255,137.65</b>	<b>72.6</b>

TOWN OF ELIZABETH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>JUDICIAL</u>					
10-42-1200 SALARIES & WAGES- MUNI JUDGE	719.26	6,473.34	9,063.00	2,589.66	71.4
10-42-1400 STATE COMP	14.03	126.11	200.00	73.89	63.1
10-42-1600 FICA	55.02	495.18	675.00	179.82	73.4
10-42-1700 COLO UNEMPLOYMENT	2.16	19.44	30.00	10.56	64.8
10-42-1825 MEMBERSHIPS - EMPLOYEE	.00	.00	700.00	700.00	.0
10-42-1850 TRAINING, TRAVEL AND LODGING	.00	.00	2,300.00	2,300.00	.0
10-42-3200 COURT PROSECUTOR - CONTRACTED	.00	3,600.00	5,500.00	1,900.00	65.5
10-42-9000 OTHER	.00	660.00	2,500.00	1,840.00	26.4
<b>TOTAL JUDICIAL</b>	<b>790.47</b>	<b>11,374.07</b>	<b>20,968.00</b>	<b>9,593.93</b>	<b>54.2</b>
<u>LEGISLATURE</u>					
10-43-1100 BOT - SALARIES & WAGES	.00	10,971.00	14,400.00	3,429.00	76.2
10-43-1200 COMPENSATION- PLAN COMM	.00	1,529.00	3,000.00	1,471.00	51.0
10-43-1400 BOT - WORKERS' COMPENSATION	.00	7.31	11.00	3.69	66.5
10-43-1600 BOT - FICA	.00	1,048.51	1,400.00	351.49	74.9
10-43-1700 BOT - COLO UNEMPLOYMENT	.00	41.11	60.00	18.89	68.5
10-43-1850 BOT - TRAIN, TRVL, LODG	.00	5,431.88	8,000.00	2,568.12	67.9
10-43-4400 BOT - EQUIPMENT	.00	.00	2,500.00	2,500.00	.0
10-43-5000 BOT - MEALS	134.15	750.88	1,000.00	249.12	75.1
10-43-9000 BOT- OTHER	.00	.00	500.00	500.00	.0
<b>TOTAL LEGISLATURE</b>	<b>134.15</b>	<b>19,779.69</b>	<b>30,871.00</b>	<b>11,091.31</b>	<b>64.1</b>

TOWN OF ELIZABETH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>POLICE</u>					
10-46-1100 SALARIES & WAGES	40,350.82	459,500.89	625,000.00	165,499.11	73.5
10-46-1210 HOLIDAY PAY	.00	6,165.24	10,000.00	3,834.76	61.7
10-46-1240 OVERTIME-ELEPHANT ROCK	.00	1,665.00	5,000.00	3,335.00	33.3
10-46-1300 OVERTIME	484.41	6,592.55	10,000.00	3,407.45	65.9
10-46-1400 WORKERS' COMPENSATION	1,027.34	13,414.27	17,333.00	3,918.73	77.4
10-46-1500 HEALTH INSURANCE	11,524.13	119,280.74	175,000.00	55,719.26	68.2
10-46-1550 RETIREMENT	635.40	6,721.31	10,625.00	3,903.69	63.3
10-46-1600 FICA	683.75	7,952.44	143,575.00	135,622.56	5.5
10-46-1605 FPPA	3,806.83	45,835.06	56,250.00	10,414.94	81.5
10-46-1700 COLO UNEMPLOYMENT	110.22	1,354.66	2,000.00	645.34	67.7
10-46-1800 TUTION REIMB	.00	1,149.34	5,250.00	4,100.66	21.9
10-46-1825 MEMBERSHIPS - EMPLOYEE	.00	778.49	1,500.00	721.51	51.9
10-46-1850 TRAINING, TRAVEL AND LODGING	14.41	5,126.93	15,000.00	9,873.07	34.2
10-46-1900 ALLOWANCES	175.00	4,687.50	6,000.00	1,312.50	78.1
10-46-3000 COMMUNITY OUTREACH	280.59	2,634.47	2,000.00	( 634.47)	131.7
10-46-3200 CONTRACTED SERVICES	1,753.90	41,067.49	74,800.00	33,732.51	54.9
10-46-3600 MOBILE DATA LAPTOPS	331.42	3,340.83	2,500.00	( 840.83)	133.6
10-46-3650 WEAPONS - NON-LETHAL	.00	4,958.74	4,000.00	( 958.74)	124.0
10-46-3675 OTHER EQUIPMENT	.00	24,247.92	31,000.00	6,752.08	78.2
10-46-4000 BLDG MAINT & REPAIRS	2,319.67	17,341.52	25,000.00	7,658.48	69.4
10-46-4300 DRUG, SCREEN, PSY & POLY TEST	1,020.00	3,999.07	1,500.00	( 2,499.07)	266.6
10-46-4400 EQUIPMENT AND MAINTENANCE	377.60	12,032.47	12,000.00	( 32.47)	100.3
10-46-4500 FURNITURE	1,980.00	3,509.97	2,000.00	( 1,509.97)	175.5
10-46-4650 OFFICE SUPPLILES	431.80	7,347.76	12,000.00	4,652.24	61.2
10-46-4700 POSTAGE	45.13	473.03	1,000.00	526.97	47.3
10-46-4800 TELEPHONE AND CELLPHONES	1,212.03	12,183.97	18,000.00	5,816.03	67.7
10-46-4900 UTILITIES	262.29	3,593.84	6,500.00	2,906.16	55.3
10-46-6400 TRAINING AND AMMUNITION	.00	.00	3,000.00	3,000.00	.0
10-46-6600 UNIFORMS	.00	6,748.47	15,000.00	8,251.53	45.0
10-46-8050 VEHICLE MAINT & REPAIRS	76.53	5,220.01	32,000.00	26,779.99	16.3
10-46-8075 FUEL	1,469.09	13,794.99	14,000.00	205.01	98.5
10-46-9000 OTHER	81.82	2,299.70	14,000.00	11,700.30	16.4
<b>TOTAL POLICE</b>	<b>70,454.18</b>	<b>845,018.67</b>	<b>1,352,833.00</b>	<b>507,814.33</b>	<b>62.5</b>

TOWN OF ELIZABETH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>PUBLIC WORKS/PARKS/BUILDINGS</u>					
10-49-1100 SALARIES & WAGES	2,968.81	25,966.53	33,250.00	7,283.47	78.1
10-49-1300 OVERTIME	192.64	1,840.32	2,600.00	759.68	70.8
10-49-1400 WORKERS' COMPENSATION	133.18	1,217.18	800.00	( 417.18)	152.2
10-49-1500 HEALTH INSURANCE	965.24	6,533.42	7,200.00	666.58	90.7
10-49-1550 RETIREMENT	79.83	791.82	1,000.00	208.18	79.2
10-49-1600 FICA	235.77	2,290.03	2,550.00	259.97	89.8
10-49-1700 COLO UNEMPLOYMENT	9.46	86.63	120.00	33.37	72.2
10-49-1825 MEMBERSHIPS - EMPLOYEE	.00	.00	100.00	100.00	.0
10-49-1850 TRAINING, TRAVEL AND LODGING	.00	40.00	500.00	460.00	8.0
10-49-1900 ALLOWANCES	18.75	343.25	200.00	( 143.25)	171.6
10-49-4000 BLDG MAINT & REPAIRS	83.00	10,218.29	19,450.00	9,231.71	52.5
10-49-4800 TELEPHONE AND CELLPHONES	261.14	2,703.51	3,500.00	796.49	77.2
10-49-4900 UTILITIES	239.15	3,077.48	4,000.00	922.52	76.9
10-49-6100 PARKS MAINTENANCE	195.40	2,357.76	8,500.00	6,142.24	27.7
10-49-6300 PARTS AND REPAIRS	506.05	3,878.66	9,125.00	5,246.34	42.5
10-49-6500 TREE CITY USA	.00	99.50	2,000.00	1,900.50	5.0
10-49-9000 OTHER	25.71	220.11	5,300.00	5,079.89	4.2
<b>TOTAL PUBLIC WORKS/PARKS/BUILDINGS</b>	<b>5,914.13</b>	<b>61,664.49</b>	<b>100,195.00</b>	<b>38,530.51</b>	<b>61.5</b>
<u>COMM DEV</u>					
10-53-1100 SALARIES & WAGES- COMM DEV	8,438.04	96,024.31	185,500.00	89,475.69	51.8
10-53-1400 WORKERS' COMPENSATION	9.28	126.18	204.00	77.82	61.9
10-53-1500 HEALTH INSURANCE	1,980.09	18,325.05	24,000.00	5,674.95	76.4
10-53-1550 RETIREMENT	253.14	3,005.32	5,250.00	2,244.68	57.2
10-53-1600 FICA	638.24	7,852.83	11,813.00	3,960.17	66.5
10-53-1700 COLO UNEMPLOYMENT	25.30	300.46	500.00	199.54	60.1
10-53-1825 MEMBERSHIPS - EMPLOYEE	.00	.00	1,200.00	1,200.00	.0
10-53-1850 TRAINING, TRAVEL AND LODGING	65.00	508.06	7,000.00	6,491.94	7.3
10-53-1900 ALLOWANCES	.00	1,366.82	2,500.00	1,133.18	54.7
10-53-3000 BUILDING	31,445.76	224,575.78	207,000.00	( 17,575.78)	108.5
10-53-3200 CONTRACTED SERVICES	7,200.04	36,314.17	10,000.00	( 26,314.17)	363.1
10-53-3425 ELIZABETH MAIN STREET	.00	12,896.71	33,000.00	20,103.29	39.1
10-53-3450 HISTORIC ADVISORY BOARD	.00	1,400.00	12,000.00	10,600.00	11.7
10-53-3475 MARKETING MATERIALS & PUBL	150.00	1,276.68	5,000.00	3,723.32	25.5
10-53-4000 GIS	.00	.00	700.00	700.00	.0
<b>TOTAL COMM DEV</b>	<b>50,204.89</b>	<b>403,972.37</b>	<b>505,667.00</b>	<b>101,694.63</b>	<b>79.9</b>
<u>NON-DEPARTMENTAL</u>					
10-59-9933 TRANSFER TO STREET MAINTENANCE	6,145.00	61,450.00	73,742.00	12,292.00	83.3
<b>TOTAL NON-DEPARTMENTAL</b>	<b>6,145.00</b>	<b>61,450.00</b>	<b>73,742.00</b>	<b>12,292.00</b>	<b>83.3</b>

TOWN OF ELIZABETH  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2021

GENERAL FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>OVER/UNDER BU</u>	<u>PCNT</u>
TOTAL FUND EXPENDITURES	218,610.80	2,077,477.84	3,013,632.20	936,154.36	68.9
NET REVENUE OVER EXPENDITURES	<u>92.84</u>	<u>867,229.73</u>	<u>136,588.84</u>	<u>( 730,640.89)</u>	<u>634.9</u>

TOWN OF ELIZABETH  
 BALANCE SHEET  
 OCTOBER 31, 2021

STREET FUND

ASSETS

21-100001	CASH IN COMBINED CASH FUND	818,614.78	
21-115000	ACCOUNTS RECEIVABLE	32,057.58	
	TOTAL ASSETS		850,672.36

LIABILITIES AND EQUITY

LIABILITIES

21-201000	ACCRUED SALARIES PAYABLE	3,296.00	
21-202000	ACCOUNTS PAYABLE	4,197.81	
	TOTAL LIABILITIES		7,493.81

FUND EQUITY

21-280000	FUND BALANCE	824,291.86	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	18,886.69	
	BALANCE - CURRENT DATE	18,886.69	
	TOTAL FUND EQUITY		843,178.55
	TOTAL LIABILITIES AND EQUITY		850,672.36

TOWN OF ELIZABETH  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2021

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>TAXES</u>					
21-31-3000 GENERAL SALES TAX	11,606.13	109,477.12	100,000.00	( 9,477.12)	109.5
21-31-4000 USE TAX	3,712.86	31,943.92	30,000.00	( 1,943.92)	106.5
<b>TOTAL TAXES</b>	<b>15,318.99</b>	<b>141,421.04</b>	<b>130,000.00</b>	<b>( 11,421.04)</b>	<b>108.8</b>
<u>INTERGOVERNMENT</u>					
21-33-1050 ROAD & BRIDGE	.00	108,491.04	100,000.00	( 8,491.04)	108.5
21-33-6100 M.V. REGISTRATION (\$1.50)	418.45	3,863.07	4,500.00	636.93	85.9
21-33-6200 M.V. REGISTRATION (\$2.50)	635.00	5,602.50	6,500.00	897.50	86.2
<b>TOTAL INTERGOVERNMENT</b>	<b>1,053.45</b>	<b>117,956.61</b>	<b>111,000.00</b>	<b>( 6,956.61)</b>	<b>106.3</b>
<u>OTHER SOURCES OF REVENUE</u>					
21-36-1000 INVESTMENT INCOME	14.20	304.02	7,000.00	6,695.98	4.3
21-36-4000 PUBLIC IMPROVEMENT FEE	1,743.96	16,572.06	18,000.00	1,427.94	92.1
21-36-9000 OTHER REVENUE	.00	29.00	1,000.00	971.00	2.9
<b>TOTAL OTHER SOURCES OF REVENUE</b>	<b>1,758.16</b>	<b>16,905.08</b>	<b>26,000.00</b>	<b>9,094.92</b>	<b>65.0</b>
<u>SOURCE 39</u>					
21-39-7000 TRANSFER FROM GENERAL FUND	6,145.00	61,450.00	73,742.00	12,292.00	83.3
<b>TOTAL SOURCE 39</b>	<b>6,145.00</b>	<b>61,450.00</b>	<b>73,742.00</b>	<b>12,292.00</b>	<b>83.3</b>
<b>TOTAL FUND REVENUE</b>	<b>24,275.60</b>	<b>337,732.73</b>	<b>340,742.00</b>	<b>3,009.27</b>	<b>99.1</b>

TOWN OF ELIZABETH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2021

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>STREETS</u>					
21-49-1100 SALARIES & WAGES- PUB WORKS	8,906.41	77,899.19	99,700.00	21,800.81	78.1
21-49-1300 OVERTIME	577.95	5,519.92	7,500.00	1,980.08	73.6
21-49-1400 WORKERS' COMPENSATION	267.94	3,067.46	4,045.00	977.54	75.8
21-49-1500 HEALTH INSURANCE	2,895.67	19,162.25	22,000.00	2,837.75	87.1
21-49-1550 RETIREMENT	239.50	2,375.36	3,000.00	624.64	79.2
21-49-1600 FICA	708.97	6,673.11	7,630.00	956.89	87.5
21-49-1700 COLO UNEMPLOYMENT	28.48	260.13	400.00	139.87	65.0
21-49-1850 TRAINING, TRAVEL AND LODGING	.00	.00	850.00	850.00	.0
21-49-1900 ALLOWANCES	78.75	1,074.75	500.00	( 574.75)	215.0
21-49-3200 CONTRACTED SERVICES	1,760.90	41,498.75	73,500.00	32,001.25	56.5
21-49-3500 DE-ICING SUPPLIES	.00	1,017.10	16,500.00	15,482.90	6.2
21-49-3650 LIGHTS AND SIGNALS	1,330.70	15,941.41	32,500.00	16,558.59	49.1
21-49-4000 MAINTENANCE AND REPAIRS	7,568.46	71,341.26	87,000.00	15,658.74	82.0
21-49-5800 ROW MAINTENANCE	1,114.26	72,308.16	109,000.00	36,691.84	66.3
21-49-6100 SIGNS	.00	235.14	1,500.00	1,264.86	15.7
21-49-9000 OTHER	278.53	472.05	11,600.00	11,127.95	4.1
<b>TOTAL STREETS</b>	<b>25,756.52</b>	<b>318,846.04</b>	<b>477,225.00</b>	<b>158,378.96</b>	<b>66.8</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>25,756.52</b>	<b>318,846.04</b>	<b>477,225.00</b>	<b>158,378.96</b>	<b>66.8</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 1,480.92)</b>	<b>18,886.69</b>	<b>( 136,483.00)</b>	<b>( 155,369.69)</b>	<b>13.8</b>

TOWN OF ELIZABETH  
 BALANCE SHEET  
 OCTOBER 31, 2021

CAPITAL IMPROVEMENT FUND

<u>ASSETS</u>			
31-100001	CASH IN COMBINED CASH FUND	6,346,665.51	
31-115000	ACCOUNTS RECEIVABLE	258,963.40	
		<u>                    </u>	
	TOTAL ASSETS		<u><u>6,605,628.91</u></u>
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
31-202000	ACCOUNTS PAYABLE	17,200.00	
		<u>                    </u>	
	TOTAL LIABILITIES		17,200.00
<u>FUND EQUITY</u>			
31-280000	FUND BALANCE	5,707,955.74	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	880,473.17	
		<u>                    </u>	
	BALANCE - CURRENT DATE	880,473.17	
		<u>                    </u>	
	TOTAL FUND EQUITY		<u><u>6,588,428.91</u></u>
	TOTAL LIABILITIES AND EQUITY		<u><u>6,605,628.91</u></u>

TOWN OF ELIZABETH  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2021

CAPITAL IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>TAX</u>					
31-31-3000 SALES TAX	116,061.30	1,094,771.11	1,000,000.00	( 94,771.11)	109.5
31-31-4000 USE TAX	37,128.64	319,439.29	265,000.00	( 54,439.29)	120.5
TOTAL TAX	153,189.94	1,414,210.40	1,265,000.00	( 149,210.40)	111.8
<u>OTHER FINANCING SOURCES</u>					
31-36-1000 INVESTMENT INCOME	111.15	2,177.52	40,000.00	37,822.48	5.4
31-36-9000 OTHER REVENUE	20,968.50	159,956.85	100,000.00	( 59,956.85)	160.0
TOTAL OTHER FINANCING SOURCES	21,079.65	162,134.37	140,000.00	( 22,134.37)	115.8
TOTAL FUND REVENUE	174,269.59	1,576,344.77	1,405,000.00	( 171,344.77)	112.2

TOWN OF ELIZABETH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2021

CAPITAL IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>CAPITAL IMPROVEMENT MISC</u>					
31-80-4000 EQUIPMENT	17,200.00	17,200.00	144,500.00	127,300.00	11.9
31-80-5000 LAND PURCHASE	.00	404,894.57	404,894.57	.00	100.0
31-80-5500 TOWN HALL BLDG IMPROVEMENTS	.00	20,646.74	150,000.00	129,353.26	13.8
31-80-6000 PLAYGROUND UPGRADES	.00	40,338.74	63,000.00	22,661.26	64.0
31-80-6500 TRAIL SYSTEMS	.00	1,881.55	12,500.00	10,618.45	15.1
31-80-9900 TRANSFER TO WATER FUND	21,091.00	210,910.00	253,094.00	42,184.00	83.3
TOTAL CAPITAL IMPROVEMENT MISC	38,291.00	695,871.60	1,027,988.57	332,116.97	67.7
TOTAL FUND EXPENDITURES	38,291.00	695,871.60	1,027,988.57	332,116.97	67.7
NET REVENUE OVER EXPENDITURES	135,978.59	880,473.17	377,011.43	( 503,461.74)	233.5

TOWN OF ELIZABETH  
BALANCE SHEET  
OCTOBER 31, 2021

STREET CAPITAL IMPROVEMENT FND

ASSETS

32-100001	CASH IN COMBINED CASH FUND	4,517,579.69	
32-104400	STREET BOND RESERVE CD ACCOUNT	887,530.30	
32-115000	ACCOUNTS RECEIVABLE	233,067.08	
	TOTAL ASSETS		5,638,177.07

LIABILITIES AND EQUITY

LIABILITIES

32-202000	ACCOUNTS PAYABLE	915,633.45	
32-222000	DEFERRED REVENUE	11,500.00	
	TOTAL LIABILITIES		927,133.45

FUND EQUITY

32-280000	FUND BALANCE	5,609,488.45	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	( 898,444.83)	
	BALANCE - CURRENT DATE	( 898,444.83)	
	TOTAL FUND EQUITY		4,711,043.62
	TOTAL LIABILITIES AND EQUITY		5,638,177.07

TOWN OF ELIZABETH  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2021

STREET CAPITAL IMPROVEMENT FND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>TAX</u>					
32-31-3000 GENERAL SALES TAX	104,455.17	985,294.00	950,000.00	( 35,294.00)	103.7
32-31-4000 USE TAX	33,415.78	287,495.36	225,000.00	( 62,495.36)	127.8
TOTAL TAX	137,870.95	1,272,789.36	1,175,000.00	( 97,789.36)	108.3
<u>OTHER FINANCING SOURCES</u>					
32-36-1000 INVESTMENT INCOME	104.42	2,253.89	45,000.00	42,746.11	5.0
TOTAL OTHER FINANCING SOURCES	104.42	2,253.89	45,000.00	42,746.11	5.0
TOTAL FUND REVENUE	137,975.37	1,275,043.25	1,220,000.00	( 55,043.25)	104.5

TOWN OF ELIZABETH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2021

STREET CAPITAL IMPROVEMENT FND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>CAPITAL OUTLAY</u>					
32-49-1000 DRAINAGE IMPROVEMENTS	.00	.00	50,000.00	50,000.00	.0
32-49-3000 PAVING PROJECTS	.00	.00	750,000.00	750,000.00	.0
32-49-4000 ROAD BASE	.00	.00	15,000.00	15,000.00	.0
32-49-6600 RIGHT OF WAY EASEMENTS	.00	.00	50,000.00	50,000.00	.0
32-49-8000 STREET PLAN	669,595.20	1,850,554.51	3,200,000.00	1,349,445.49	57.8
32-49-9000 OTHER	.00	32,423.32	215,000.00	182,576.68	15.1
<b>TOTAL CAPITAL OUTLAY</b>	<b>669,595.20</b>	<b>1,882,977.83</b>	<b>4,280,000.00</b>	<b>2,397,022.17</b>	<b>44.0</b>
<u>DEBT SVC</u>					
32-59-4000 PAYING AGENCY FEE	.00	600.00	900.00	300.00	66.7
32-59-9700 2014 REFUNDING BOND PRINCIPAL	240,000.00	240,000.00	240,000.00	.00	100.0
32-59-9750 2014 REFUNDING BOND INTEREST	.00	6,038.25	15,794.00	9,755.75	38.2
32-59-9800 2015 REFUNDING BOND PRINCIPAL	.00	.00	165,000.00	165,000.00	.0
32-59-9850 2015 REFUNDING BOND INTEREST	6,038.25	43,872.00	71,950.00	28,078.00	61.0
<b>TOTAL DEBT SVC</b>	<b>246,038.25</b>	<b>290,510.25</b>	<b>493,644.00</b>	<b>203,133.75</b>	<b>58.9</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>915,633.45</b>	<b>2,173,488.08</b>	<b>4,773,644.00</b>	<b>2,600,155.92</b>	<b>45.5</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 777,658.08)</b>	<b>( 898,444.83)</b>	<b>( 3,553,644.00)</b>	<b>( 2,655,199.17)</b>	<b>( 25.3)</b>

TOWN OF ELIZABETH  
 BALANCE SHEET  
 OCTOBER 31, 2021

WATER SEWER FUND

ASSETS

52-100001	CASH IN COMBINED CASH FUND	4,688,021.85	
52-101000	PETTY CASH	100.00	
52-110000	ACCOUNTS RECEIVABLE: UB	153,592.99	
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	5,984,793.47	
52-163100	WATER IMPROVEMENTS	2,288,597.77	
52-163200	SEWER IMPROVEMENTS	2,727,573.38	
52-165100	CONSTRUCTION IN PROGRESS: WTR	899,886.39	
52-169100	ACCUMULATED DEP: WATER	( 2,597,399.48)	
52-169200	ACCUMULATED DEP: SEWER	( 3,535,127.34)	
	TOTAL ASSETS		<u>13,239,983.95</u>

LIABILITIES AND EQUITY

LIABILITIES

52-202000	ACCOUNTS PAYABLE	152,024.41	
52-215200	ACCRUED INT PAY: SEWER	34,000.00	
52-218000	COMPENSATED ABSENCES PAYABLE	8,381.31	
52-218100	COMP ABSENCES- CURRENT PAYABLE	930.58	
52-220000	CUSTOMER METER DEPOSITS	33,192.32	
52-231200	2007 CWRPDA CUR NOTES PAYABLE	57,927.73	
52-231300	2008 CWRPDA CUR NOTES PAYABLE	250,722.00	
52-239401	2008 CWRPDA NOTE PAYABLE	2,256,506.97	
52-239402	2007 CWRPDA NOTE PAYABLE	396,632.31	
	TOTAL LIABILITIES		3,190,317.63

FUND EQUITY

52-280000	RETAINED EARNINGS	10,560,480.95	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	( 510,814.63)	
	BALANCE - CURRENT DATE	( 510,814.63)	
	TOTAL FUND EQUITY		<u>10,049,666.32</u>
	TOTAL LIABILITIES AND EQUITY		<u>13,239,983.95</u>

TOWN OF ELIZABETH  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2021

WATER SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>CHARGE FOR SERVICES / TAP FEES</u>					
52-34-4100 WATER SALES	79,256.43	642,781.82	625,000.00	( 17,781.82)	102.9
52-34-4200 SEWER SALES	58,194.10	560,920.73	600,000.00	39,079.27	93.5
52-34-8100 WATER TAP FEES	88,000.00	817,500.00	500,000.00	( 317,500.00)	163.5
52-34-8200 SEWER TAP FEES	88,000.00	888,800.00	500,000.00	( 388,800.00)	177.8
<b>TOTAL CHARGE FOR SERVICES / TAP FEES</b>	<b>313,450.53</b>	<b>2,910,002.55</b>	<b>2,225,000.00</b>	<b>( 685,002.55)</b>	<b>130.8</b>
<u>MISCELLANEOUS</u>					
52-36-1000 INVESTMENT INCOME	80.63	1,774.18	50,000.00	48,225.82	3.6
52-36-9000 OTHER REVENUE	14,267.54	130,493.18	130,000.00	( 493.18)	100.4
<b>TOTAL MISCELLANEOUS</b>	<b>14,348.17</b>	<b>132,267.36</b>	<b>180,000.00</b>	<b>47,732.64</b>	<b>73.5</b>
<u>OTHER SOURCES</u>					
52-39-7003 TRANSFER IN FROM CAP IMP FUND	21,091.00	210,910.00	253,094.00	42,184.00	83.3
<b>TOTAL OTHER SOURCES</b>	<b>21,091.00</b>	<b>210,910.00</b>	<b>253,094.00</b>	<b>42,184.00</b>	<b>83.3</b>
<b>TOTAL FUND REVENUE</b>	<b>348,889.70</b>	<b>3,253,179.91</b>	<b>2,658,094.00</b>	<b>( 595,085.91)</b>	<b>122.4</b>

TOWN OF ELIZABETH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2021

WATER SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>WATER</u>					
52-57-1100 SALARIES & WAGES- WATER	8,906.41	77,899.19	99,700.00	21,800.81	78.1
52-57-1201 SEASONAL MAINTENANCE	.00	.00	1,000.00	1,000.00	.0
52-57-1300 OVERTIME	577.95	5,519.92	8,000.00	2,480.08	69.0
52-57-1400 WORKERS' COMPENSATION	268.08	3,082.85	2,683.00	( 399.85)	114.9
52-57-1500 HEALTH INSURANCE	2,895.67	19,160.75	22,000.00	2,839.25	87.1
52-57-1550 RETIREMENT	239.50	2,375.36	3,000.00	624.64	79.2
52-57-1600 FICA	709.25	6,698.81	7,630.00	931.19	87.8
52-57-1700 COLO UNEMPLOYMENT	28.48	260.13	275.00	14.87	94.6
52-57-1825 MEMBERSHIPS - EMPLOYEE	.00	585.00	800.00	215.00	73.1
52-57-1850 TRAINING, TRAVEL AND LODGING	.00	36.75	3,000.00	2,963.25	1.2
52-57-1900 ALLOWANCES	82.50	1,434.75	500.00	( 934.75)	287.0
52-57-1950 OTHER BENEFITS	.00	.00	12,500.00	12,500.00	.0
52-57-3200 CONTRACTED SERVICES	51,632.93	73,825.11	138,500.00	64,674.89	53.3
52-57-4800 TELEPHONE AND CELLPHONES	.00	.00	1,500.00	1,500.00	.0
52-57-4900 UTILITIES	5,828.21	72,370.29	65,000.00	( 7,370.29)	111.3
52-57-5400 INSURANCE	2,401.00	6,973.60	6,000.00	( 973.60)	116.2
52-57-5500 LEGAL - CONTRACTED	.00	98.00	25,000.00	24,902.00	.4
52-57-6000 MAINTENANCE AND REPAIRS	26,601.25	150,896.32	171,600.00	20,703.68	87.9
52-57-7500 CHEMICAL SUPPLIES	.00	6,857.43	12,000.00	5,142.57	57.2
52-57-7550 WATER SUPPLIES	1,243.27	1,539.87	14,000.00	12,460.13	11.0
52-57-9000 OTHER	42,812.43	156,190.25	1,999,400.00	1,843,209.75	7.8
<b>TOTAL WATER</b>	<b>144,226.93</b>	<b>585,804.38</b>	<b>2,594,088.00</b>	<b>2,008,283.62</b>	<b>22.6</b>
<u>SEWER</u>					
52-58-1100 -SALARIES & WAGES- SEWER	8,906.43	77,898.79	99,700.00	21,801.21	78.1
52-58-1300 OVERTIME	577.95	5,519.77	9,000.00	3,480.23	61.3
52-58-1400 WORKERS' COMPENSATION	267.99	3,105.04	1,625.00	( 1,480.04)	191.1
52-58-1500 HEALTH INSURANCE	2,895.70	19,117.53	16,500.00	( 2,617.53)	115.9
52-58-1550 RETIREMENT	239.49	2,375.29	3,000.00	624.71	79.2
52-58-1600 FICA	996.08	9,800.46	7,630.00	( 2,170.46)	128.5
52-58-1700 COLO UNEMPLOYMENT	40.43	380.45	300.00	( 80.45)	126.8
52-58-1825 MEMBERSHIPS - EMPLOYEE	.00	.00	500.00	500.00	.0
52-58-1850 TRAINING, TRAVEL AND LODGING	.00	41.50	2,000.00	1,958.50	2.1
52-58-1900 ALLOWANCES	82.50	1,387.75	500.00	( 887.75)	277.6
52-58-1950 OTHER BENEFITS	.00	.00	12,500.00	12,500.00	.0
52-58-3200 CONTRACTED SERVICES	19,455.24	81,779.42	94,000.00	12,220.58	87.0
52-58-3600 EASEMENT PURCHASES	.00	.00	20,000.00	20,000.00	.0
52-58-4800 TELEPHONE AND CELLPHONES	560.47	5,832.29	7,500.00	1,667.71	77.8
52-58-4900 UTILITIES	5,125.73	47,365.54	85,000.00	37,634.46	55.7
52-58-5400 INSURANCE	2,835.40	8,711.20	7,000.00	( 1,711.20)	124.5
52-58-5550 LEGAL - CONTRACTED	.00	.00	2,500.00	2,500.00	.0
52-58-6000 MAINTENANCE AND REPAIRS	45,312.79	105,311.29	175,100.00	69,788.71	60.1
52-58-7500 SEWER SUPPLIES	99.87	1,120.91	1,800.00	679.09	62.3
52-58-9000 OTHER	77.13	.00	718,000.00	718,000.00	.0
<b>TOTAL SEWER</b>	<b>87,473.20</b>	<b>369,747.23</b>	<b>1,264,155.00</b>	<b>894,407.77</b>	<b>29.3</b>

TOWN OF ELIZABETH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2021

WATER SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	OVER/UNDER BU	PCNT
<u>2007 CWRPDA</u>					
52-63-6300 2007 CWRPDA PYMT- PRINCIPAL	29,233.13	56,881.69	54,196.00	( 2,685.69)	105.0
52-63-6400 2007 CWRPDA- INTEREST	7,984.99	17,554.55	17,597.00	42.45	99.8
TOTAL 2007 CWRPDA	37,218.12	74,436.24	71,793.00	( 2,643.24)	103.7
<u>2008 CWRDPA</u>					
52-64-6500 2008 CWRDPA LOAN- PRINCIPAL	.00	2,507,228.97	2,507,228.97	.00	100.0
52-64-6600 2008 CWRPDA LOAN- INTEREST	.00	80,947.72	92,386.00	11,438.28	87.6
TOTAL 2008 CWRDPA	.00	2,588,176.69	2,599,614.97	11,438.28	99.6
<u>DEPARTMENT 65</u>					
52-65-9900 TRANSFER TO GENERAL FUND	14,583.00	145,830.00	175,000.00	29,170.00	83.3
TOTAL DEPARTMENT 65	14,583.00	145,830.00	175,000.00	29,170.00	83.3
TOTAL FUND EXPENDITURES	283,501.25	3,763,994.54	6,704,650.97	2,940,656.43	56.1
NET REVENUE OVER EXPENDITURES	65,388.45	( 510,814.63)	( 4,046,556.97)	( 3,535,742.34)	( 12.6)





## TOWN OF ELIZABETH

POLICE DEPARTMENT  
MELVIN BERGHANN, CHIEF OF POLICE

### Elizabeth Police Department Activity Statistics Report

Reporting Period:

12/05/2021 to 12/31/2021 (End of Year)



#### **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 **12/05/2021 at 12:01 a.m. to 12/31/2021 at 11:59 p.m.** This information is compiled from our Records Management System (RMS), identified as New World (NW), as well as Douglas County Regional Dispatch (DRDC) records.

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

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



**TOWN OF ELIZABETH**

**POLICE DEPARTMENT**  
 MELVIN BERGHANN, CHIEF OF POLICE

**Elizabeth Police Department Activity Statistics Report**

Reporting Period:

12/05/2021 to 12/31/2021 (End of Year)

**Total Calls for Service:**

482
-----

**Traffic Stops:**

<b>Total Stops:</b>	<b>Penalty Assessments:</b>	<b>Written Warnings:</b>	<b>Verbal Warnings:</b>	<b>Assisting Other Agencies</b>
34	14	8	10	2

**Parking Violations:**

<b>Total Parking Violations:</b>	<b>Parking Citations:</b>	<b>Parking Written Warnings:</b>	<b>Parking Verbal Warnings:</b>
16	4	7	5

**Other Calls for Service:**

<b>Call Type:</b>	<b>Number of Calls:</b>
911	1
Alarm-Business Burglary	5
Alarm-Business Hold Up	1
Alarm-Residential Panic	1
Animal Bite	1
Animal Complaint	1
Assist to Fire Department	1
Assist to Other Agency	9
Bar Check	1
Citizen Assist	2
Citizen Contact	5
Crime Prevention	5



**TOWN OF ELIZABETH**

**POLICE DEPARTMENT**  
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**Elizabeth Police Department Activity Statistics Report**

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12/05/2021 to 12/31/2021 (End of Year)

Criminal Mischief	3
Death	1
Drunk Subject	1
Domestic Violence	1
Drug Offense	1
Driving Under the Influence	1
Follow up Investigations	20
Found Property	2
Harassment	2
House Watch	2
Increased Patrols	258
Informational Reports	2
Medical Assists	6
Mental Health Holds	5
Motorist Assists	2
Municipal Ordinance Violations	20
Motor Vehicle Accident Property Damage	11
Motor Vehicle Accident Property Damage with Hazards	1
Motor Vehicle Accident with Unknown Injuries	1
Parking Complaint	16
Report Every Drunk Driver Immediately (REDDI)	3
Sex Offense	1
Special Assignment	1
Structure Fire	1
Suicidal Subject	3
Suspicious Circumstance	9
Suspicious Person	2
Suspicious Vehicle	21
Theft	2
Traffic Complaint	3
Traffic Hazard	5
Traffic Stops	34



**TOWN OF ELIZABETH**

**POLICE DEPARTMENT**  
MELVIN BERGHANN, CHIEF OF POLICE

**Elizabeth Police Department Activity Statistics Report**

Reporting Period:

12/05/2021 to 12/31/2021 (End of Year)

VIN Verify	8
Welfare Check	2

**Open and Active Investigations:**

<b>Case/Incident Number:</b>	<b>Call Type:</b>	<b>Details:</b>
21-5883	Fraud	A local business was defrauded by check.
21-5912	Death Investigation	A resident was discovered deceased in their home.
21-5867	Domestic Violence	Possible domestic violence case between juveniles.
21-3504	Criminal Mischief	A local school had several cameras broken by students.

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



## TOWN OF ELIZABETH

POLICE DEPARTMENT  
MELVIN BERGHANN, CHIEF OF POLICE

### Elizabeth Police Department Activity Statistics Report

Reporting Period:

12/05/2021 to 12/31/2021 (End of Year)

#### Closed Case/Incident Reports:

Case/Incident Number:	Call Type:	Details:
21-4743	Municipal Ordinance Violation	Trash was dumped at a location in town. The Victim did not want charges pressed.
21-5946	Mental Health Hold	A local juvenile was taken to a local hospital on a mental health hold.
21-5873	Motor Vehicle Accident	A vehicle struck a deer. The deer was deceased on the scene.
21-5850	Suspicious Person	A subject was contacted for suspicious activity. Upon investigation, it was discovered the subject did not have a valid license. They were issued a proof of service.
21-5967	Traffic Stop	A motorist was contacted for a traffic violation. Upon investigation, they did not have a valid license. They were issued a summons for several traffic offenses.
21-6136	Domestic Violence	A female was arrested for domestic violence related charges.
21-5977	Mental Health Hold	A local juvenile was taken to the hospital on a mental health hold.
21-6025	Found Property	A credit card was located during the Mayor's Tree Lighting. The card was returned to the owner.
21-4699	Found Property	A wallet was turned into EPD. It was returned to the owner.
21-5987	Animal Control	A dg was found at large. It was returned to the owner who was counseled n how to better contain the dog.
21-5936	Wildlife Control	A citizen was reported to be feeding deer in town. After investigation, the case was unfounded. The suspect was informed of the Town's ordinances.



**TOWN OF ELIZABETH**

**POLICE DEPARTMENT**  
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**Elizabeth Police Department Activity Statistics Report**

Reporting Period:

12/05/2021 to 12/31/2021 (End of Year)

21-6076	Mental Health Hold	A student at a local school was taken to the hospital on a mental health hold.
21-6089	Mental Health Hold	A student at a local school was taken to the hospital on a mental health hold.
21-6102	Mental Health Hold	A student at a local school was taken to the hospital on a mental health hold.
21-6117	Mental Health Hold	A local juvenile was taken to the hospital on a mental health hold.
21-6024	Disturbing the Peace	A resident was found to be badgering his neighbors. After investigation, the neighbors did not want charges pressed.
21-6053	Disturbing the Peace	A male was found to be intoxicated near a closed business. The male was identified and released to a sober party.
21-5996	Traffic Complaint	Large rocks damaged a windshield on a vehicle.
21-6115	Informational Report	Reported as a Motor Vehicle Crash, however no damage occurred to either vehicle.
21-6113	Harassment	A citizen reported a harassment. After investigation, no crime had occurred.
21-5680	Fight/Disturbing the Peace	A fight ensued at a local business. Six suspects were issued summonses for several offenses.
21-5913	Theft	A trailer was stolen from a local business. No suspect was identified.
21-6087	Municipal Ordinance Violation	A sign was local and found to be in violation of Town of Elizabeth Code. The sign was discarded after contacting the owner.
21-6086	Municipal Ordinance Violation	A sign was local and found to be in violation of Town of Elizabeth Code. The sign was discarded after contacting the owner.



**TOWN OF ELIZABETH**

**POLICE DEPARTMENT**  
 MELVIN BERGHANN, CHIEF OF POLICE

**Elizabeth Police Department Activity Statistics Report**

Reporting Period:

12/05/2021 to 12/31/2021 (End of Year)

21-6106	Municipal Ordinance Violation	A sign was local and found to be in violation of Town of Elizabeth Code. The sign was picked up by the owner.
21-5438	Unlawful Sexual Contact	An unlawful sexual contact occurred between two individuals. The victim declined to press charges.
21-4690	Criminal Mischief	A car was vandalized at a local business. After investigation, no suspects were identified.
21-6190	Criminal Mischief/Nicotine	A student at a local school was discovered to have damaged school property and was in possession of a vape pen.
21-6187	Harassment	A harassment was reported at a local school. After investigation, the victim did not want charges pressed.
21-2450	Fraud	A citizen was defunded out of money. After investigation, no suspects were able to be identified. The victim recovered all of their money from the bank.
21-6181	Motor Vehicle Accident	A motor vehicle accident occurred. The at fault driver was issued a summons for a traffic violation.
21-5927	Municipal Ordinance Violation	A residence was discovered to have a large amount of trash and debris on property. The owner has come into compliance.
21-6314	Medical Assist	EPD responded to assist Elizabeth Fire on a medical assist. The party did not wish to be transported.
21-6329	Medical Assist	EPD responded to assist Elizabeth Fire on a medical assist. The party did not wish to be transported.
21-5541	Fraud	A fraudulent check was issued. After investigation, the crime appeared to be a large



**TOWN OF ELIZABETH**

**POLICE DEPARTMENT**  
 MELVIN BERGHANN, CHIEF OF POLICE

**Elizabeth Police Department Activity Statistics Report**

Reporting Period:

12/05/2021 to 12/31/2021 (End of Year)

		scam. The suspect was not identified. The victim recovered their losses.
21-6120	Suicidal Subject	A local adult was reported to be suicidal and armed. The party was evaluated by Centennial Mental Health and released.
21-4045	Theft	Theft from a local business. The suspect and victim entered into a civil agreement to settle the debt.
21-6109	Motor Vehicle Accident	A two-vehicle crash occurred. The at fault driver was issued a summons for a traffic offense.
21-6172	Motor Vehicle Accident	A single vehicle crashed into a town light pole. The driver was issued a summons for a traffic offense.
21-6196	Assist to Fire	EPD responded to a small fire at a local business. Elizabeth Fire led the investigation, and it was determined to be non-criminal.
21-5930	Informational Report	A piece of construction equipment struck a utility pole.
21-6110	Found Property	A wallet was turned into EPD and returned to the owner.
21-5606	Child Abuse	A child abuse was reported to have occurred. After investigation, no crime was determined.
21-6107	Municipal Ordinance Violation	A sign was discovered to be in violation of Town ordinance. The sign was removed.
21-6273	Motor Vehicle Crash	A hit and run occurred where a suspect vehicle struck a guardrail. No suspects were identified.
21-6284	Motor Vehicle Accident	A vehicle backed into a pole at a local business. The at fault driver was issued a municipal summons for a traffic offense.



**TOWN OF ELIZABETH**

**POLICE DEPARTMENT**  
 MELVIN BERGHANN, CHIEF OF POLICE

**Elizabeth Police Department Activity Statistics Report**

Reporting Period:

12/05/2021 to 12/31/2021 (End of Year)

21-6233	Motor Vehicle Accident	An unknown vehicle struck a deer. The deer was euthanized, and the driver was unable to be located.
21-6378	Motor Vehicle Accident/ Driving Under the Influence of Alcohol	A two-vehicle crash occurred. The at fault driver fled the scene. The suspect was located near the scene and was found to be intoxicated. The suspect was taken into custody and booked into the Elbert County Jail.
21-6366	Assist to Elbert County Sheriff's Office	Assist to ECSO for a DUI investigation.
21-6422	Mental Health Hold	A local juvenile was transported to the hospital for a suicide attempt.
21-5939	Municipal Ordinance Violation	A residence was found to have an accumulation of debris. The owner came into compliance.
21-5823	Theft	Two suspects stole several items of clothing from a local business. The suspects were unable to be identified and remain at large.
21-6300	Municipal Ordinance Violation	A washer was illegally dumped in the construction area. No suspects were identified.
21-5635	Child Abuse	A child abuse was reported. After investigation, it was unfounded.
21-6479	Traffic Stop	A motorist was contacted for a traffic violation. Upon contact it was discovered that the driver had a suspended license and no insurance. The suspect was taken into custody and booked into the Elbert County jail.
21-6459	Motor Vehicle Accident	Two vehicle crash occurred. The at fault driver was issued a municipal summons for a traffic offense.



## TOWN OF ELIZABETH

POLICE DEPARTMENT  
MELVIN BERGHANN, CHIEF OF POLICE

### Elizabeth Police Department Activity Statistics Report

Reporting Period:

12/05/2021 to 12/31/2021 (End of Year)

21-6478	Welfare Check	EPD was called to a residence to check on the welfare of an adult male who had possible overdosed on a prescribed medication. Upon arrival, the party was found to be all right and declined being evaluated. He was released to his legal guardian.
21-6473	Assist to Elbert County	EPD responded to assist ECSO on a crash that occurred in their jurisdiction.
21-6464	Traffic Stop	A motorist was contacted for a traffic offense. Upon investigation, it was discovered that they were using a fictitious plate. As the proper owner could not be located, the vehicle was impounded, and the suspect was issued a state summons for several traffic violations.
21-5549	Reckless Endangerment	A local juvenile was issued a municipal summons for an incident that occurred at a school where a student was hurt.
21-6483	Fraud	A resident reported their computer was hacked and personal information was stolen.
21-6459	Motor Vehicle Accident	A two-vehicle crash. The at fault driver was issued a summons for a traffic offense.
21-5884	Harassment	A harassment occurred between students at a local school. The victim declined to press charges.
21-6481	Motor Vehicle Accident	A vehicle struck a deer. The deer was deceased upon EPD arrival.



# TOWN OF ELIZABETH

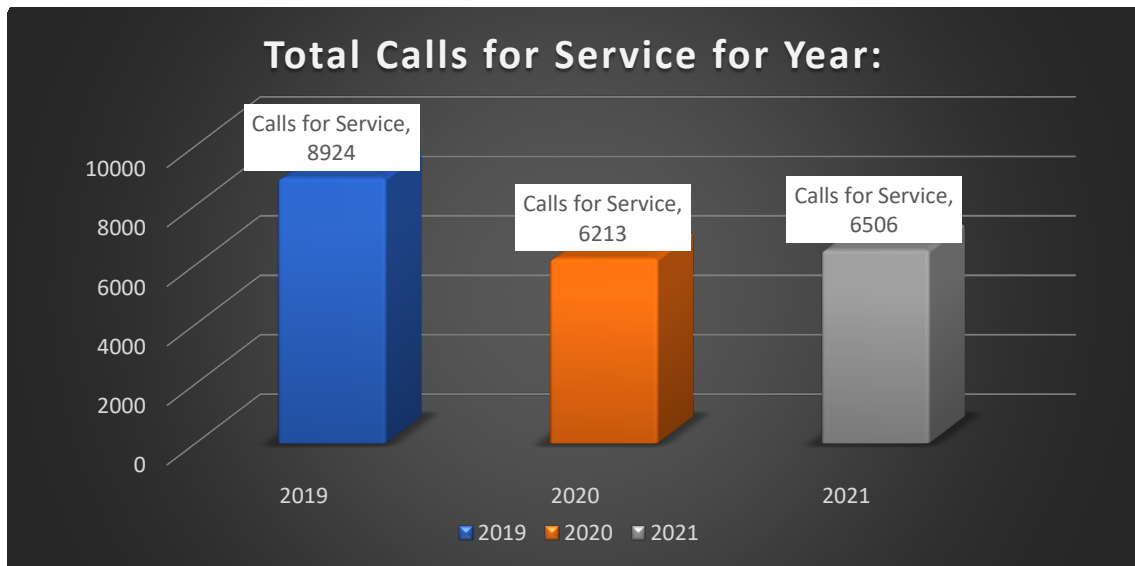
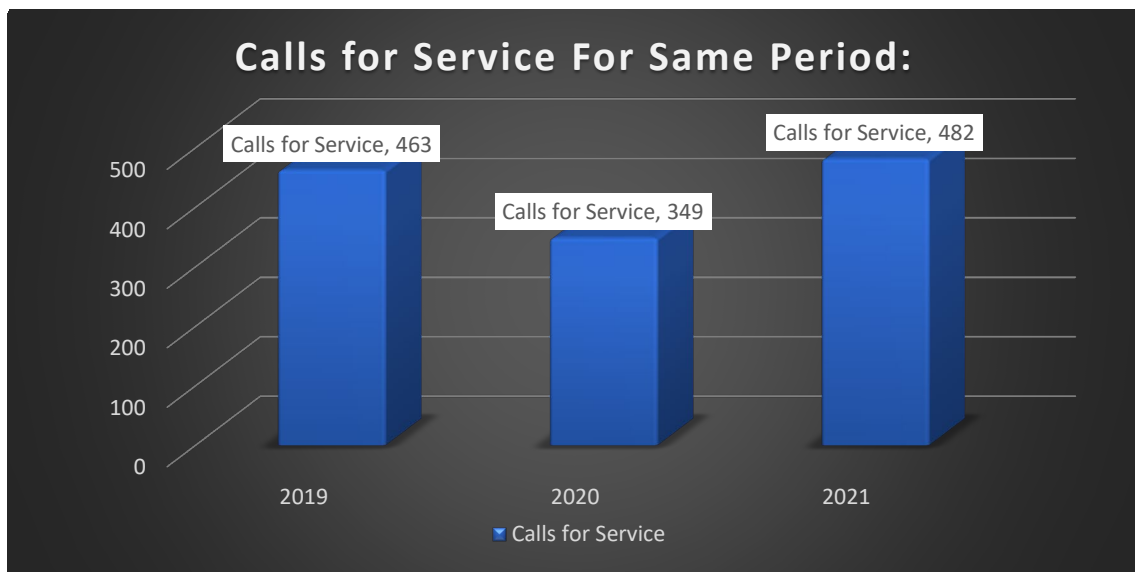
**POLICE DEPARTMENT**  
MELVIN BERGHANN, CHIEF OF POLICE

## Elizabeth Police Department Activity Statistics Report

Reporting Period:

12/05/2021 to 12/31/2021 (End of Year)

### Historical Data:





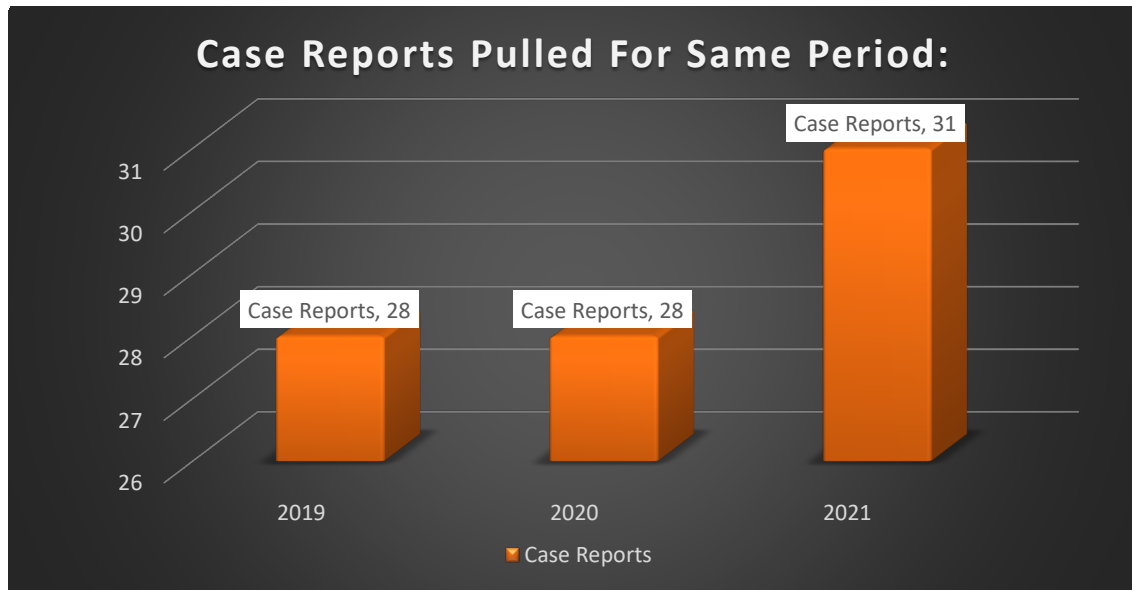
## TOWN OF ELIZABETH

POLICE DEPARTMENT  
MELVIN BERGHANN, CHIEF OF POLICE

### Elizabeth Police Department Activity Statistics Report

Reporting Period:

12/05/2021 to 12/31/2021 (End of Year)





## TOWN OF ELIZABETH

POLICE DEPARTMENT  
MELVIN BERGHANN, CHIEF OF POLICE

### Elizabeth Police Department Activity Statistics Report

Reporting Period:

12/05/2021 to 12/31/2021 (End of Year)

#### Chief of Police's Advisements:

EPD is happy to announce that all paid patrol officers have been issued a Guardian Angel safety light system. Being seen while working is highly important, ensuring officers not only see what's in front of them, but are also seen by oncoming traffic has proven to prevent accidents. Research shows that 12% of EMS worker deaths are caused by personnel being struck by vehicles, by integrating the light system into the officer's uniform staff now has an increased level of visibility while working.

If you see officers walking around with flashing lights on their shoulder, know that EPD staff has joined the higher standard of safety and visibility. We have joined the likes of Colorado State Patrol to help provide a safer environment for the officers and community.

Two kids found one of the PD rocks strategically placed in town, they received a tour of the PD and got to check out a police car, they of course received some PD swag and had fun meeting staff.

If you have any questions, please let me know!

Respectfully,

Chief Melvin Berghann

Chief of Police



INVESTIGATIONS > PORTABLE LIGHTING

# Review: Guardian Angel Elite LE Personal Light

At first glance it's a lightbar for an officer's shoulder, but it's much much more.

Jonathan Kozlowski

May 10, 2018



The Guardian Angel Elite LE Personal Light

[View Image Gallery](#)

How many officers are hit on the side of the road? How many are injured? How many times have you needed to report your position to a fellow officer in a place difficult to describe? While small personal beacons and reflective vests are

### RELATED

Officer Visibility

**Guardian Angel Elite Series - Wearable...**

Dec. 16, 2017



Officer Visibility

**Guardian Angel - Wearable Lightbar and...**

March 5, 2014



Officer Visibility

**Guardian Angel LLC**

March 3, 2014



### LATEST IN PORTABLE LIGHTING

Portable Lighting

**FoxFury Lighting Solutions**

Partners with...



available, are there any effective alternatives? “Today’s first responders need a tool on their person that illuminates and identifies them in most any given situation. This means a tool that first responders can wear in a manner that will illuminate them in every direction when they need it, be it the roadside, in a crowd, in the woods or from far away.” (Redefining Emergency Lighting, whitepaper by Guardian Angel)

The Elite Series personal light from Guardian Angel looks to address just that. At first glance, it’s odd and different. It takes the portable light concept in a new direction. But top of the list has to be what it’s not. It’s not just a flashlight. It’s not just a work light. It’s not just a beacon. Really, it’s all three.

“Anything a cop can go through, I’ve been through with my Guardian Angel—it’s never failed me.”  
- Detective Chad Stillman

The concept originated back in 2010 from a police officer in Milwaukee, Wis. The intent was meant to provide some officer visibility at night—to help make the officer more visible for safety. Since then the light’s form has changed for the better. Yet, the purpose has never dimmed—in fact it has become brighter than ever.

Today, the Elite Series includes four models. There are two designed for law enforcement, one featuring a wigwag blue/blue and a second model with a red/blue pattern. I was sent the red/blue version to test out. My neighbors must be quite confused with a flashing police light illuminating my dark windows at night. [Other color combinations available](#) seem to be directed towards other markets: a white/yellow for construction and a white/red for personal use.

### A ton of power for its size

The Elite has independent bands of LED lights, one forward and one rear. On the front, the middle LED has been solely dedicated to a red work lamp to help you continue



FoxFury Lighting Solutions Jan. 25, 2021



Flashlights

Guardian Angel Device Redraws Boundaries of...

Guardian Angel LLC April 27, 2020



Tactical

A Tour of SHOT Show 2020

Editorial Staff, Officer Media Group March 18, 2020



Tactical

My First SHOT Show

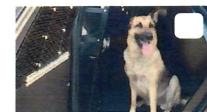
Hilary Rodela

March 18, 2020

K-9 Equipment

From Head to Paw

Jonathan Kozlowski Jan. 15, 2020



working at night and not destroy your naturally adapted night vision.

The red work light provides plenty of light to work in the dark but so bright to be blinded once you turn it back off.

Two white LEDs are designated for a work/inspection light. Thank your peers—these work lights were integrated over the years by officer feedback.

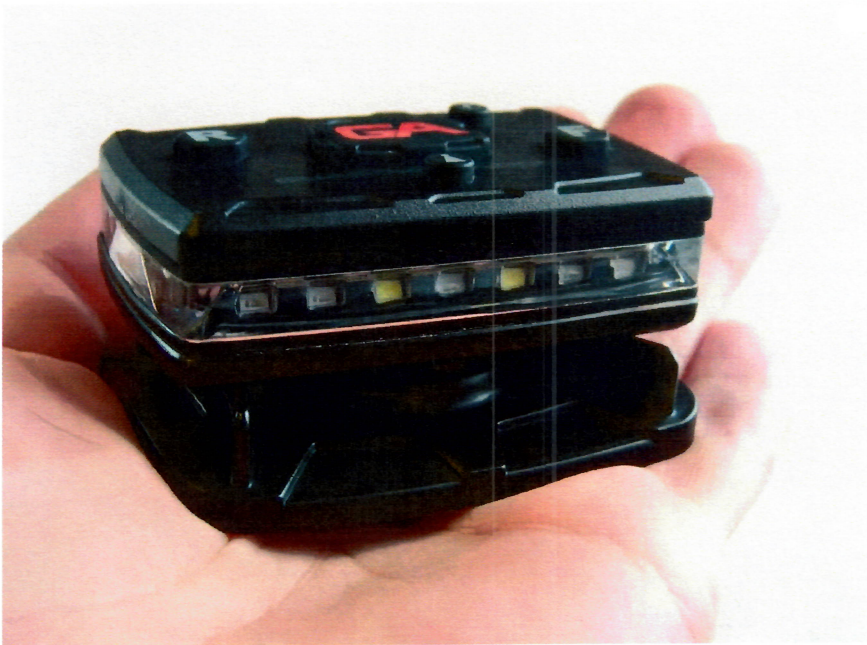
For the Elite Law Enforcement models, the remaining front-facing LEDs and the full rear band are wigwag. Both are controlled independently with two distinct buttons on the top and labeled with a bold F and R. Two smaller buttons control the work light and a brightness setting switch. Press the work light button once for red, twice for the white. A third press turns the work light off. If you're careful enough, you'll feel the hexagon shape to the F and R buttons.

Thankfully, the Elite remembers the brightness setting you left it at. Guardian Angel suggests to use the high for day time and low for night. Setting the brightness level once sets all of the lights to that level—this includes the red and white work lights, the front and rear wigwag, as well as the emergency mode.

Speaking of emergency mode, Guardian Angel popped their logo on top of their device. It's not just a molded feature. This largest button immediately turns on the front and rear flashing as well as a sharp white strobe LED on top. Pressing the emergency button again will shut it off, but you can also hit any other button to revert to an alternative function.

Remember the brightness setting. Looking at the Elite straight-on and initializing emergency on high is intense—it will grab people's attention. Reportedly, the Elite can be seen two miles away.

The buttons themselves are silent and feel like a soft rubber. They are far enough apart from each other to use with a gloved hand. Pushing them down takes a small amount of force, but each button is easy to index while it sits in your blind spot on your shoulder with or without a glove. In my experience, I was able to find every button easily with a thick ski glove. Speaking of blind spots, if you're wearing this on your shoulder and you can help it, I would suggest mounting this just outside your peripheral vision. Try it, turn it on and adjust until you're comfortable—the mounting system was designed with a bit of grip to stay put.



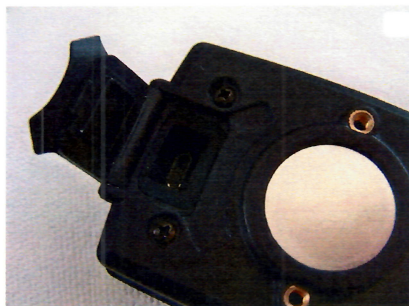
The Guardian Angel Elite Series light runs at about 3 ounces, most of that being the rechargeable battery and magnet. It packs a large impression within a very small package.

Another advancement from law enforcement feedback: this device is small. Without the mounting pieces it's just about 2 3/4 inches long, 1 inch tall and 1 3/4 inches wide. I don't have wide shoulders at all but this fits with plenty of room. It's not big. It's not bulky. At 3 ounces, it's not even heavy. I wore it on my shoulder while I wrote this review; there was a light touch but I hardly noticed. The majority of the weight

comes from the battery and a rare earth neodymium magnet holding the light to the mount (pictured above, center). This magnet is strong and holds tight. I attached my Elite to an empty cardboard box and dropped it from 10 feet or so 10 times—it still works and only let go of the box once. I then reattached it to the very same box and dropped it out of my second story window to the sidewalk below, far exceeding its drop test rating. There was some slight damage, but it still shines bright as ever.

Reportedly, other testers ran it over with a 7-ton truck and tossed it on concrete with only cosmetic damage. Reports continue to claim it even worked after submerged underwater for 15 minutes with an hour to dry. I reconstructed this test in my own sink with the emergency mode on high—it ran during and after.

The rechargeable battery will reportedly last from 10 to 150 hours. The emergency setting uses the most power, but you will probably be using the work lights the majority of the time. The Guardian Angel Elite comes with a short micro-USB cord for recharging (however the cord you use for your new smartphone should work fine). With its IP67 certification, the device's USB port is covered with a watertight cover. Without a coin on hand or a screwdriver, you can easily pop this open with a corner of one of the supports on the provided shoulder mount. The watertight cover opens and closes with an audible snap. You'll know it when you close it.



The micro-USB port is safe and secure under a watertight clasp. The sockets above and below the magnet are for a pair screws to attach the shirt clip.

The Elite does dim slightly just before it runs out of power. The red LED blinks slowly when recharging. It turned on and ran for me while recharging so if you have a long enough of a cord you can use it plugged in, but I'm not sure if or how that practice would impact the battery's life (or why you would want to do this, the idea seems to negate the device's portability). I charged it using my desktop PC. It took a couple of hours and blinks red twice when complete.

## Uses

The original idea was meant to develop a device to increase officer safety, to allow officers to more efficiently identify themselves when they wanted. Police Detective Chad Stillman has been with Guardian Angel since 2013. He's been involved with the design of the device since then making sure the Elite can be something useful for officers and keeps true to the original intention. "This is truly a device that can keep people safe. Increase visibility, helping [officers] stay visible...and also gives you hands-free illumination."

The device's magnetic pad can be placed on your shoulder beneath your shirt, jacket or vest. Grab the light and pop it on. The magnet will help you connect. Making sure the Elite is oriented correctly is easy as well. A tip: the hinge for the USB port should be on the left.

Yet, its portability and strong integrated magnet allows a ton of situational-use options.

- Need to search an area? Keep hands free without holding a flashlight in your mouth, avoid contaminating your gear.
- Wearing plain clothes? Identify yourself quickly and stay safe near roadways.
- Driving an undercover vehicle? Attach it to a visor and get through traffic for an impromptu lightbar.

- Responding to a location with a long driveway? Mount to a mailbox and mark which dark path you drove down.
- Have an emergency in a rural area and need air support? Lay out a couple to design a temporary landing zone for a helicopter.
- Inside a difficult to find location? Toss it outside to help rescue find you.
- Deep in a crowd? Increase your visibility for responding officers to better see you.
- Searching a wooded area? Track your officers with a highly visible light source.

This list could continue with a more clever mind. Further, Guardian Angel also provides additional accessory options, such as a shirt clip mount, belt mount, bike rail strap mount, and more. There's even a K-9 harness.

“Just like you have a gun light, just like your flashlight, this is another tool,” says Stillman. “I’ve been in situations where I need to be located right away. I’ve ran into backyards and got into gun fights with people where I need to be found immediately. Anything a cop can go through, I’ve been through with my Guardian Angel—it’s never failed me.”

The Guardian Angel Elite Series originally launched October 2017 and has sold thousands of units worldwide so far. At \$99.99 MSRP per item, it’s worth checking out. Look up a local dealer on their website, [GuardianAngelDevices.com](http://GuardianAngelDevices.com).

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No comments have been added yet. Want to start the conversation?

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Portable Lighting

#### Nomad Prime Portable Scene Light

Light up a scene in seconds with the battery powered FoxFury Nomad® Prime Portable Scene Light. With built-in tripod legs, the Prime extends up to 8ft (2.4m) tall to deliver up to...

[FoxFury Lighting Solutions](#) Oct. 4, 2021



Portable Lighting

#### Nomad 360 Scene Light

Light up a 360 degree area! The FoxFury Nomad® 360 Scene Light is battery operated. With built-in tripod legs, the Nomad® 360 extends up to 8.5 ft (2.6 m) tall to deliver up to...

[FoxFury Lighting Solutions](#) Oct. 4, 2021



Bicycles & Accessories

#### VisiGo Wearable and Mountable LED Light by C3Sports

The C3Sports VisiGo light from the Police Bike Store is a USB rechargeable light that features a unique design with a clip mount on the back that can attach to clothing, belts...

[Police Bike Store](#) June 15, 2021



Flashlights

#### ACEBEAM

ACEBEAM was founded in 2014 and has developed into a national high-tech enterprise integrating R & D, manufacturing and sales. ACEBEAM brand covers high-end Search flashlight ...

March 8, 2021



Lightbars & Lights

#### Stryker ST

The Stryker ST Series by Golight is the culmination of continuous field studies and voice-of-the-customer research that identified desired functional enhancements across the company...

[Golight Inc.](#) March 4, 2021



Vehicles & Equipment

### SoundOff Signal

For over 25 years, SoundOff Signal has offered innovative vehicle safety lighting products and more recently introduced Sirens, Speakers and Switches.

March 3, 2021



Officer Visibility

### Road Commander

Nite Beams Road Commander was the vision of founder Mike "Tonto" Alexander. After studying the existing road flares available on the market, Alexander realized they were inadequate...

[Nite Beams](#)

Feb. 25, 2021

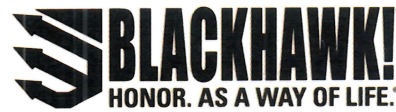


Flashlights

### COAST Products Inc.

Since the very beginning, we've made innovations that make people's lives easier and jobs safer. And we're still at it. It all started with a salmon fillet knife on Oregon's coastline...

Feb. 16, 2021



Apparel

### Blackhawk

BLACKHAWK! is a leading US manufacturer of tactical, military, shooting sports and law enforcement equipment headquartered in Norfolk, Virginia. BLACKHAWK! was founded by a Navy...

Jan. 27, 2021



Portable Lighting

### Vulcan 180 HAZ-LO ATEX

Developed for use in hazardous locations a portable scene light platform, the Zone 0 safety rated Vulcan 180 HAZ-LO is lightweight and rechargeable. Combine its three bright white...

[Streamlight Inc.](#)

Jan. 5, 2021

Flashlights

### The BX-1500 Tactical Flashlight

The BX-1500 Tactical Flashlight is full of features. Powered by one 3500mAh 18650 Power Cell and the Luminus SST-20 LED, this light will blast a 1500 lumen beam 1496ft (456m)....

[Badger Industries](#)

Oct. 9, 2020



Flashlights

### Badger Industries

BADGER INDUSTRIES IS A MILITARY AND LAW ENFORCEMENT VETERAN-OWNED COMPANY. My name is Mike Etheridge. I am the Founder and CEO of Badger Industries, a nationally recognized designer...

Oct. 9, 2020



Flashlights

### The Sidewinder Boot - A Compact, Hands-free Right Angle Light

Streamlight Inc.'s Sidewinder Boot is a compact, hands-free right angle military light that features a red slide-in-place filter. The versatile light, which offers up to 90 hours...

[Streamlight Inc.](#)

Feb. 25, 2020



Flashlights

### Enhanced MAG-TAC LED Rechargeable System

## Enhanced MAG-TAC LED Rechargeable System

The enhanced MAG-TAC® LED Rechargeable System now features higher lumens and longer run time, is an advanced lighting tool powered by a high capacity Lithium Iron Phosphate (LiFePO4...

[MAG Instrument Inc.](#)

Feb. 3, 2020



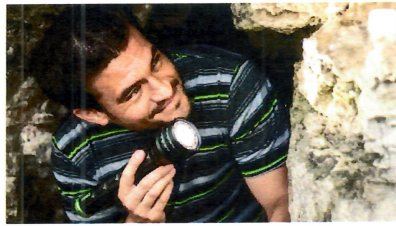
Portable Lighting

### The SNAP RGB Headlamp and Mountable Light

The Snap RGB is a straightforward headlamp with additional focus on modular / adaptable design. The head unit is removable from the head bracket for handheld operation and use...

[Princeton Tec](#)

Jan. 30, 2020



Portable Lighting

### Portable Lighting Standard Shines Light onto Product Quality

ANSI/PLATO FL 1 -2019 Standard now includes area lights and new testing procedures

[The Portable Lights American Trade Organization \(PLATO\)](#)

Jan. 9, 2020

Portable Lighting

### The Portable Lights American Trade Organization (PLATO)

The Portable Lights American Trade Organization (PLATO) is the largest internationally recognized consortium of global manufacturers in the portable lighting industry, which includes...

Jan. 4, 2020

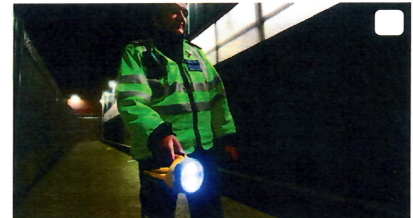
Portable Lighting

### Code 3 Revamps and Expands its Line of Area Lighting Solutions

St. Louis, MO – Code 3® is upgrading and adding to its line of worklights and utility bars giving customers a range of white lighting options. These highly efficient products ...

[CODE 3 Inc.](#)

Nov. 14, 2019



Flashlights

### Hawk Star Searchlight

Nightsearcher are proud to introduce the new Hawk Star as part of celebrating their 30 years of supplying to the emergency services. The Hawk Star joins their already successful...

[NightSearcher](#)

Nov. 6, 2019

Tactical

### CORE Survival Inc.

Oct. 19, 2019



Headwear Accessories

### The VariArc Helmet Light Mount

Thyrm's VariArc™ Helmet Mount features positive indexing at forward, umbrella and admin angles. The VariArc mount directs light right where you need it with a quick twist. Conceived...

[Thyrm LLC](#)

Oct. 14, 2019



### FENIX HM65R

Portable Lighting

#### Fenix HM65R Rechargeable Headlamp

The Fenix HM65R headlamp is built to hold up, no matter the weather. The magnesium body is ultra-durable and lightweight, with a slim profile that fits easily and comfortably....

[Fenix](#)

Aug. 9, 2019



Flashlights

#### The Tactical Flashlight Evolution

When is the last time you purchased a new flashlight? If you can't remember, it might be time to start shopping around.

[Lt. Frank Borelli \(ret\)](#)

June 17, 2019

Portable Lighting

#### STREAMLIGHT® LAUNCHES PORTABLE SCENE LIGHT EXT

Telescoping Pole and Rotating Head Now Extend 84 Inches for Improved Visibility

[Streamlight Inc.](#)

May 8, 2019

Large Area Lighting

#### The Portable Scene Light EXT

Streamlight Inc.'s Portable Scene Light EXT is a taller model of its Portable Scene Light, featuring a pole and rotating head that extend a full 84 inches high. With its extra...

[Streamlight Inc.](#)

May 6, 2019

Portable Lighting

#### Advanced Lighting Systems (ALS)

April 27, 2019

Portable Lighting

#### The Waterproof, Stackable, Portable Scene Light II

Streamlight Inc.'s Portable Scene Light II is a 10,000-lumen rechargeable, waterproof scene light featuring a versatile steel frame and 360° rotating head for precise aiming. ...

[Streamlight Inc.](#)

April 23, 2019

Portable Lighting

#### Siege X USB Rechargeable Lantern

The Siege X USB is a multi-function, ultra-compact USB rechargeable lantern with multiple lighting modes, including a forward flashlight setting. The light, designed to work in...

[Streamlight Inc.](#)

March 7, 2019

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**TO:** Honorable Mayor and Board of Trustees  
**FROM:** Bella Valentine Student Liaison  
**DATE:** January 2022  
**SUBJECT:** Student Liaison Report

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## **SUMMARY**

**The last few weeks at Elizabeth High School have been full of new and exciting events!**

EHS National Honor Society hosted a blood drive in the gymnasium. We had a huge turnout from the community, including students, staff/faculty, and outside community members. Another blood drive will be hosted in March.

Members of the high school involved in out of school internships were invited to the middle school to talk about the opportunities that are possible at Elizabeth High School. The principal at Elizabeth Middle School reached out to our internship coordinator Mrs. Leanne Cook for help, as the middle school has had issues with behavior. Having these accomplished students visit and talk about their experiences and all the things it took to get there was planned to help students at the middle school shape up and apply themselves for greater opportunities in the future.

Finals week is always the hardest week in high school. Students geared up to do their best and knock their finals out of the park.

FBLA members have been involved in many competitions and outreach programs to grow and solidify their program for regionals, state, and nationals.

Winter Sports began in late November. The girls basketball team have been rebranding their reputation with new head coach Ms. Kelsey Ubben. The girls have struggled in the past to work as a cohesive team and bring home wins. This year that has not been the case as they are stronger than ever and are improving everyday.

EHS Wrestling has hosted two home duals in the past month and have worked tirelessly to improve their skills.

EHS boys basketball has been working to achieve new goals and hopefully go to league once again this year.

Senior Skyla McConell made history this year as being the first to letter in sports medicine. She has been coached by our Athletic Trainer, Megan Ramsey, for the past two years. She has learned the ins and outs of anatomy, physical training, and rehabilitation, and has been able to apply what she has learned to our student athletes.

Our CNA building has been completed and classes have started at the beginning of the semester. This is a great opportunity for students looking to go into a medical career.



**MAIN STREET BOARD OF DIRECTORS – RECORD OF PROCEEDINGS  
NOVEMBER 18, 2021**

**CALL TO ORDER**

The Regular Meeting of the Main Street Board of Directors was called to order on Thursday, November 18, 2021, at 8:37 AM by President Tedd Lipka.

**ROLL CALL**

Present were President Tedd Lipka and Board Members Linda Bulmer, Jeff Struthers and Michael Hussey. There was a quorum to conduct business.

Also present were Planner/Project Manager Zach Higgins and Deputy Town Clerk Harmony Malakowski.

**AGENDA CHANGES**

No changes.

**MINUTES**

Regular Minutes of October 14, 2021

Motion by Mr. Hussey, seconded by Ms. Bulmer, to approve the minutes from October 14, 2021.

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

**NEW BUSINESS**

Discussion and possible action on 2022 meeting schedule

Motion by Mr. Hussey, seconded by Mr. Struthers, to approve the 2022 meeting schedule with the April date being moved to the 3<sup>rd</sup> Thursday.

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

Discussion and recommendation to Board of Trustees regarding attendance to the 2022 Main Street Now Conference

Motion by Mr. Hussey, seconded by Ms. Bulmer to request from the Board of Trustees out of



state travel for 2 Main Street Board members and required Town staff to attend the Main Street Now Conference.

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

**STAFF REPORTS**

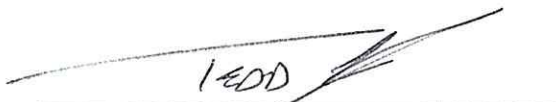
- Grace Erickson with Providence Consulting provided an update on the exclusivity agreement for the Gesin lot.
- Discussion regarding the Downtown Parking Amendment.
- Discussion regarding the Main Street Streetscape.
- Discussion regarding parking near Frontier High School.
- Discussion regarding upcoming MSBOD elections and vacancies.
- Mr. Lipka provided an update regarding the Farmer’s Market meeting with the Elizabeth Brewing Company.
- Discussion regarding the upcoming training with History Colorado.
- Ms. Erickson provided an update from her attendance to the Main Street Manager’s Summit.


**BOARD REPORTS**

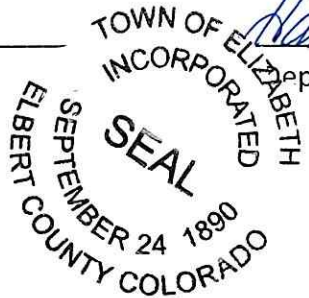
- Discussion about public art on Main Street.

**ADJOURNMENT**

Motion by Mr. Hussey, seconded by Ms. Bulmer, to adjourn meeting at 9:23 AM. The vote of those Board Members present was unanimously in favor. Motion carried.

  
\_\_\_\_\_  
President Tedd Lipka

  
Deputy Town Clerk Harmony Malakowski





**PLANNING COMMISSION – RECORD OF PROCEEDINGS  
NOVEMBER 2, 2021**

**CALL TO ORDER**

The Regular Meeting of the Elizabeth Planning Commission was called to order on Tuesday, November 2, 2021, at 6:31 PM by Chair Rachel White.

**ROLL CALL**

Present were Chair Rachel White, Vice Chair Rob Porter, Commissioners Jenny Case and Barbara McGinn. Commissioner Greg Lopez was absent. There was a quorum to conduct business.

Also present was Planner/Project Manager Zach Higgins and Deputy Town Clerk Harmony Malakowski.

**AGENDA CHANGES**

No agenda changes from staff.

No agenda changes by the Commissioners.

**PUBLIC COMMENT**

No Public Comment

**MINUTES**

Regular Minutes of September 7, 2021

Motion by Commissioner McGinn, seconded by Commissioner Case, to approve the minutes from September 7, 2021, with recommended changes.

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



**NEW BUSINESS**

Briefing on parcel known as "Abraham Lot" regarding Commercial Mixed Use, Board of Trustees feedback

Zach Higgins provided information regarding the Abraham Lot and received recommendations from the Commissioners.

Briefing on the "Downtown District" Parking (Minimums and Fee in Lieu) progress

Mr. Higgins provided an update to the Planning Commission regarding parking in the Downtown District.

Discussion regarding the "Downtown District" Lot Coverage Maximums

Mr. Higgins explained lot coverage maximums and requested feedback from the Commissioners.

**REPORTS**

- Commissioner McGinn gave an update on the conference she attended.
- Discussion regarding the Harvest Festival event.
- Discussion regarding the upcoming Christmas Event.
- Discussion on upcoming term end dates and vacancies.

**ADJOURNMENT**

Motion by Chair White, seconded by Commissioner Case, to adjourn meeting at 7:47 PM. The vote of those Commissioners present was unanimously in favor. Motion carried.

  
Chair Rachel White

  
Deputy Town Clerk Harmony Malakowski

