Town of Elizabeth

Board of Trustees Regular Meeting

Tuesday, July 28, 2026 at 7:00 PM
Town Hall, 151 S. Banner Street

Conferencing Access Information: This is viewing-only access.

https://us02web.zoom.us/j/84045763395?pwd=JZpQ4veDbeZV5T18c3bBDppkT9dCqJ.1

Join via phone: 1 669 900 9128 **Meeting ID:** 840 4576 3395
Meeting Passcode: 681828

Call to Order

Roll Call

Pledge of Allegiance

Public Comment

This is a meeting of the Board of Trustees held in public. We welcome you here and thank you for your time and concerns. When you are recognized, please stand and state your name and address to the Board. Your comments will be limited to 5 minutes. If many speakers are anticipated, the Mayor may (a) shorten the time limit; (b) ask speakers to limit themselves to new information and points of view not already covered by previous speakers; and/or (c) limit the total time of public comment to allow the Board to proceed to consider items set on the regular meeting agenda. The Board of Trustees may not respond to your comments during this meeting, but rather take your comments and suggestions under advisement and your questions will be directed to the appropriate person or department for follow-up. Personal attacks against Board Members, Administrative Staff, or Employees will not be recognized. If a response from Staff is requested, the Mayor will direct Staff to have a response at the next regularly scheduled Board meeting.

Agenda Changes

Consent Agenda

1. Minutes of the Special Meeting of July 14, 2026
2. Minutes of the Regular Meeting of July 14, 2026
3. Minutes of the Special Meeting of July 22, 2026
4. Minutes of the Special Meeting of July 23, 2026

Action may be taken on any and all items listed on the agenda.
Accommodations for disabilities may be made upon request.

5. Elizabeth Kitchen & Bar Festival Permit Application

Presentations

6. 9/11 Walk of Remembrance – Gayle Gardner

New Business

7. Discussion on Building Permit Calculations – Alexandra Cramer

8. Discussion and possible action on Resolution 26R21, a Resolution approving the Intergovernmental agreement for wastewater service between the Town of Elizabeth and the Pine Ridge Metropolitan District

a. Interim Town Administrator Report - Chris Lowe
b. Public Works Director Report – Mike DeVol
c. Pine Ridge Wastewater Treatment – Applicant

9. Discussion on Gesin Lot beatification – James McErnie, Alexandra Cramer

10. Discussion and possible action on Resolution 26R20, approving two Intergovernmental agreements between the Town and the Elbert County Clerk and Recorded related to the November 3, 2026, Election – Michelle Oeser

Items for Consideration

11. Items for Consideration

Management Monitoring Reports

12. Management Monitoring Reports

Board of Trustees Report

13. Board Reports

Minutes

14. Minutes of the Historic Advisory Board Meeting of May 11, 2026

Executive Session

15. To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e) and to consider matters required to be kept confidential by federal or state law or rules and regulations, pursuant to C.R.S. § 24-6-402(4)(c), with the applicable law/rule/regulation being C.R.S. § 24-72-204(3)(a)(XI) regarding the recruitment of a Town Administrator and discussion of candidates who have not been identified as a "finalist" as defined by C.R.S. § 24-6-402(3.5)

Action may be taken on any and all items listed on the agenda.
Accommodations for disabilities may be made upon request.

Adjournment

Action may be taken on any and all items listed on the agenda.
Accommodations for disabilities may be made upon request.

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.

Action may be taken on any and all items listed on the agenda.
Accommodations for disabilities may be made upon request.

Board of Trustees Special Meeting UPDATED 7/10/2026
Executive Session
Tuesday, July 14, 2026 at 5:00 PM
Town Hall, 151 S. Banner Street

Call to Order

The Special Meeting of the Board of Trustees for the Town of Elizabeth was called to order on Tuesday, July 14, 2026, at 5:00 by Mayor Angela Ternus.

Roll Call

Present:
Mayor Angela Ternus
Mayor Pro Tem Tracy Hutchins
Trustee Loren Einspahr
Trustee Dave Conley
Trustee Michael Schroder
Trustee Steve Gaither
Trustee Tony Atencio
Absent:

There was a quorum to do business.

Also in Attendance:
Town Clerk Michelle Oeser
Duffy Group Consultant Nicole Gruenhaupt

Executive Session

1.

To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e) and to consider matters required to be kept confidential by federal or state law or rules and regulations, pursuant to C.R.S. § 24-6-402(4)(c), with the applicable law/rule/regulation being C.R.S. § 24-72-204(3)(a)(XI) regarding the recruitment of a Town Administrator and discussion of candidates who have not been identified as a “finalist” as defined by C.R.S. § 24-6-402(3.5)

Motion by Mayor Ternus, seconded by Trustee Atencio, to close the Regular Meeting at 5:02 pm and open an Executive Session to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e) and to consider matters required to be kept confidential by federal or state law or rules and regulations, pursuant to C.R.S. § 24-6-402(4)(c), with the applicable law/rule/regulation being C.R.S. § 24-72-204(3)(a)(XI) regarding the

recruitment of a Town Administrator and discussion of candidates who have not been identified as a "finalist" as defined by C.R.S. § 24-6-402(3.5).
Voting Yes: Mayor Ternus, Mayor Pro Tem Hutchins, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither, Trustee Atencio
Voting No: None

Motion Passed Unanimously (7-0)

Motion by Mayor Ternus, seconded by Trustee Antecio to adjourn the Executive Session and return to the Regular Meeting at 6:42 pm.
Voting Yes: Mayor Ternus, Mayor Pro Tem Hutchins, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither, Trustee Atencio
Voting No: None

Motion Passed Unanimously (7-0)

Adjournment

Motion by Mayor Ternus, seconded by Trustee Antencio, to adjourn the meeting at 6:42 pm.
Voting Yes: Mayor Ternus, Mayor Pro Tem Hutchins, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither, Trustee Atencio
Voting No: None

Motion Passed Unanimously (7-0)

_____ _____

Town Clerk Michelle Oeser Mayor Angela Ternus

Board of Trustees - Record of Proceedings

Tuesday, July 14, 2026 at 7:00 PM
Town Hall, 151 S. Banner Street

Call to Order

The Regular Meeting of the Board of Trustees for the Town of Elizabeth was called to order on Tuesday, July 14, 2026, at 7:00 pm by Mayor Angela Ternus.

Roll Call

Present:
Mayor Angela Ternus
Mayor Pro Tem Tracy Hutchins
Trustee Loren Einspahr
Trustee Dave Conley
Trustee Michael Schroder
Trustee Steve Gaither
Trustee Tony Atencio
Absent:

There was a quorum to do business.

Also in Attendance:
Interim Administrator Chris Lowe
Town Clerk Michelle Oeser
Assistant Public Works Director James McErnie
Police Chief Jeff Engel
Community Development Director Alexandra Cramer
Town Attorney Kathrynn Sellars

Pledge of Allegiance

Mayor Ternus led the Board in the Pledge of Allegiance.

Public Comment

This is a meeting of the Board of Trustees held in public. We welcome you here and thank you for your time and concerns. When you are recognized, please stand and state your name and address to the Board. Your comments will be limited to 5 minutes. If many speakers are anticipated, the Mayor may (a) shorten the time limit; (b) ask speakers to limit themselves to new information and points of view not already covered by previous speakers; and/or (c) limit the total time of public comment to allow the Board to proceed to consider items set on the regular meeting agenda. The Board of Trustees may not respond to your comments during this meeting, but rather take your comments and suggestions under advisement and your questions will be

directed to the appropriate person or department for follow-up. Personal attacks against Board Members, Administrative Staff, or Employees will not be recognized. If a response from Staff is requested, the Mayor will direct Staff to have a response at the next regularly scheduled Board meeting.

There was no Public Comment.

Agenda Changes

Changes from the Administration asked to move item 4 up to item 3.

No changes from the Board.

Agenda set.

Consent Agenda

1. Minutes of the Regular Meeting of June 23, 2026

2. Elizabeth Liquor Store Tasing Application

Motion by Mayor Pro Tem Hutchins, seconded by Trustee Conley, to approve the Consent Agenda.
Voting Yes: Mayor Ternus, Mayor Pro Tem Hutchins, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither, Trustee Atencio
Voting No: None

Motion Passed Unanimously (7-0)

New Business

3. Discussion and possible action on Resolution 26R19, a Resolution approving the Mayor and/or Town Administrator to execute all required and necessary documents for grant applications to the EIAF Grant Program – Chief Jeff Engel

Agenda item 3 was moved to agenda item 4 —
Motion by Mayor Pro Tem Hutchins, seconded by Trustee Conley, to approve Resolution 26R19, a Resolution approving the Mayor and/or Town Administrator to execute all required and necessary documents for grant applications to the EIAF Grant Program.
Voting Yes: Mayor Ternus, Mayor Pro Tem Hutchins, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither, Trustee Atencio
Voting No: None

Motion Passed Unanimously (7-0)

4. Discussion on Gesin Lot RFQ – Alexandra Cramer

Item 4 moved up agenda to item 3 —
Alexandra Cramer provided a written report and requested discussion from the Board.
The Board directed Staff to move forward with the RFQ with a change.

Items for Consideration

5. Items for Consideration

Mayor Pro Tem Hutchis asked for Hillside Village project updates.

Trustee Schroder discussed the community garden.

Management Monitoring Reports

6. Management Monitoring Reports

- Interim Town Administrator Chris Lowe:
  - The RFP for a Facility Master Plan has been posted. Results will be brought back to the Board on July 28th.
- Police Chief Jeff Engel:
  - Sergeant Bigler was awarded a Certificate of Valor by the Elizabeth Fire Department.
  - Savanna will begin volunteering for the Elizabeth Police Department, working on crime analysis.
  - Officer Herbel held his second EBike training session.
  - Tuesday, August 4th is National Night Out.
- Community Development Director Alexandra Cramer:
  - Nothing in addition to the written report included in the Board packet.
- Assistant Public Works Director James McErnie:
  - Discussed the Touch a Truck Event at the Library.
  - Discussion on the resurfacing on Highway 86 and Hillside Village.
  - Discussion on bathrooms at the Depot Lot.
  - Discussion on the action plan for Main St. closures during events.
  - Discussion on ARPA funds.
  - Discussion on the planned upgrades to the Community Garden.
- Town Clerk Michelle Oeser:
  - Update on Senior Basket sponsorships.
  - Discussion on the Kiowa ice cream social.
  - Discussion on the 250/150 BBQ celebration.

Board of Trustees Report

7. Board Reports

- Trustee Tony Atencio:
  - Discussed forming a committee for the Mayor's Tree Lighting.
  - Discussed setting up a Town Scholarship for two Wrangler applicants.
  - Discussed the vision of the Board and developing a strategic plan.

Executive Session

Motion by Mayor Ternus, seconded by Trustee Einspahr, to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402 (4)(b), on options related to Street Scape Project, and
to determine positions relative to matters that may be subject to negotiation, develop a strategy for negotiations and/or instruct negotiators pursuant to C.R.S. § 24-6-402(4)(e) regarding the potential annexation of unincorporated property generally located at 1975 Legacy Circle

Voting Yes: Mayor Ternus, Mayor Pro Tem Hutchins, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither, Trustee Atencio
Voting No: None

Motion Passed Unanimously (7-0)

8. To hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402 (4)(b), on options related to Street Scape Project.

Close executive session one at 8:40 pm, and enter into executive session two.

9. Executive session to determine positions relative to matters that may be subject to negotiation, develop a strategy for negotiations and/or instruct negotiators pursuant to C.R.S. § 24-6-402(4)(e) regarding the potential annexation of unincorporated property generally located at 1975 Legacy Circle

Motion by None, seconded by None, to adjourn the executive session and return to the regular meeting at 9:05 pm..
Voting Yes: Mayor Ternus, Mayor Pro Tem Hutchins, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither, Trustee Atencio
Voting No: None

Motion Passed Unanimously (7-0)

Adjournment

Motion by Trustee Einspahr, seconded by Trustee Gaither, to adjourn the meeting at 9:06 pm.
Voting Yes: Mayor Ternus, Mayor Pro Tem Hutchins, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither, Trustee Atencio
Voting No: None

Motion Passed Unanimously (7-0)

_____ _____

Town Clerk Michelle Oeser Mayor Angela Ternus

Board of Trustees Special Meeting
Executive Session
Wednesday, July 22, 2026 at 5:00 PM
Town Hall, 151 S. Banner Street

Call to Order

The Special Meeting of the Board of Trustees for the Town of Elizabeth was called to order on Wednesday, July 22, 2026, at 5:02 p.m. by Mayor Angela Ternus.

Roll Call

Present:
Mayor Angela Ternus
Mayor Pro Tem Tracy Hutchins
Trustee Loren Einspahr
Trustee Dave Conley
Trustee Michael Schroder
Trustee Steve Gaither
Absent:
Trustee Tony Atencio

There was a quorum to do business.

Also in Attendance:
Town Clerk Michelle Oeser

Executive Session

1.

To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e) and to consider matters required to be kept confidential by federal or state law or rules and regulations, pursuant to C.R.S. § 24-6-402(4)(c), with the applicable law/rule/regulation being C.R.S. § 24-72-204(3)(a)(XI) regarding the recruitment of a Town Administrator and discussion of candidates who have not been identified as a “finalist” as defined by C.R.S. § 24-6-402(3.5)

Motion by Mayor Ternus, seconded by Mayor Pro Tem Hutchins, to close the Special Meeting at 5:03 p.m. and open an Executive Session to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e) and to consider matters required to be kept confidential by federal or state law or rules and regulations, pursuant to C.R.S. § 24-6-402(4)(c), with the applicable law/rule/regulation being C.R.S. § 24-72-204(3)(a)(XI) regarding the recruitment of a Town Administrator and discussion of candidates who have not been identified as a “finalist” as defined by C.R.S. § 24-6-402(3.5).

Voting Yes: Mayor Ternus, Mayor Pro Tem Hutchins, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither
Voting No: None

Motion Passed Unanimously (6-0)

Motion by Mayor Ternus, seconded by Trustee Schroder, to adjourn the Executive Session and return to the Special Meeting at 6:44 p.m.
Voting Yes: Mayor Ternus, Mayor Pro Tem Hutchins, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither
Voting No: None

Motion Passed Unanimously (6-0)

Adjournment

Motion by Trustee Conley, seconded by Mayor Pro Tem Hutchins, to adjourn the meeting at 6:44 p.m.
Voting Yes: Mayor Ternus, Mayor Pro Tem Hutchins, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither
Voting No: None

Motion Passed Unanimously (6-0)

_____ _____

Town Clerk Michelle Oeser Mayor Angela Ternus

Board of Trustees Special Meeting UPDATED Time
Executive Session
Thursday, July 23, 2026 at 5:00 PM
Town Hall, 151 S. Banner Street

Call to Order

The Special Meeting of the Board of Trustees for the Town of Elizabeth was called to order on Thursday, July 23, 2026, at 4:59 p.m. by Mayor Angela Ternus.

Roll Call

Present:
Mayor Angela Ternus
Mayor Pro Tem Tracy Hutchins
Trustee Loren Einspahr
Trustee Michael Schroder
Trustee Steve Gaither
Absent:
Trustee Dave Conley
Trustee Tony Atencio

There was a quorum to do business.

Also in Attendance:
Town Clerk Michelle Oeser

Executive Session

1.

To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e) and to consider matters required to be kept confidential by federal or state law or rules and regulations, pursuant to C.R.S. § 24-6-402(4)(c), with the applicable law/rule/regulation being C.R.S. § 24-72-204(3)(a)(XI) regarding the recruitment of a Town Administrator and discussion of candidates who have not been identified as a “finalist” as defined by C.R.S. § 24-6-402(3.5)

Motion by Mayor Ternus, seconded by Trustee Schroder, to close the Special Meeting at 4:59 p.m. to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e) and to consider matters required to be kept confidential by federal or state law or rules and regulations, pursuant to C.R.S. § 24-6-402(4)(c), with the applicable law/rule/regulation being C.R.S. § 24-72-204(3)(a)(XI) regarding the recruitment of a Town Administrator and discussion of candidates who have not been identified as a “finalist” as defined by C.R.S. § 24-6-402(3.5)Voting Yes: Mayor Ternus, Mayor Pro Tem Hutchins, Trustee Einspahr, Trustee Schroder,

Trustee Gaither
Voting No: None

Motion Passed Unanimously (5-0)

Motion by Mayor Ternus, seconded by Mayor Pro Tem Hutchins, to adjourn the Executive Session and return to the Special Meeting at 5:54 p.m.
Voting Yes: Mayor Ternus, Mayor Pro Tem Hutchins, Trustee Einspahr, Trustee Schroder, Trustee Gaither
Voting No: None

Motion Passed Unanimously (5-0)

Adjournment

Motion by Trustee Gaither, seconded by Trustee Schroder, to adjourn the meeting at 5:54 p.m.
Voting Yes: Mayor Ternus, Mayor Pro Tem Hutchins, Trustee Einspahr, Trustee Schroder, Trustee Gaither
Voting No: None

Motion Passed Unanimously (5-0)

_____ _____

Town Clerk Michelle Oeser Mayor Angela Ternus

TOWN OF ELIZABETH

MICHELLE M. OESER TOWN CLERK / ADMINISTRATIVE SERVICES DIRECTOR

TO: Honorable Mayor and Board of Trustees
FROM: Michelle Oeser Town Clerk
DATE: July 28, 2026
SUBJECT: Festival Permit

SUMMARY

On July 9, 2026, the Elizabeth Kitchen and Bar provided the clerk with a Festival Permit Applications and a Security Control plan. A Festival Permit is overseen by the State of Colorado Liquor Enforcement Division. The Town Board is signing off on the permit stating that they agree with the Security and Control plan as well as recognizing that they have approved the security plan, and have examined the premises, business know of the character of the Elizabeth Kitchen and Bar.

Obtaining a Festival Permit will give Elizabeth Kitchen and Bar the versatility to provide other alcohol vendors if they choose to. A Festival Permit removes the liability and responsibility of the town carrying a special event permit. This permit is to serve alcohol during the Town's Backyard BBQ.

A representative wit Elizabeth Kitchen and Bar is here tonight to answer any questions you may have on the Festival Permit or the Security Control Plan.

STAFF RECOMMENDATION

Staff recommend approval of the Elizabeth Kitchen and Bar Festival Permit Applications.

ATTACHMENTS(S)

Festival Permit Applications

Security control plan

DR 8420 (07/21/25)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Received
JUL 09 2026
Town of Elizabeth

Festival Permit Application

This permit is only available for the following license types:

- Beer and Wine license;
- Hotel and Restaurant license;
- Tavern license;
- Brew Pub license;
- Vintner's Restaurant license;
- Distillery Pub license;
- Manufacturer's license (beer, wine, or spirits);
- Wholesaler's license; or
- Limited Wineries

☒ Initial Application – $50.00 Processing Fee

☐ Subsequent Festival Application - $50.00 per festival (9 total allowed per **calendar year**, per permittee)

Note - An authorized participating licensee can participate in up to 52 festivals in a calendar year.

Legal Business Name
EK Bar LLC

Trade Name/DBA Name
Elizabeth Kitchen + Bar

License Number: 03-23251
License Type: Hotel and Restaurant
Sales Tax Number: 96507364-001

Business Phone Number: 720 761 5000
Email Address: lynette.ekb.kbevents@gmail.com

Premises Address
240 S. Elizabeth St. Unit 110

City: Elizabeth
State: CO
ZIP Code: 80107

Mailing Address
240 S. Elizabeth St. Unit 110

City: Elizabeth
State: CO
ZIP Code: 80107

Festival Location
Running Creek Park Elizabeth Co.

Date(s) of Festival
August 29, 2026

What are the hours of alcohol service during each festival date(s)? (1 festival can be no more than 72 hours)
11am to 6pm

Attach a copy of Premises Use Authorization Letter or Lease

Control Plan Attestation

I affirm that there are no Temporary Salesrooms at the festival's location, date, and time. Temporary Salesrooms on a festival's premises may result in the denial of the Festival Permit.

I affirm that I have attached a Security and Control plan that has been circulated and agreed upon by all participating licensees.

Applicant's Signature: Lynette Vallejos

Date (MM/DD/YY): 7/1/26

Licensing Authority Signature:

○ Object ○ Do Not Object

Local Licensing Authority Contact Name:

Phone Number:

List of participating businesses (Attach a separate sheet if needed)

Name: EK Bar LLC (Elizabeth Kitchen + Bar)

License Number: 03-23251

License Type: Hotel and Restaurant

Person Responsible: Lynette Vallejos

Phone Number: 720.551.1417

Name:

License Number:

License Type:

Person Responsible:

Phone Number:

Name:

License Number:

License Type:

Person Responsible:

Phone Number:

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also know that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer and Wine Code and Colorado Liquor Rules which affect my license or permit.

Signature: Suzette Kelly

Title: Manager

Date (MM/DD/YY): 7/1/26

Report And Approval of Local Licensing Authority (City/County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory.

Local Licensing Authority (City or County)

Date Notice was provided to Local Licensing Authority

Signature

Title

Date (MM/DD/YY)

During this festival alcohol will only be sold by the participating alcohol beverage holders (Check all that apply)

☐ In open containers for on-premises consumption ☐ In sealed containers for off-premises consumption

Notice To Local Licensing Authority

This application for a festival permit will be granted to the above named applicant unless any of the below listed conditions apply. If any of these conditions apply please contact the state licensing authority immediately.

☐ The applicant has not provided you with at least 30 calendar days notice of the proposed festival

☐ Past festivals have had a history of violation of the Colorado Liquor Code or Colorado Liquor Rules or violations of local ordinances

☐ If granted, this permit would result in violations of the Colorado Liquor Code or Colorado Liquor Rules, or the laws of the local government

If the Local Licensing Authority objects, provide a separate page with details of the objection.

Report of State Licensing Authority

Signature

Title

Date (MM/DD/YY)

Security and Control Plan

For Alcohol Beverage Service at the Elizabeth Backyard BBQ
Prepared for: EK Bar LLC dba Elizabeth Kitchen + Bar
Date: July 21, 2026

This Security and Control Plan is provided to and agreed upon by EK Bar LLC dba Elizabeth Kitchen + Bar., the participating licensee for the Elizabeth Backyard BBQ held August 29, 2026, at Running Creek Park, 500 E Kiowa Ave, Elizabeth, CO 80107. The plan outlines the procedures and measures to ensure the safe, legal, and responsible service, storage, and management of alcohol beverages during the event.

1. Hours of Service of Alcohol Beverages

Alcohol beverages will be served only during the following designated hours:

- **Start Time:** 12:00 PM
- **End Time:** 4:00 PM
  Service will cease promptly at 4:00 PM with no exceptions, and all alcohol sales and consumption will comply with applicable local and state laws.

2. Entries and Exits

- **Controlled Access Points:** The barbeque will have two pedestrian entrances located at the Northeast corner and Southwest corner of Running Creek Park. Each entrance will be staffed by TIPS (Training for Intervention Procedures)-trained individuals who will:
  - Check identification to verify attendees are 21+ for alcohol consumption.
  - Issue wristbands to identify individuals of legal drinking age.
  - Inspect coolers, bags, strollers, and similar items for prohibited items, including outside alcohol.

- **Exit Monitoring:** TIPS-trained staff will monitor exits to prevent alcohol from being removed from the premises and to ensure the safety of departing attendees.

3. Alcohol Storage and Security

- **Setup Phase:** Alcohol will be transported to Running Creek Park by 11:00 AM on event day in a lockable trailer (or similar vehicle) and remain under the supervision of event staff. The trailer will be secured with padlocks, and only event staff will have access to the alcohol.
- **During the Barbeque:** Alcohol will be stored in locked coolers or behind a staffed bar area and dispensed only by TIPS-certified event staff. Any excess inventory will remain in the lockable trailer, inaccessible to the public, and under staff supervision.
- **Post-Barbeque:** After barbeque concludes, all remaining alcohol will be inventoried, secured in the lockable trailer, and removed from Running Creek Park no later than 6:00 PM. It will be returned to its point of origin for secure storage by EK Bar LLC dba Elizabeth Kitchen + Bar.

4. Handling Visibly Intoxicated Parties

- **Training:** All event staff dispensing alcohol and monitoring the licensed area will be TIPS-certified and trained to recognize signs of visible intoxication (e.g., slurred speech, unsteady movement, aggressive behavior).
- **Procedure:**
    - If an individual appears visibly intoxicated, service will be immediately denied.
    - Staff will notify security personnel (trained volunteers or Elizabeth Police Department members), who will escort the individual to a designated safe area away from alcohol service zones.
    - If necessary, transportation (e.g., taxi, rideshare) will be arranged, or law enforcement will be contacted if the individual poses a risk to themselves or others.
- **Documentation:** Incidents involving intoxicated individuals will be logged with details including time, description, and actions taken.

5. Preventing Underage Consumption and Purchases

- **Age Verification:**

- All individuals purchasing or consuming alcohol will present valid, government-issued photo identification at the point of sale or entry.
- Wristbands will be issued only to those 21 and older by TIPS-trained staff, and alcohol service will be restricted to individuals displaying these wristbands.

- **Staff Oversight:** TIPS-certified event staff and security (including trained volunteers and at least two members of the Elizabeth Police Department) will monitor the event to prevent alcohol from being passed on to underage persons.
- **Signage:** Clear signage will be posted at all alcohol service areas stating: "No alcohol sales or service to individuals under 21. ID required."
- **Enforcement:** Any person under 21 found attempting to purchase or consume alcohol will be escorted from the alcohol service area by security personnel, and their guardian (if applicable) or law enforcement may be notified. Vendors caught serving minors will face immediate suspension of alcohol service privileges.

6. Security Personnel

- **Staffing:** Security on site will include trained volunteers and a minimum of two members of the Elizabeth Police Department. These individuals will assist with monitoring entrances, exits, and the licensed area to ensure compliance with this plan and local regulations.

Agreement:

By signing below, EK Bar LLC dba Elizabeth Kitchen + Bar acknowledges receipt of this Security and Control Plan and agrees to comply with its terms and conditions to ensure a safe and lawful event on August 29, 2026, at Running Creek Park, 500 E Kiowa Ave, Elizabeth, CO 80107.

- Licensee Name: EK Bar LLC dba Elizabeth Kitchen + Bar
- Representative Name: Lynette Vallejos
- Title: Manager
- Signature: Lynette Vallejos Date: 7/21/26

Certification by Local Licensing Authority:

The Town of Elizabeth, as the local licensing authority, has reviewed and approved this Security and Control Plan for the Elizabeth Backyard BBQ.

- Representative Name: _____
- Title: _____
- Signature: _____ Date: _____

Note: This plan is subject to final approval by The Town of Elizabeth and may be amended as required.


TOWN OF ELIZABETH
BACKYARD BBQ
TASTING EXPERIENCE
FIRE UP YOUR APPETITE!
Join us for an afternoon of smoky flavors, hometown pride, and great food!
AUGUST 29, 2026
12:00 PM – 4:00 PM
RUNNING CREEK PARK
LIVE MUSIC
OLD-TIMEY KIDS' GAMES
FACEPAINTING
BEER & SPIRITS AREA
HWY 86
86
MAIN ENTRANCE
LEGEND
MAIN ENTRANCE
FOOD VENDORS
LIVE MUSIC / DJ
KIDS ZONE
RESTROOMS
FIRST AID
PARKING
TRASH / RECYCLING
FOOD 1
FOOD 2
FOOD 3
FOOD 4
FOOD 5
FOOD 6
FOOD 7
FOOD 8
KIDS ZONE
BAR
LIVE MUSIC / DJ
ENTRANCE
THANK YOU FOR SUPPORTING OUR COMMUNITY!
#ElizabethBBQ

9/11 Walk of Remembrance
Commemorating the 25th Anniversary of September 11, 2001

Concept Overview
Friday, September 11, 2026 | 9:00 a.m. – 5:00 p.m.
Presented by:
Running Creek Chapter, National Society Daughters of the American Revolution (NSDAR)

Purpose
The Running Creek Chapter, NSDAR, of Elizabeth, Colorado, proposes a 9/11 Walk of Remembrance in observance of the 25th Anniversary of the September 11, 2001, terrorist attacks.

Our vision is to provide the Elizabeth community with a meaningful opportunity to remember those who lost their lives, honor the courage and sacrifice of first responders, recognize the service of our military, and educate younger generations about one of the most significant days in American history.
As an organization dedicated to historic preservation, education, and patriotism, we believe this anniversary provides a unique opportunity for our community to come together in remembrance, reflection, and gratitude.

Our Vision
The Walk of Remembrance is envisioned as a quiet, self-guided experience where visitors may come and go throughout the day, walking at their own pace while reflecting on the lives lost, the heroism displayed, and the lasting impact of September 11. The focus is on personal reflection, education, and remembrance in a peaceful setting.

The experience is intended to be peaceful, respectful, educational, and family-friendly. Admission would be free, allowing residents and visitors to participate whenever it is most meaningful for them during the day.

Visitors would journey through a series of educational and commemorative displays, including:

- A Welcome sign introducing the Walk of Remembrance.
- A timeline of the events of September 11, 2001.
- Biography displays honoring victims, first responders, and everyday heroes.
- Quiet patriotic enhancements, such as American flags, garden flags, and wind chimes placed along the route.
- A Tree of Remembrance at the conclusion of the walk, where visitors may write a message of remembrance or hope on a white ribbon and tie it to the tree as a lasting tribute.

The attached concept renderings are intended to illustrate the style and educational format of the proposed displays. Final designs and content will continue to evolve as the project develops.

Why Running Creek Park
Running Creek Park is our preferred location because its overall circular layout naturally lends itself to a self-guided Walk of Remembrance. The route allows visitors to experience the displays in a thoughtful sequence, creating a continuous journey from the Welcome sign and historical timeline through the individual stories of courage and sacrifice before concluding at the Tree of Remembrance.
While Running Creek Park is our preferred location, we welcome the Town's recommendation should another public location better accommodate the event or complement other community activities.
Its open layout also provides ample space for educational displays and allows visitors to move comfortably from one exhibit to the next while maintaining the quiet, reflective atmosphere envisioned for the event.

How the Town Could Participate
The Running Creek Chapter respectfully invites the Town of Elizabeth to participate in this community observance in whatever manner the Town feels is appropriate.

Possible areas of participation include:

- Providing the use of an appropriate Town park or public space.
- Assisting with event logistics and planning.
- Promoting the event through Town communication channels.
- Enhancing the walking route with patriotic décor, such as small American flags or other appropriate decorations.
- Providing staff or volunteer assistance, if desired.
- Participating in the event at whatever level the Town feels appropriate.

We also welcome participation from the Elizabeth Police Department, Elbert County Sheriff's Office, and Elizabeth Fire Protection District. As organizations whose members continue the tradition of service and sacrifice exemplified on September 11, they are invited to participate in any manner they feel is appropriate. This could include displaying emergency vehicles or historical artifacts, enhancing the memorial with additional flags or other commemorative displays, or sharing idea, exhibits or demonstrations that would enrich the experience for our community.

The level of participation by the Town and its public safety partners is entirely at their discretion. Our hope is to work together to create a meaningful and respectful community observance that honors those we remember while reflecting the values of service, sacrifice, and unity.

Running Creek Chapter Responsibilities

Running Creek Chapter volunteers will provide:

- Event planning and coordination.
- Design and production of the educational displays.
- Event set-up and tear-down.
- Volunteer staffing throughout the event.
- The Tree of Remembrance and ribbon activity.
- Event clean-up, leaving the venue in its original condition.

Community Benefit

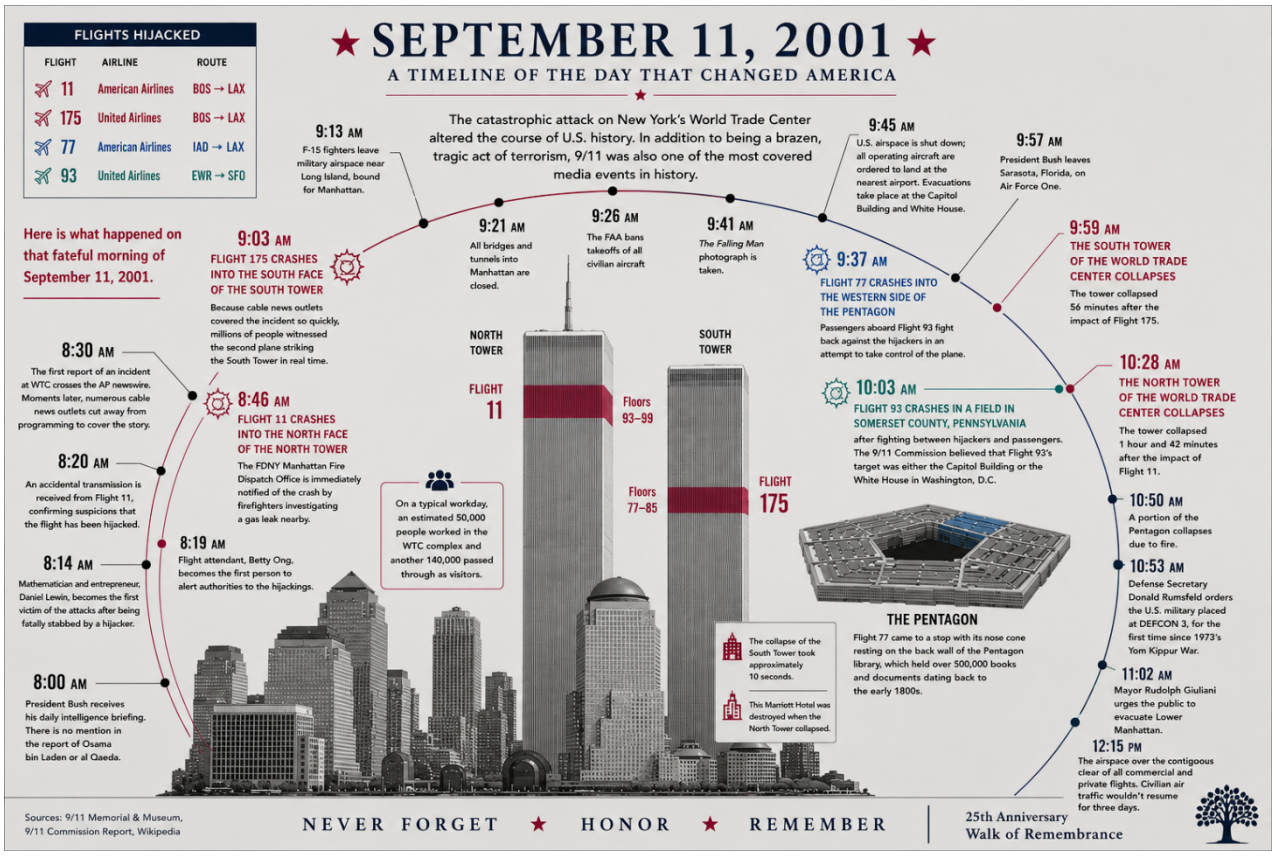
The Walk of Remembrance will provide residents with an opportunity to honor those who lost their lives, recognize the courage of first responders and everyday heroes, educate younger generations who have no personal memory of September 11, and come together in quiet reflection during this historic anniversary.

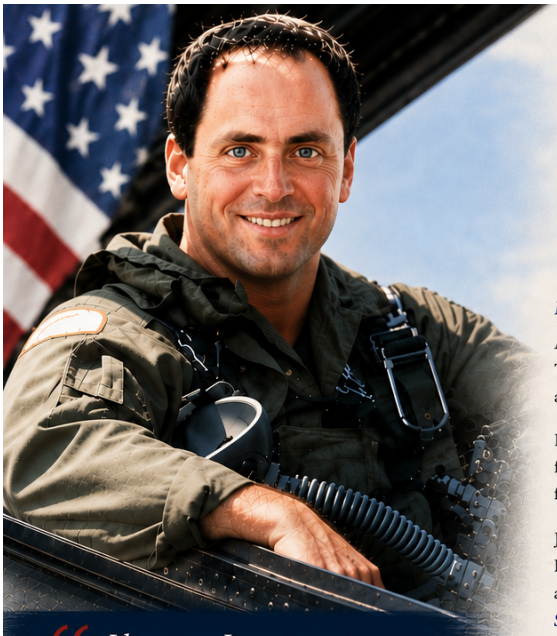
Our hope is to create a meaningful community observance that brings residents together in remembrance and reflection while honoring the enduring spirit of service, resilience, and unity that emerged from one of our nation's most difficult days.

We appreciate your consideration and welcome the opportunity to partner with the Town of Elizabeth in bringing this vision to life. Our hope is that every visitor leaves with a renewed appreciation for the lives that were lost, the heroes who answered the call, and the resilience that united our nation.

Sample educational displays attached.


★ 25th Anniversary Walk of Remembrance ★
Remembering September 11, 2001
WELCOME
Twenty-five years ago, our nation changed forever.
On September 11, 2001, 2,977 innocent people lost their lives in coordinated terrorist attacks against the United States. Thousands more were injured, and countless families, friends, and first responders were forever changed.
This Walk of Remembrance honors those who were lost, those who answered the call, and those who continue to carry their memories forward.
As you walk, you will meet some of the people behind the headlines—parents, firefighters, police officers, military personnel, office workers, and ordinary citizens whose stories represent thousands of others.
No exhibit can tell every story.
These stories stand in honor of them all.
TAKE YOUR TIME. ★ PAUSE. ★ REFLECT. ★ REMEMBER.
The walk follows the events of September 11, 2001, while also celebrating the courage, sacrifice, and resilience that followed.
NEVER FORGET ★ HONOR ★ REMEMBER
25th Anniversary Walk of Remembrance


FLIGHTS HIJACKED
FLIGHT AIRLINE ROUTE
11 American Airlines BOS → LAX
175 United Airlines BOS → LAX
77 American Airlines IAD → LAX
93 United Airlines EWR → SFO
★ SEPTEMBER 11, 2001 ★
A TIMELINE OF THE DAY THAT CHANGED AMERICA
The catastrophic attack on New York's World Trade Center altered the course of U.S. history. In addition to being a brazen, tragic act of terrorism, 9/11 was also one of the most covered media events in history.
Here is what happened on that fateful morning of September 11, 2001.
9:13 AM F-15 fighters leave military airspace near Long Island, bound for Manhattan.
9:21 AM All bridges and tunnels into Manhattan are closed.
9:26 AM The FAA bans takeoffs of all civilian aircraft
9:41 AM The Falling Man photograph is taken.
9:45 AM U.S. airspace is shut down; all operating aircraft are ordered to land at the nearest airport. Evacuations take place at the Capitol Building and White House.
9:57 AM President Bush leaves Sarasota, Florida, on Air Force One.
9:03 AM FLIGHT 175 CRASHES INTO THE SOUTH FACE OF THE SOUTH TOWER
Because cable news outlets covered the incident so quickly, millions of people witnessed the second plane striking the South Tower in real time.
9:37 AM FLIGHT 77 CRASHES INTO THE WESTERN SIDE OF THE PENTAGON
Passengers aboard Flight 93 fight back against the hijackers in an attempt to take control of the plane.
9:59 AM THE SOUTH TOWER OF THE WORLD TRADE CENTER COLLAPSES
The tower collapsed 56 minutes after the impact of Flight 175.
8:30 AM The first report of an incident at WTC crosses the AP newswire. Moments later, numerous cable news outlets cut away from programming to cover the story.
8:46 AM FLIGHT 11 CRASHES INTO THE NORTH FACE OF THE NORTH TOWER
The FDNY Manhattan Fire Dispatch Office is immediately notified of the crash by firefighters investigating a gas leak nearby.
8:20 AM An accidental transmission is received from Flight 11, confirming suspicions that the flight has been hijacked.
8:19 AM Flight attendant, Betty Ong, becomes the first person to alert authorities to the hijackings.
8:14 AM Mathematician and entrepreneur, Daniel Lewin, becomes the first victim of the attacks after being fatally stabbed by a hijacker.
8:00 AM President Bush receives his daily intelligence briefing. There is no mention in the report of Osama bin Laden or al Qaeda.
NORTH TOWER
SOUTH TOWER
FLIGHT 11
Floors 93–99
Floors 77–85
FLIGHT 175
On a typical workday, an estimated 50,000 people worked in the WTC complex and another 140,000 passed through as visitors.
10:03 AM FLIGHT 93 CRASHES IN A FIELD IN SOMERSET COUNTY, PENNSYLVANIA
after fighting between hijackers and passengers. The 9/11 Commission believed that Flight 93's target was either the Capitol Building or the White House in Washington, D.C.
THE PENTAGON
Flight 77 came to a stop with its nose cone resting on the back wall of the Pentagon library, which held over 500,000 books and documents dating back to the early 1800s.
10:28 AM THE NORTH TOWER OF THE WORLD TRADE CENTER COLLAPSES
The tower collapsed 1 hour and 42 minutes after the impact of Flight 11.
10:50 AM A portion of the Pentagon collapses due to fire.
10:53 AM Defense Secretary Donald Rumsfeld orders the U.S. military placed at DEFCON 3, for the first time since 1973's Yom Kippur War.
11:02 AM Mayor Rudolph Giuliani urges the public to evacuate Lower Manhattan.
12:15 PM The airspace over the contigoous clear of all commercial and private flights. Civilian air traffic wouldn't resume for three days.
The collapse of the South Tower took approximately 10 seconds.
This Marriott Hotel was destroyed when the North Tower collapsed.
Sources: 9/11 Memorial & Museum, 9/11 Commission Report, Wikipedia
NEVER FORGET ★ HONOR ★ REMEMBER
25th Anniversary Walk of Remembrance



★ 25th Anniversary Walk of Remembrance ★

Remembering September 11, 2001

BRIAN SWEENEY

PASSENGER, UNITED FLIGHT 175

BOSTON TO LOS ANGELES

> *"I love you. I want you to live your life. Find someone and be happy. I will see you when you get here."*
>
> — BRIAN SWEENEY
> 9:00 AM, SEPTEMBER 11, 2001

Brian Sweeney loved to fly.

A former Navy fighter pilot, he trained pilots at TOPGUN until a 1997 accident ended his service and left part of his body paralyzed.

By the time September came, he was working from home for a defense contractor most weeks, flying out to California for the fourth.

Julie was where he met his match—a bar in Philadelphia, Brian standing out in denim among a crowd dressed sharper. Tall, over six feet. ***She knew almost instantly.***

9:00 AM • SEPTEMBER 11, 2001

Three minutes before impact, Brian reached for the phone built into the seatback in front of him.

Julie was mid-lesson, teaching. The call rang through to her voicemail.

In twenty-one seconds, he left everything he needed her to know—his love, unconditional; his wish for her to keep living fully, to find happiness ahead; the same words extended to his parents. ***"A promise that they'd meet again."***

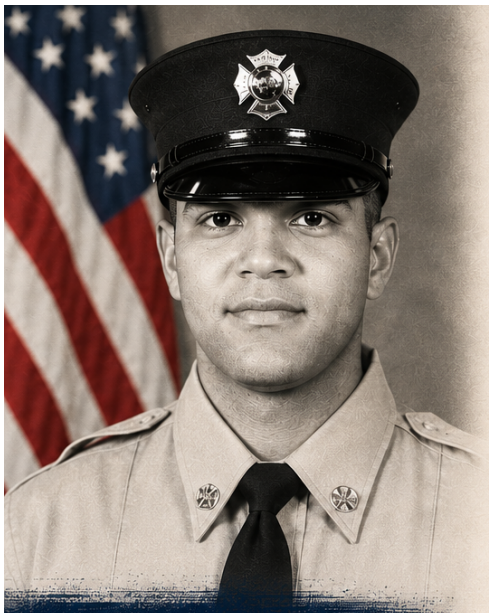
One more call followed, this one to his mother. A few words of love. Then silence.

Julie only heard what he'd said once she was back home, having already learned from his mother that his flight was among those seized that morning.

LEGACY

Julie kept the promise Brian asked of her. She eventually remarried and has often spoken of Brian with love and gratitude, choosing to honor his memory by embracing life rather than remaining trapped in grief. His final words continue to inspire people around the world with their message of love, hope, and selflessness.

NEVER FORGET ★ HONOR ★ REMEMBER | 25th Anniversary Walk of Remembrance



★ 25th Anniversary Walk of Remembrance ★

Remembering September 11, 2001

GERARD BAPTISTE

FIREFIGHTER, LADDER 9

GREAT JONES STREET, EAST VILLAGE

> *"Now we're in America."*
>
> — GERARD BAPTISTE
> BADGE 782

Gerard Baptiste was five years old when he flew from Santo Domingo to America. The plane reached cruising altitude and he told his mother, ***"Now we're in America."***

At 18, he joined the National Guard. At 27, after the Military Academy in New Jersey, he became a Second Lieutenant in the Reserve, stationed with the 69th Infantry in New York City. At 30, he graduated the Fire Academy.

He was assigned to Ladder 9, on Great Jones Street in the East Village.

He carried dog biscuits in his pockets. Every dog that passed the firehouse learned his scent and looked for him when he wasn't there. The guys at the house called him Biscuits.

In the summer of 2001, at 27, he bought a broken-down 1979 Honda CB750. Two weeks before September 11th, he brought it back to the firehouse, planning to restore it. His crew joked it would take a fortune just to get the engine running.

He never got the chance.

Ten firefighters from the Great Jones Street house died on 9/11 — Gerard Baptiste, John Tierney, and Jeffrey Walz of Ladder 9, and seven more from Engine 33.

The motorcycle stayed at the firehouse. A year later, firefighters and volunteers finished what Gerard started, restoring it in fire-engine red and white with the FDNY insignia on the tank. Firefighters call it the ***Dream Bike***.

His remains were identified three years after the towers fell. His father wrote to notify the department: a funeral mass would be held at St. Patrick's Cathedral.



LEGACY

Gerard never got to restore the motorcycle he had dreamed about rebuilding. One year later, members of Ladder 9 and volunteers completed the restoration in his honor, painting it fire-engine red and white with the FDNY insignia. Today it is known as the ***Dream Bike***, a tribute to the firefighter everyone knew as ***"Biscuits."***

NEVER FORGET ★ HONOR ★ REMEMBER | 25th Anniversary Walk of Remembrance

TO: Honorable Mayor Ternus, Members of the Board of Trustees
FROM: Alexandra Cramer, AICP, Community Development Director
DATED: July 28, 2026
SUBJECT: Building Permit Fees and Valuation – Board Discussion Item

PURPOSE

At the Board's request, this item is on the agenda for discussion of building permit fees and how project valuation is determined. No action is requested. Tom Pitchford, the Town's contracted Chief Building Official through SAFEbuilt, will be at the meeting to walk the Board through the process and answer any questions.

BACKGROUND

The Town's building permit fees are set by Resolution 22R55, adopted December 13, 2022, which established a valuation-based fee schedule (Exhibit A) along with a flat "single stop" fee schedule for common minor permits such as furnaces, water heaters, re-roofs, siding, window replacement, and fences over six feet in height. Under the valuation schedule, the base permit fee increases in steps as project valuation increases — beginning at $56.00 for projects valued up to $500.00 and reaching $13,325.00 for the first $1,000,000.00, plus $7.50 for each additional $1,000.00 thereafter.

The Town's agreement with SAFEbuilt Colorado, LLC for plan review, inspection, and building official services was approved by Resolution 22R56, also adopted December 13, 2022. Under that agreement, SAFEbuilt provides the Town's building official and administrative services, plan review, and building, electrical, plumbing, and mechanical inspections. Building official and administrative services, disaster and emergency response services, and the Community Core Solutions permit software are provided at no cost to the Town under the agreement's fee schedule.

Permit fees are based on the valuation of the project — the value of the improvement to the property, generally the cost of materials plus labor. Valuation is typically provided by the contractor and accepted by the Building Department unless it appears significantly out of line, in which case staff may request a copy of the contract to confirm the reported value. A valuation calculator is also available to help confirm reported figures.

PURPOSE OF PERMIT FEES

Permit fees recover the cost of the service the Town provides when it reviews and inspects construction. Plan review confirms a proposed structure meets the adopted building, electrical, plumbing, and mechanical codes, and inspection confirms that what gets built matches what was

approved. Both require licensed, certified professionals, currently provided through the SAFEbuilt agreement. The purpose is life safety — the codes address structural loads, fire separation, egress, and electrical safety, where a property owner generally has no practical way to verify the work themselves. Permitting also creates a record of what was built and approved, which matters to future owners, appraisers, and insurers.

Charging the applicant places the cost on the party receiving the service; if fees were reduced, that cost would shift to the General Fund and be borne by residents who are not building anything. Scaling fees to valuation follows the same logic, since larger projects consume more review and inspection time. One distinction worth noting: the permit and plan review fees are regulatory fees covering the cost of service, while the 3% Town and 1% County use taxes are taxes on construction materials directed to general revenue. A building permit invoice itemizes all fees and is provided to the applicant.

DISCUSSION

The total amount an applicant pays for a permit is built from four components. First, the base building permit fee is determined by applying the project valuation to the Exhibit A schedule adopted in Resolution 22R55. Second, a plan review fee is calculated at 65% of that base permit fee. Third and fourth, a 3% Town Use Tax and a 1% Elbert County Use Tax are applied to the material portion of the project only, not to labor, with materials assumed to represent 50% of total valuation.

SAFEbuilt's compensation under Resolution 22R56 is a separate but related calculation, and the distinction is worth noting because the two are sometimes conflated. SAFEbuilt receives 53.5% of the Plan Check Fee for plan review work and 53.5% of the Permit Fee for inspection work. Because the Plan Check Fee itself is 65% of the base permit fee, SAFEbuilt's plan review compensation equates to roughly 34.8% of the base permit fee rather than 53.5% of it. The difference between what an applicant pays and what SAFEbuilt is paid for is retained by the Town to support the administration of the building permit process.

Not every structure requires a permit. A permit is typically required for any structure exceeding 120 square feet, any structure attached to the main building, or any structure involving electrical, plumbing, or mechanical systems, regardless of size. Under 2018 IBC Section 105.2, one-story detached accessory structures used as tool and storage sheds, playhouses, and similar uses are exempt from permitting if their floor area is not greater than 120 square feet. Separately, a number of common improvements are covered by the flat single stop fees adopted in Resolution 22R55 rather than by the valuation schedule, which simplifies the process for smaller residential projects.

Two examples illustrate how the valuation-based calculation works in practice. A 480-square-foot detached garage with a contractor-provided valuation of $16,128 — approximately $33.60 per square foot — produces a base permit fee of $662.75, a plan review fee of $430.79, and combined Town and County use taxes of $322.56, for a total of $1,416.10. A 160-square-foot prefabricated shed, with a purchase price of $3,899 plus $400 for roofing, rails, and delivery and

$1,200 in labor for a total valuation of $5,499, produces a base permit fee of $297.00, a plan review fee of $193.05, and combined use taxes of $109.98, for a total of $600.04.

To help the Board and the public better understand this process, Tom Pitchford of SAFEbuilt, the Town's contracted Chief Building Official, will attend the meeting to walk through how permit fees and valuations are calculated and to answer any questions the Board may have.

STAFF RECOMMENDATION

None. This is an informational discussion item; staff and SAFEbuilt are available to provide additional details at the Board's direction.

ATTACHMENTS

1. Building Permit Fees and Valuation Information — Town of Elizabeth Community Development Department
2. Resolution 22R55 — Building Permit and Plan Review Fees
3. Resolution 22R56 — SAFEbuilt Agreement

Building Permit Fees and Valuation Information July 28, 2026

When is a building permit required?

- A building permit is typically required for any structure exceeding 120 square feet, attaches to main structure and/or if electrical, plumbing, or mechanical systems are involved, regardless of size.

2018 IBC 105.2 Work Exempt from Permit

1. One-story detached accessory structures used a tool and storage sheds, playhouses and similar uses, provided that the floor area is not greater than 120 square feet.

How is valuation on a permit determined?

- Valuation is provided by the contractor. Unless it is way off, it is accepted and used in calculating the permit fees. Permit fees can also be confirmed with the valuation calculator.
- Valuation is the price of the materials plus labor.
- Valuation is the value of improvement to your property.
- Building Department may ask for copy of contract to confirm valuation of job.

Building permit and plan review fees were adopted by Resolution 22R55 (attached)

- Plan review fees are calculated based on the valuation and are 65% of the building permit fee.
- All permits are subject to a 3% Town Use Tax and 1% County Use Tax. Use tax is calculated on materials not labor (50% of valuation).

SAFEbuilt Agreement approved via Resolution 22R56

Plan Review Services: Residential and Commercial	53.5% of TOE Plan Check Fee
Inspection Services: All	53.5% of TOE Permit Fee

Jurisdiction Owned Project Fees 50% of calculated fees based on valuation

Examples
Detached Garage 480 sq.ft; Valuation provided $16,128; Permit fees $1,416.10
Detached Garage is calculated at cost/sq ft of $33.60.
Detached Garage Fee = Plan Review, Building Permit, TOE use tax, Elbert County use tax

Heartland Lancaster 16’x10’ shed is 160 sq.ft; Lowes Purchase price $3,899
Roofing, 4x4 rails, delivery $400; Labor $1,200; Estimated Total $5,499; Permit $600.04

RESOLUTION 22R55

A RESOLUTION ESTABLISHING UPDATED BUILDING PERMIT FEES

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

Section 1. Building permit and plan review fees for building permits for construction and single-stop fees pursuant to the International Building Code as adopted by the Town in Chapter 18 of the Elizabeth Municipal Code shall be as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

PASSED, APPROVED, and ADOPTED this 13 day of December, 2022, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of 5 for and 0 against.

Nick Snively, Mayor

ATTEST

Michelle M. Oeser, Town Clerk

TOWN OF ELIZABETH INCORPORATED SEAL SEPTEMBER 24 1890 ELBERT COUNTY COLORADO

EXHIBIT A

BUILDING PERMIT AND PLAN REVIEW FEES – FEE SCHEDULE

Total Valuation:	**Fee:**
$1.00 to $500.00	$56.00
More than $500.00, but not more than $2,000.00	$56.00 for the first $500.00, plus $7.25 for each additional $100.00 or fraction thereof, up to and including $2,000.00.
More than $2,000.00, but not more than $25,000.00	$164.00 for the first $2,000.00, plus $33.25 for each additional $1,000.00 or fraction thereof, up to and including $25,000.00.
More than $25,000.00, but not more than $50,000.00	$930.00 for the first $25,000.00, plus $$24.00 for each additional $1,000.00 or fraction thereof, up to and including $50,000.00.
More than $50,000.00, but not than $100,000.00	$1,530.00 for the first $50,000.00, plus $16.50 for each additional $1,000.00 or fraction thereof, up to and including $100,000.00.
More than $100,000.00, but not more than $500,000.00	$2,361.00 for the first $100,000.00, plus $13.75 for each additional $1,000.00 or faction thereof, up to and including $500,000.00.
More than $500,000.00, but not more than $1,000,000.00	$7,684.00 for the first $500,000.00, plus $11.25 for each additional $1,000.00 or faction thereof, up to and including $1,000,000.00.
More than $1,000,000.00	$13,325.00 for the first $1,000,000.00, plus $7.50 for each additional $1,000.00 or faction thereof.

Single Stop Fee Schedule:

Furnace	$250.00
Air Conditioner	$250.00
Roof Re-Roof	$250.00
Water Heater	$200.00
Sprinkler System	$150.00
Siding	$250.00
Window Replacement	$250.00
Demolition	$500.00
Fence over 6 feet in height	$150.00
Sign over $2,000 value	$50.00
Billboard	$200.00
Electronic Message Center	$200.00

RESOLUTION 22R56

A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN TOWN OF ELIZABETH, COLORADO AND SAFEbuilt COLORADO, LLC

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 SAFEbuilt Colorado, LLC, attached hereto is hereby approved by the Board of Trustees of the Town of Elizabeth, and the Mayor is authorized to execute same on behalf of the Town.

PASSED, APPROVED, and ADOPTED this 13 day of December 2022, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of 5 for and 0 against.

Nick Snively, Mayor

Michelle M. Oeser, Town Clerk

TOWN OF ELIZABETH INCORPORATED SEAL SEPTEMBER 24 1890 ELBERT COUNTY COLORADO

PROFESSIONAL SERVICES AGREEMENT
BETWEEN TOWN OF ELIZABETH, COLORADO
AND SAFEbuilt COLORADO, LLC

This Professional Services Agreement ("Agreement") is made and entered into by and between Town of Elizabeth, Colorado, ("Municipality") and SAFEbuilt Colorado, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES
   Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality, state laws and regulations. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

   Consultant will continue to provide Community Core Solutions hardware and software package at no cost to Municipality.

2. CHANGES TO SCOPE OF SERVICES
   Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE
   In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services. Fee Schedule shall be effective the 1st (first) day of the month following full execution of Agreement.

4. INVOICE & PAYMENT STRUCTURE
   Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM
This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION
Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. TABOR
It is understood and acknowledged that Municipality is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of Municipality are expressly dependent and conditioned upon the continuing availability of funds beyond the term of Municipality's current fiscal period ending upon the next succeeding December 31.

8. FISCAL NON-APPROPRIATION CLAUSE
Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

9. MUNICIPALITY OBLIGATIONS
Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

10. PERFORMANCE STANDARDS
Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

11. INDEPENDENT CONTRACTOR
Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries,

wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

12. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

13. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

14. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

15. INSURANCE

A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars ($1,000,000) bodily injury each accident, one million dollars ($1,000,000) bodily injury by disease – policy limit, and one million dollars ($1,000,000) bodily injury by disease – each employee.

C. Commercial general liability insurance with minimum combined single limits of one million dollars ($1,000,000) each occurrence and two million dollars ($2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.

D. Professional liability insurance with minimum limits of one million dollars ($1,000,000) each claim and two million dollars ($2,000,000) general aggregate.

E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than $1,000,000 combined single limit each accident.

F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

16. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

17. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

18. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

19. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

20. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

21. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market.

If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Patrick Davidson, Town Administrator Town of Elizabeth PO Box 159 Elizabeth, CO 80107 Email: pdavidson@townofelizabeth.org	Joe DeRosa, CRO SAFEbuilt, LLC 444 N. Cleveland, Suite 444 Loveland, CO 80537 Email: jderosa@safebuilt.com

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Colorado, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

30. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

31. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

32. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

33. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Gary Amato, CAO
SAFEbuilt Colorado, LLC

December 19, 2022
Date

Signature
Town of Elizabeth, Colorado

Dec. 13, 22
Date

Mayor
Name and Title
Town of Elizabeth, Colorado

(Balance of page left intentionally blank)

EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Building Official and Administrative Services

- ✓ Be a resource for Consultant team members, Municipal staff, and applicants
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- ✓ Provide Building Code interpretations for final approval
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Provide training for our inspectors on Municipality adopted codes and local amendments as needed
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- ✓ Responsible for client and applicant satisfaction
- ✓ Issue stop-work notices for non-conforming activities related to provided services – as needed

Building, Electrical, Plumbing, Mechanical Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliance inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy or provide an electronic version of the inspection results and discuss inspection results with site personnel

Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

Planning & Zoning Consultation Services

Consultant shall provide planning and zoning consultation on an as-needed basis. Services may include:

- ✓ Review of Building Permits for Zoning Code compliance
- ✓ Review of zoning applications and site plans
- ✓ Preparation of staff reports and recommendations to planning commission and elected officials
- ✓ Training programs for Planning Commission and Appeals Board
- ✓ Preparation of zoning code amendments
- ✓ Updates to the zoning code and other land development regulations
- ✓ Preparation of new master plan
- ✓ Preparation of special studies (subarea plans, corridor studies, etc.)

Emergency Response Services

In cases of natural disaster, Consultant will provide emergency disaster response including:

- ✓ Rapid assessment of the structural integrity of damaged buildings using appropriate forms
- ✓ Determine whether structures are safe for use or if entry should be restricted or prohibited
- ✓ Post the structure with the appropriate placard
- ✓ Coordinate any disaster or emergency response with the appropriate local, state or federal agency(s)
- ✓ Track all hours and expenses for reimbursement from federal agencies when appropriate
- ✓ Survey construction sites for control of debris hazards
- ✓ Coordinate emergency permitting procedures

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. COMMUNITY CORE SOLUTIONS
   - ✓ Consultant will continue to provide Community Core Solutions hardware and software package at no cost to Municipality

3. TIME OF PERFORMANCE
   - ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
   - ✓ Consultant representative(s) will be available by phone and email

Deliverables			
INSPECTION SERVICES	Inspections requested before 4:00 p.m. completed the following business day		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	Project Type:	First Comments	Second Comments
	✓ Single-family within	5 business days	5 business days or less
	✓ Multi-family within	10 business days	5 business days or less
	✓ Small commercial within (under $2M in valuation)	10 business days	5 business days or less
	✓ Large commercial within	20 business days	10 business days or less

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE
   - ✓ Municipality and Consultant will review the Municipal Fee Schedule and valuation tables annually to discuss making adjustments to reflect increases in the costs incurred by Consultant to provide Services.
   - ✓ Beginning January 01, 2024 and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
   - ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows and shall be effective the 1st (first) day of the month following full execution of Agreement.

Service Fee Schedule:	
Building Department Fees:	
Plan Review Services Residential and Commercial	53.5% of Municipal Plan Check Fee as established by ordinance or resolution
Structural Engineering Plan Review	$150.00 per hour – one (1) hour minimum
Inspection Services • Building, Mechanical, Plumbing, Electrical • Residential and Commercial	53.5% of Municipal Permit Fee as established by ordinance or resolution
Re-Inspection Fee	53.5% of Municipal Fee
After Hours/Emergency Inspection Services	$125.00 per hour – two (2) hour minimum
Building Official and Administrative Services	No cost to Municipality
Disaster & Emergency Response Services	No cost to Municipality
Community Core Solutions (permit software)	No cost to Municipality
Planning & Zoning Fees:	
Planning Director	$195.00 per hour – one (1) hour minimum
Planning Manager	$145.00 per hour – one (1) hour minimum
Principal Planner	$125.00 per hour – one (1) hour minimum
Senior Planner	$115.00 per hour – one (1) hour minimum
Planner III	$100.00 per hour – one (1) hour minimum
Planner II	$85.00 per hour – one (1) hour minimum
Planner I	$75.00 per hour – one (1) hour minimum
Planning Technician / Associated Planner	$65.00 per hour – one (1) hour minimum
Business License and Contractor Registration Module Fees:	
Business License Module/Software Services	$3.00 per license issued
Contractor Registration Module/Software Services	$3.00 per license issued
Module Training	$100.00 per hour – thirty (30) minute minimum
Module Change Requests • Consultant will evaluate all change requests • Only Consultant approved changes will be implemented	$200.00 per hour – one (1) hour minimum
Other Fees:	
Jurisdiction Owned Project Fees	50% of calculated fees based on project valuation
Testimony & Investigation Fees	$100.00 per hour – one (1) hour minimum
Hourly inspection time tracked will start when Consultant checks in at Municipality or first inspection site. Time tracked will end when the inspector completes the last scheduled inspection or leaves Municipal office. Time tracked will include travel time between inspection sites and all administrative work related to inspection support.	

MEMORANDUM

To: Mayor and Board of Trustees

From: Chris Lowe, Interim Town Administrator

Cc: Mike DeVol, Public Works Director

Date: May 26, 2026

Re: Pine Ridge Metropolitan District Wastewater Agreement

The Intergovernmental Agreement on your agenda is with Pine Ridge Metropolitan District, located in the County. This agreement is to service wastewater from a residential development designed for up to 186 homes. As previously noted, and included in additional information provided by both the developer and our Water/Wastewater staff, the plant currently operates below capacity, and this buildout will increase the amount of treatment in the plant by about 7%. This would basically take the operating capacity from its current 42% to 49%. Please see the Public Works Director memo included in your packet for additional discussion of the technical merits and advantages to our utility by the addition of this development to our system.

Unanticipated concerns raised at the May 12 meeting regarding Elizabeth Municipal Code Sec. 13-3-140 (d) that provides for a different cost structure for sewer tap fees outside of the Town's corporate limits, forestalled our discussion of the merits of this agreement. Further research was conducted to address the advisability of this agreement. This agreement has been in discussion since last summer through the fall of 2025. Research revealed that the former Town Administrator sent an email in early October 2025, indicating that the Board was "agreeable to the terms set forth below" and referenced those terms as the sewer tap and renewable water tap fees currently paid at the in-town rates. Because of this language, it was assumed that the Board had been fully apprised of the underlying reasons for this agreement and its benefits to the Town's utility. Apparently, that did not occur, so the following analysis should provide some context for the previous staff recommendation and why staff continues to recommend this agreement as a significant benefit to the Town.

For perspective, it should be noted that the gross revenues for our Water/Wastewater Utility (Fund 52) are approximately $2 million per year. This number varies by annual consumption obviously, but this number gives us a good baseline for comparison of revenue that this deal would bring in for the Town's benefit. Roughly speaking, sewer revenues make up about half of the utilities revenues. In calculating revenue derived from this agreement, at the current sewer tap fee in effect ($14,064.67 per connection) and the current renewable water fee ($7,446.00 per connection), at full buildout of 186

homes, fees paid would be $4,000,984. Obviously, those 186 homes would not be constructed at those current rates as our tap fees are adjusted biannually to account for inflation. Realistically, over the next few years as that development is built out, those actual revenues will be between $4 and $6 million.

It should be noted that the doubling of the out-of-town rates is in the Elizabeth municipal code for sewer tap fees but not included in the renewable water tap fee portion of the Code. Thus, if this agreement applied the current Elizabeth Municipal Code Sec. 13-3-140 (d) to this fee and the additional $14,064 was doubled on the sewer connection fee, the revenue generated from this application would be $2.6 million. So, one might ask what the Town is receiving if the Board exercises its discretion in approving the agreement as presented with “in-town” fees in exchange for foregoing receipt of this additional $2.6 million. A brief discussion of the purpose of impact fees and the benefit to the Town’s utility may prove helpful.

Utility impact fees are a key tool for funding the infrastructure growth that comes with new development, ensuring that costs are borne by those who benefit. They are legally constrained to be fair, proportional, and directly tied to the services funded, and they play a vital role in maintaining reliable utility services as communities expand. The following points are important to understand the potential advisability of this agreement. The close proximity to the Town's existing wastewater system, means that the Town is not responsible for extending its infrastructure to the connection point of this new development. The District is paying 100% of all infrastructure necessary for the Town to serve the property. This includes the extension of the existing mainline, the lift station and all service lines to the lots. The District will be responsible for the long-term maintenance of all lines and the lift station. Unlike in developments within Town limits, the Town has no maintenance responsibility at all for the collection system.

Impact fees are imposed to ensure that municipalities are appropriately compensated for the costs associated with new development. Typically, when a residential development is connected to the wastewater system, those impact fees are intended to cover not just the costs of operating the treatment system, but also the maintenance and management of the collection system. In this proposed agreement, the Town is not responsible for those costs. Our only costs are associated with maintaining capacity in our treatment plant and the connection of our main to this new development. So, while this development is outside the Town limits, we have no responsibility for maintenance and expansion of the collection system, yet we receive the impact fee equivalent to a development that would require this expansion. In simpler terms, we get the benefit of the fee without absorbing the full cost of that expansion. Our only cost is treating the wastewater in our plant which has plenty of capacity to do so and will not cause additional infrastructure costs of expansion. Moreover, we will also charge by consumption of the increased wastewater that our plant processes.

This agreement is truly a win-win for both the Town and the Pine Ridge Metro District. It should be noted that the developer could use other means to provide wastewater treatment to this development

without any benefit to the Town. The developer could construct a plant to treat just these 186 homes at its own cost without using the Town's infrastructure. Now, other options for the developer have their own disadvantages in terms of timing and cost, which is why this agreement benefits both parties with the current terms. This agreement allows the developer and the Town to avoid duplication of wastewater public services in an area that abuts the Town's corporate limits and to partner together to provide benefit to the members of the development and to all Town residents by maximizing the profitability of our utility. In this agreement, the Town is receiving the benefit of significant impact fees without having to increase its capital outlay to realize those additional revenues.

Staff Recommendation:

Staff recommends approval of the IGA with Pine Ridge Metropolitan District.

To: Mayor and Board of Trustees

From: Mike Devol Public Works Director

Cc: Chris Lowe, Interim Town Administrator

Date: May 26, 2026

Re: Pine Ridge Metropolitan District Wastewater Agreement

The intergovernmental agreement that is presented has been recently reviewed by Public Works and I would like to expand on some earlier discussions concerning this agreement. Public Works (PW) would like to share the calculations we use for determining the amount of flow when a project is presented to us:

One single family home/equivalent (SFE) in Elizabeth averages between 2,400 – 4,000 gallons of usage per month in non-irrigated winter months. Using that average PW uses 130 gallons per day (GPD) as an average for our daily calculations for planning numbers. 130 GPD X 186 SFE = 24,180 GPD or .024 million gallons per day (mgd). The Wastewater Plant currently operates at 181,000 GPD or .18 mgd plus the addition of .024 would bring plant capacity to 205,180 GPD or .21 mgd. Plant current permitted capacity is 500,000 GPD or .50 mgd, this would bring the plant capacity rounding up for planning to 42 percent of permitted treatment. Bear in mind that the Town must show intent to expand capacity once flows reach 85 percent of capacity or 425,000 GPD. We use the same calculations for all proposed projects for our 2, 5, 10, 15 years projected planning for any areas that are currently annexed or possible annexations whether they are directly adjacent to town or flag poled within town. These calculations have been completed for Gold Creek Commons and Abraham properties for projected wastewater treatment flows.

The addition of wastewater flow from Pine Ridge Metro District will be specifically for treatment of their raw wastewater. The Town will not be supplying potable water for their project. The Pine Ridge system will tie-in to the town's already existing sanitary sewer mainline that public works currently maintains. The addition of a Mag Meter at the tie-in point will be paid for by the developer and then maintained by the town. The town will use the data collected from the mag meter for accurate billing of treated wastewater flows from Pine Ridge Metro District. This data will also be collected and recorded in our Supervisory Control and Data Acquisition (SCADA) system used for monitoring and projecting daily, weekly, monthly and yearly flows for reporting to the Colorado Department of Health and Environment (CDPHE). Typically, when a developer pays impact fees, those fees are intended to assist the utility in

scaling its operations for the additional customers added by the development. In addition, these fees are intended to also compensate the utility for the maintenance of water and sewer transmission lines, wells, lift stations and employees related to operations of these individual items. As this project is contemplated, the Town's utility is not responsible for any maintenance costs of the system other than the infrastructure, like the mainline that is already maintained. The only additional maintenance in this agreement is for the Town to maintain the Mag Meter. Essentially, a portion of the fees realized by the Town's utility in this agreement represent revenue intended to compensate for maintenance without the actual maintenance cost to the Town.

In addition, the Pine Ridge Metro agreement will be adding additional funds for the already existing town maintained sanitary sewer main, the existing upgraded Gold Lift Station (2023), and start of the needed Water Reclamation and Re-Use Plant Upgrade. The renewable resource fees will allow the town to complete engineering and permitting of a re-use water plant for the watering of High School and Jr High School sports fields that are presently using potable water that are adjacent to the wastewater plant. Public Works believe that the Pine Ridge Metro Agreement would benefit the Town financially without the usual addition of added infrastructure costs and maintenance.

Staff Recommendation:

Public Works Approves of the Intergovernmental Agreement (IGA) with Pine Ridge Metropolitan District.

Thank you,

Mike Devol
Public Works Director
Town of Elizabeth, Colorado

RESOLUTION 26R21

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT FOR WASTEWATER SERVICE BETWEEN THE TOWN OF ELIZABETH AND THE PINE RIDGE METROPOLITAN DISTRICT

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

Section 1. The Intergovernmental Agreement for Wastewater Service between the Town of Elizabeth and the Pine Ridge Metropolitan District, attached hereto as **Exhibit A**, is hereby approved, and the Mayor is authorized to execute the same on behalf of the Town.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2026, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

_____
Angela Ternus, Mayor

ATTEST

_____
Michelle M. Oeser, Town Clerk

INTERGOVERNMENTAL AGREEMENT FOR WASTEWATER SERVICE

THIS INTERGOVERNMENTAL AGREEMENT FOR WASTEWATER SERVICE (the "Agreement") is made and entered into this ___ day of _____, 2026, by and between the Town of Elizabeth, a municipal corporation (the "Town"), and Pine Ridge Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District") (each a "Party" and collectively the "Parties").

WHEREAS, pursuant to C.R.S. § 29-1-203(1), the Town and the District, each political subdivisions of the State of Colorado, may cooperate with one another to provide any function, service or facility lawfully authorized to each, including the sharing of costs;

WHEREAS, the District is organized to provide sanitation services to the currently undeveloped real property more particularly described in **Exhibit A,** attached hereto and incorporated herein (the "Property");

WHEREAS, the District is located outside the corporate limits of the Town;

WHEREAS, the District desires to send, and the Town desires to receive, effluent wastewater service (the "Wastewater Service") from a residential development within the District, not to exceed one hundred eighty-six (186) single family homes (the "Development"), which will require the construction and installation of certain wastewater mains, lines, lift stations and related infrastructure and facilities, which are more particularly described in **Exhibit B**, attached hereto and incorporated herein (the "Improvements");

WHEREAS, the Improvements identify one lift station with a contingency for a second lift station and, regardless of the number of lift stations required for the Development, such construction of the necessary number of lift stations shall be the responsibility of the District;

WHEREAS, the Town's wastewater system has sufficient capacity to provide the Wastewater Service to support the Development; and

WHEREAS, the Parties desire to memorialize the terms and conditions of extension of the Wastewater Service to the Property.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. PURPOSE

This Agreement sets forth the terms and conditions under which the Property shall connect to the Town's wastewater system. All provisions of this Agreement are in addition to, and not in lieu of, any requirements of the Code and other applicable law, including without limitation C.R.S. § 31-35-701, *et seq*.

II. TERM

This Agreement shall commence on the Effective Date and continue in perpetuity, or until terminated by mutual agreement of the parties.

III. CONSTRUCTION OF WASTEWATER FACILITIES

A. *General.* The District shall, at its own expense, design, construct and install all Improvements necessary for the Property in accordance with plans approved by the Town (the "Plans"), as well as all applicable Colorado Department of Public Health and Environment and Town standards and specifications (the "Standards"). The District shall furnish, at its own expense, all necessary engineering, consulting and construction services relating to the design and construction of the Improvements. These services shall be performed by or as applicable under the supervision and construction management of a professional engineer licensed in the State of Colorado.

B. *Phasing of the Improvements.* The approved plans for the Improvements are included in the final plat for the Development approved by the County. The construction of the Improvements will be phased to support the phasing of the Development as it progresses. The Improvements to be constructed for each phase of the Development shall be determined by the Town prior to the issuance by Town of a permit for construction of the Improvements for that phase (the "Phase Improvements") and as set forth in a Phase Improvements Agreement for the Phase Improvements in substantially the form attached hereto as Exhibit C and incorporated herein by this reference (the "Phase Improvements Agreement").

C. *Testing and Inspection*. The District shall employ, at its own expense, a licensed testing company to perform all testing of materials or construction reasonably required by the Town. The District shall furnish copies of test results to the Town on a timely basis. At all times during construction, the Town shall have access to inspect materials and work, and all materials and work not conforming to the Plans or Standards shall be repaired or removed and replaced at the District's expense.

C. *Rights-of-way and Easements*. Prior to construction of any Phase Improvements that require additional rights-of-way or easements, the District shall acquire, at its own expense, all such rights-of-way and easements for such Phase Improvements. Any easements or rights-of-way conveyed to the Town shall be free and clear of liens, taxes and encumbrances and shall be conveyed on documents in a form acceptable to the Town.

D. *Permits*. The District shall, at its own cost, obtain all necessary permits to construct and install each of the Phase Improvements, including without limitation the following:

i. Any permits required by the United States Corps of Engineers;

ii. Colorado Department of Health and Environment General Permit for Stormwater Discharges Associated with Construction Activity;

iii. Grading, stormwater quality and right-of-way permits;

iv. Air quality permit; and

v. Any other permits required to complete the Improvements.

E. *As-Built Drawings*. Upon completion of construction of the Phase Improvements, the District shall provide the Town with complete "as-built" drawings in the form required by the Standards for such Phase Improvements.

F. *Applicable Law*. The District shall at all times comply with all applicable law, including all federal, state and local statutes, regulations, ordinances, decrees and rules relating to the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land, the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material, and the protection of human health and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

H. *Accessibility*. The District shall comply with the accessibility standards for an individual with a disability adopted by the State Office of Information Technology pursuant to C.R.S. § 24-85-103, and shall to the extent permitted by law indemnify, hold harmless and assume liability on behalf of the Town and its officers, employees, agents and attorneys for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to the District's noncompliance with such accessibility standards.

IV. IMPROVEMENTS GUARANTEE

A. *Amount and Form.* The costs listed in **Exhibit B** are the current estimates of the total costs of the Improvements. To secure the construction and installation of the Phase Improvements, the District shall provide the security required under each Phase Improvements Agreement in an amount equal to 110% of the costs for the Phase Improvements that are the subject of such Phase Improvements Agreement using the current estimates on **Exhibit B** for such Phase Improvements (the "Financial Guarantee"). If the costs listed in **Exhibit B** increase or additional Improvements are required, the Town may require the amount of the Financial Guarantee that is the subject of the Phase Improvements Agreement to increase accordingly. The Financial Guarantee may be reduced in accordance with the terms of the Phase Improvements Agreement.

B. *Timing*. The District shall not commence construction, including without limitation staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, on any Phase Improvements until the Town has approved the Financial Guarantee as required under the Phase Improvements Agreement for such Phase Improvements.

C. *Draw by the District*. Prior to Initial Acceptance, if the District has posted cash as a Financial Guarantee under the Phase Improvements Agreement, the District may draw, no more frequently

than monthly, on the cash for payment of costs incurred in the construction of the Phase Improvements, pursuant to the terms of the Phase Improvements Agreement. The amount of the Financial Guarantee shall not be reduced below 10% of the actual cost of construction and installation of the Phase Improvements to assure that amount is available to fund the Financial Guarantee during the Warranty Period

D. *Draw by the Town.* If any Phase Improvements are not satisfactorily completed within the periods of time specified in the Phase Improvements Agreement for such Phase Improvements, the Town may draw on the Financial Guarantee to complete those Phase Improvements. If the Financial Guarantee is to expire within 14 days and the District has not yet provided a satisfactory replacement, or completed the Phase Improvements, the Town may draw on the Financial Guarantee for those Phase Improvements and either hold such funds as security for performance under the Phase Improvements Agreement for such Phase Improvements or spend such funds to finish the Phase Improvements or correct problems with such Phase Improvements as the Town deems appropriate. If the Town has drawn on the Financial Guarantee, and a satisfactory replacement guarantee is provided or the subject Phase Improvements have been completed, then the Town will release any funds received as a result of its draw within a reasonable period of time, or within 10 days of a request by the District.

E. *Reduction.* Upon Initial Acceptance of any Phase Improvements, the Financial Guarantee posted pursuant to the Phase Improvements Agreement for such Phase Improvements shall be reduced to the amount of 10% of the total actual cost of construction and installation of such Phase Improvements. The reduced Financial Guarantee shall be held by the Town during the Warranty Period.

V. ACCEPTANCE OF IMPROVEMENTS AND WARRANTY

A. *Initial Acceptance*. No later than 10 days after any Phase Improvements are substantially complete, the District shall request an inspection by the Town of such Phase Improvements. If the District does not request this inspection, the Town may conduct the inspection without the District's approval.

i. If the Phase Improvements are satisfactory, the Town shall grant Initial Acceptance.

ii. If the Phase Improvements are not satisfactory, the Town shall provide written notice to the District of the repairs, replacements, construction or other work required to receive Initial Acceptance of the Phase Improvements. The District shall complete all needed repairs, replacements, construction or other work within 30 days of said notice. After the District completes the repairs, replacements, construction or other work required, the District shall request of the Town a re-inspection of such work to determine if Initial Acceptance can be granted, and the Town shall provide written notice to the District of the acceptability or unacceptability of such work prior to proceeding to complete any such work at the District's expense. If the District does not complete the repairs, replacements, or other work required within 30 days, the District shall be in breach of this Agreement. The costs of re-inspection shall be borne by the District.

B. *Final Acceptance*. At least 30 days before 2 years has elapsed from the issuance of Initial Acceptance of any Phase Improvements, or as soon thereafter as weather permits, the

District shall request an inspection by the Town of such Phase Improvements. If the District does not request this inspection, the Town may conduct the inspection without the District's approval.

i. If the Phase Improvements are satisfactory, the Town shall grant Final Acceptance of such Phase Improvements.

ii. If the Phase Improvements are not satisfactory, the Town shall provide written notice to the District of the work required to receive Final Acceptance. After the District completes such work, the District shall request a re-inspection, and the Town shall provide written notice to the District of the acceptability or unacceptability of such work. If the District does not complete the required work in an acceptable manner within 30 days, the District shall be in breach of this Agreement.

C. *Warranty*. For each Phase Improvements to be dedicated to the Town, the District shall provide the Town with a 2-year warranty, commencing on the date of Initial Acceptance of the Phase Improvements (the "Warranty Period"). Specifically, but not by way of limitation, the District shall warrant that: the title is marketable and its transfer rightful; the Phase Improvements are free from any security interest or other lien or encumbrance; and the Phase Improvements are free of defects in materials or workmanship. During the Warranty Period, the District shall, at its own expense, take all actions necessary to maintain the Phase Improvements and make all necessary repairs or replacements.

VI. MAINTENANCE

A. *Improvements*. Unless dedicated to and accepted in writing by the Town for maintenance, all Improvements shall be maintained by the District. Acceptance by the Town of ownership of any Phase Improvements does not constitute acceptance by the Town of maintenance for such Phase Improvements. If the District desires to transfer maintenance obligations to any other entity, the District shall obtain prior written approval from the Town.

B. *Wastewater Main*. Notwithstanding the foregoing, the public wastewater main through which the Town shall provide Wastewater Service to the Property shall be the responsibility of the Town up to the tie-in at the Property boundary, and the District shall be responsible for maintenance of all Improvements from the tie-in at the Property boundary upstream to and through the Property. The District shall maintain the Improvements from the wastewater main upstream of the tie-in at the Property boundary, unless dedicated to and accepted in writing by the Town.

VII. CONNECTION TO THE TOWN'S WASTEWATER SYSTEM

A. *Connection to the Public Main*. Upon completion of any Phase Improvements the District shall apply for connection to the Town's wastewater system. The Town's Public Works Department shall determine scheduling of the physical tap or connection of the service line to the public main. The tap to the public main for the Property's service line and the installation of corporation cocks shall be performed by the Town.

B. *Required Easements*. The District shall grant the Town all easements required to maintain the Improvements upon connection to the Town's wastewater system.

C. *Wastewater System Fees.* The District shall be responsible for all fees and connection fees associated with the Town's provision of Wastewater Service, including without limitation the Town's wastewater tap fee and renewable water resource fee, pursuant to the Town's then-current fee schedule, which shall be due at the time of issuance of building permits for the Development. As of the date of this Agreement, such system fees include a wastewater tap fee in the amount of $14,064.67 per single family residence and a renewable water resource fee of $7,446.00 per single family residence, in accordance with Town of Elizabeth Resolution No. 23R37.

VIII. PROVISION OF WASTEWATER SERVICE

A. *Wastewater Service to Property*. Upon final connection of any Phase Improvements to the Town's wastewater system, the Town shall sell and deliver to the Property Wastewater Service in accordance with this Agreement, the Elizabeth Municipal Code, and all other applicable rules and regulations, as such rules and regulations may be amended at any time so long as such rules and regulations apply to all users of the Town's wastewater system. The District acknowledges and agrees that the Town shall be the sole provider of Wastewater Service to the Property. Any change in the wastewater service requirements for the Property shall require approval by the Town and amendment to this Agreement. All wastewater uses on the Property shall at all times be consistent with Town policies, rules and regulations, as amended, governing the Wastewater Service.

B. *Monthly Wastewater Service Fees*. The Town shall administer, and the District shall pay monthly, all fees and other charges related to the provision of Wastewater Service to the Property at the Town's then-current out of Town rates and in accordance with the Town Code and any other applicable policies, rules and regulations (the "Wastewater Service Charges") including the default and remedy provisions therein; provided, however, that no Wastewater Service Charges shall be imposed on any building and other Wastewater Service-served structure until it has received a building permit from the Elbert County Building Department. As of the date of this Agreement, such Wastewater Services Charges are $94.94 per month per single family residence. The District agrees it shall, pursuant to C.R.S. § 32-1-1001(1)(j)(I) fix and from time to time increase monthly wastewater services charges to be imposed and collected from each home provided Wastewater Services under this Agreement in sufficient amount to pay the Town the monthly Wastewater Service Charges the District is obligated to pay under this Agreement ("**District Wastewater Fees**"). Until paid, all District Wastewater Fees, including penalties and charges for any delinquency in payment and the costs of collection, shall constitute a perpetual lien on any home served and may be foreclosed in the same manner as provided by the laws of the State for the foreclosure of mechanics liens. In addition, the District has the ability to certify to the treasurer of Elbert County past due amounts for wastewater services pursuant to C.R.S. § 32-1-1101(1)(e), to be collected by Elbert County and to be remitted to the District for payment to the Town, in the same manner as property taxes are collected. The District shall take all necessary and reasonable steps to collect the District Wastewater Fees in amounts sufficient to pay the Town the Wastewater Charges in a timely and efficient way.

C. *Limitations*. This Agreement is only for the provision of Wastewater Service as herein described and no expansion of uses, connections, or service beyond those set forth herein is in any way authorized by this Agreement.

D. *Town Rules and Regulations*. The District acknowledges and agrees that Property and all users of Town Wastewater Service on the Property shall be bound by, and all Wastewater Service provided hereunder shall be subject to all applicable provisions of the Code, as well as all applicable rules, policies or regulations of the Town, including the default and remedy provisions therein, now in effect or as may be hereafter adopted.

E. *Enforcement by the Town*. The District hereby acknowledges and agrees that the Town has the right to enforce its rules, policies, regulations, ordinances and the terms of this Agreement regarding the Wastewater Service. In the event that the District or any user of the Wastewater Service provided for in this Agreement violate the rules, policies, regulations or ordinances of the Town, the Town shall have all remedies available to it at law or in equity.

IX. DISCONNECTION FROM THE TOWN'S WASTEWATER SYSTEM.

The Town and the District do not anticipate and are not planning on the District ever disconnecting the Improvements from the Town's wastewater system, terminating this Agreement or terminating the Wastewater Service to be provided by the Town to the District pursuant to this Agreement. In the unlikely event the District identifies an alternative source for the provision of wastewater services to its service users ("Alternative Wastewater Service Source"), the District will provide written notice to the Town thirty six (36) months prior written notice of its intention to secure an alternative source for the provision of wastewater services to its service users (the "Termination Notice"). Within forty five (45) days from receipt of the Termination Notice by the Town, the District and the Town will work together in good faith to develop a plan for the transition of the provision of the Wastewater Service to the Alternative Wastewater Service Source. This Agreement shall not terminate, and the provision of Wastewater Service hereunder shall not terminate, until the connection to the Alternative Wastewater Service Source has been made and all amounts due to the Town under this Agreement have been paid in full by the District.

X. INDEMNIFICATION

To the extent permitted by law, the District agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, attorneys, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by the omission, error, professional error, mistake, negligence, or other fault of the District, or any officer, employee, representative, agent or subcontractor of the District. In addition, the District shall pay all property taxes on property underlying Improvements to be dedicated to the Town, if any, before acceptance by the Town, and shall indemnify and hold harmless the Town for any such property tax liability.

XI. THE DISTRICT'S REPRESENTATIONS AND WARRANTIES

The District hereby represents and warrants to the Town that all of the following are true and correct as of the date of signature and the Effective Date: this Agreement has been duly authorized and executed by the District as the legal, valid and binding obligation of the District, and is enforceable as to the District in accordance with its terms; the persons executing this Agreement on behalf of the District is duly authorized and empowered to execute and deliver this Agreement on behalf of the District; to the best of the District's knowledge, there is no pending or threatened litigation, administrative proceeding or other proceeding pending or threatened against the District which, if decided or determined adversely, would have a material adverse effect on the ability of the District to undertake its obligations under this Agreement nor, to the best of the District's knowledge, is there any fact or condition of the Property known to the District that may have a material adverse effect on the District's ability to develop the Property as contemplated; and neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement or obligation to which the District is a party or by which the District is bound or affected.

XII. TITLE 32 SPECIAL DISTRICTS

The Town hereby acknowledges that the District has been organized pursuant to and in accordance with the provisions of C.R.S. § 32-1-101, *et seq.*, for the purpose of providing facilities and services to the Property as well as properties outside of its boundaries. The Town hereby consents to the organization of the District, and confirms all prior actions and approvals taken or obtained with respect to the District.

XIII. MISCELLANEOUS

A. *Governing Law and 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 Elbert County, Colorado.

B. *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.

C. *Integration*. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties*. There are no intended third-party beneficiaries to this Agreement.

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

Notice to the Town:	Town of Elizabeth Attn: Public Works Director Town of Elizabeth Attn: Director of Community Development 151 South Banner Street Elizabeth, Colorado 80107
With a copy to:	Hoffmann, Parker, Wilson & Carberry, P.C. Attn: Corey Y. Hoffmann, Town Attorney 511 16th Street, Suite 610 Denver, Colorado 80202
Notice to District:	Pine Ridge Metropolitan District Attn: District Manager c/o Public Alliance 7555 E Hampden Ave Suite 501 Denver, Colorado 80231
With a copy to:	McGeady Becher Cortese Williams P.C. Attn: Suzanne Meintzer 450 East 17th Ave Suite 400 Denver, Colorado 80203

F. *Severability*. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. *Modification*. This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment*. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other; provided, however, that the District shall have the right to assign this Agreement without the Town's consent to an entity affiliated with or formed by one or more directors of the District with 30 days' notification to the Town.

I. *Recordation*. This Agreement shall be recorded with the Clerk and Recorder of Elbert County, Colorado, shall run with the land, and shall be binding upon and inure to the benefit of the heirs, successors and permitted assigns of the Parties.

J. *No Regulated Public Utility Status.* The Parties hereby agree that the Town is not a regulated public utility compelled to serve any other similarly situated parties. The District shall not at any time petition the Colorado Public Utilities Commission to acquire jurisdiction over any wastewater rate set by the Town.

K. *Governmental Immunity*. The Town, the District and their officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town, the District and their officers, attorneys or employees.

L. *Rights and Remedies*. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

M. *Subject to Annual Appropriation*. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town or the District not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

N. *Force Majeure*. No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF ELIZABETH, COLORADO

_____
Angela Ternus, Mayor

ATTEST:

_____
Michelle Oeser, Town Clerk

PINE RIDGE METROPOLITAN DISTRICT

_____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2026, by _____ as _____ of _____.

My commission expires: _____

(S E A L)

_____
Notary Public

EXHIBIT A
To Intergovernmental Agreement for Wastewater Service

Legal Description

PINE RIDGE METROPOLITAN DISTRICT BOUNDARY AND INCLUSION AREA

DESCRIPTION OF PROPERTY:

A PARCEL OF PROPERTY LOCATED IN SECTIONS 15 AND 14, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ELBERT, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 15 AND CONSIDERING THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 14 TO BEAR S89°10'20"E WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE S00°31'21"E ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 15, A DISTANCE OF 40.09 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 86; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES;

1. S89°54'48"E A DISTANCE OF 0.27 FEET;
2. S83°31'18"E A DISTANCE OF 70.12 FEET;
3. S00°22'36"E A DISTANCE OF 39.35 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE N89°52'43"E ALONG THE SOUTH LINE OF A PARCEL OF PROPERTY AS DESCRIBED IN RECEPTION NO. 608123 OF THE ELBERT COUNTY RECORDS A DISTANCE OF 756.92 FEET TO A POINT ON THE EAST LINE OF A PARCEL OF PROPERTY RECORDED AT BOOK 282, 326 OF THE ELBERT COUNTY RECORDS;

THENCE S00°05'50"E ALONG THE WEST LINE OF SAID BOOK 282, 326, A DISTANCE OF 1,257.77 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF PROPERTY AS DESCRIBED IN RECEPTION NO. 476359 OF THE ELBERT COUNTY RECORDS;

THENCE N89°51'53"E ALONG THE SOUTH LINE OF SAID RECEPTION NO. 476359 A DISTANCE OF 505.82 FEET;

THENCE N00°07'31"W ALONG THE SOUTH LINE OF SAID RECEPTION NO. 476359 A DISTANCE OF 390.28 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF PROPERTY AS DESCRIBED IN BOOK 458, PAGE 364 OF THE ELBERT COUNTY RECORDS;

THENCE ALONG THE SOUTH AND EAST BOUNDARY OF THE PARCEL OF PROPERTY AS DESCRIBED IN SAID BOOK 458, PAGE 364 THE FOLLOWING THREE (3) COURSES;

1. S89°55'24"E A DISTANCE OF 1,626.53 FEET;
2. N05°27'16"E A DISTANCE OF 603.81 FEET;
3. N24°47'53"E A DISTANCE OF 291.26 FEET TO A POINT ON THE SOUTH LINE OF A PARCEL OF PROPERTY AS DESCRIBED IN RECEPTION NO. 608124 OF THE ELBERT COUNTY RECORDS;

THENCE ALONG THE SOUTH LINE OF A PARCEL OF PROPERTY AS DESCRIBED IN RECEPTION NO. 608124 AND 608125 OF THE ELBERT COUNTY RECORDS THE FOLLOWING THREE (3) COURSES;

1. S89°10'20"E A DISTANCE OF 853.48 FEET;
2. S89°10'44"E A DISTANCE OF 1,992.53 FEET;
3. S89°11'30"E A DISTANCE OF 665.28 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 14;

THENCE S00°15'11"E ALONG SAID EAST LINE A DISTANCE OF 1,241.47 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 14;

THENCE N89°12'55"W ALONG THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE QUARTER A DISTANCE OF 1,330.36 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 14;

THENCE S00°12'40E ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 14 A DISTANCE OF 1,330.99 FEET TO THE CENTER OF SAID SECTION 14, AND ALSO BEING A POINT ON THE NORTHERLY LINE OF WILDE POINTE SUBDIVISION AS RECORDED AT RECEPTION NO. 436639 OF THE ELBERT COUNTY RECORDS;

THENCE ALONG THE OUTER BOUNDARY OF SAID WILD POINTE SUBDIVISION THE FOLLOWING FOUR (4) COURSES;

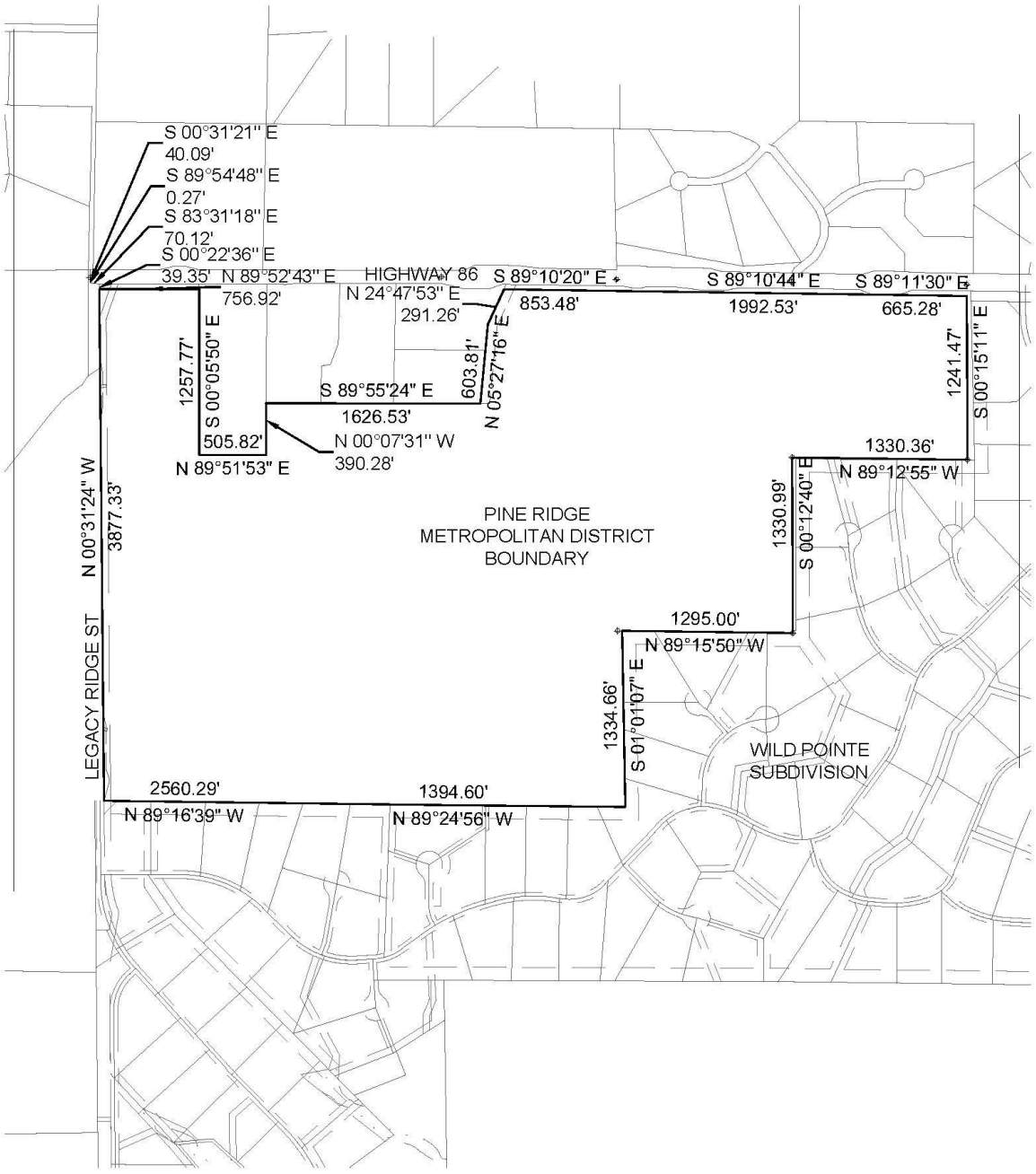
1. N89°15'50"W ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 14, A DISTANCE OF 1,295.00 FEET;
2. S01°01'07"E A DISTANCE OF 1,334.66 FEET;
3. N89°24'56"W A DISTANCE OF 1,394.60 FEET;
4. N89°16'39"W A DISTANCE OF 2,560.29 FEET;

THENCE N00°31'24"W, A DISTANCE OF 3,877.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 419.96 ACRES +/-

Project Number: 23015 **2N Civil, LLC** 6 Inverness Ct. E., Suite 125 Englewood, CO 80112 Phone 303-925-0544 Fax 303-925-0547 www.2NCivil.com	**METROPOLITAN DISTRICT BOUNDARY MAP** MF INVESTMENT PARTNERS, LLC Drawn By: EPT Checked By: Revisions: 1/7/25 Page 1	2N CIVIL

PINE RIDGE METROPOLITAN DISTRICT BOUNDARY AND INCLUSION AREA



Project Number: 23015

2N Civil, LLC
6 Inverness Ct. E., Suite 125
Englewood, CO 80112
Phone 303-925-0544 Fax 303-925-0547
www.2NCivil.com

METROPOLITAN DISTRICT BOUNDARY MAP
MF INVESTMENT PARTNERS, LLC

Drawn By: EPT
Checked By:
Revisions: 1/8/25

Page 2

EXHIBIT B
To Intergovernmental Agreement for Wastewater Service

Improvements

EXHIBIT B

PINE RIDGE METROPOLITAN DISTRICT
Concept Plans
SUMMARY OF PROBABLE CONSTRUCTION COST

June 16, 2026 2N JOB NO: 23015

ITEM	QUANTITY		UNIT COST	COST
Sanitary Sewer				
Sewer Pipe	22,368	L.F.	$ 75.00	$ 1,677,600.00
Lift Station	1	L.S.	$ 500,000.00	$ 500,000.00
Force Main	2,345	L.F.	$ 70.00	$ 164,150.00
4' Diameter Manholes	118	E.A.	$ 6,500.00	$ 767,000.00
Connection to Town manhole	1	E.A.	$ 4,500.00	$ 4,500.00
				$ 3,113,250.00
Subtotal				***$ 3,113,250.00***
10% Contingency				$ 311,325.00
Total				***$ 3,424,575.00***

This estimate of probable construction cost was prepared for estimating purposes only. 2N Civil, LLC cannot be held responsible for variances from this estimate, as actual costs may vary due to bid and market fluctuations.

EXHIBIT C
To Intergovernmental Agreement for Wastewater Service

Phase Improvements Agreement

EXHIBIT C

PHASE IMPROVEMENTS AGREEMENT

THIS PHASE IMPROVEMENTS AGREEMENT (the "Agreement") is made this _____ day of _____, 20__, by and between the Town of Elizabeth, Colorado, a municipal corporation (the "Town"), and Pine Ridge Metropolitan District, a political subdivision and quasi-municipal corporation of the State of Colorado (the "District").

RECITALS

A. The District is the owner of certain real property which is more particularly described in Exhibit A, attached hereto and incorporated herein (the "Property").

B. The Property is located outside of the boundaries of the Town, but within the service area of the Town of Elizabeth for purposes of the Town providing residential effluent wastewater treatment services.

C. The Town and District seek to enter into this Agreement to allow the District to construct the Phase Improvements as generally described on Exhibit B attached hereto and incorporated herein by this referenced, and as described in the associated construction documents approved by the Director of Public Works of the Town (collectively the "Phase Improvements") and to connect the Phase Improvements to the Town of Elizabeth wastewater treatment system (the "System").

AGREEMENT

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

1. Purpose. The purpose of this Agreement is to set forth the terms, conditions and fees to be paid by the District, to allow connection to the System.

2. Fees. The following fees shall be paid to the Town by the District.

a. The District hereby agrees to pay the Town the actual cost to the Town for plan review, engineering review, and surveying review, prior to and during the process of constructing the to connect the Phase Improvements to the System, and for construction observation, inspection and materials testing during the construction process for the Phase Improvements, and for construction observation, inspection and materials testing and electronic deliverable review during the warranty period for such Phase Improvements (the "actual costs"), and administrative fees not to exceed one hundred fifteen percent (115%) of the actual costs.

3. Specific Conditions. The District hereby agrees to construct the Phase Improvements as more particularly described in Exhibit B, attached hereto and incorporated herein by this reference.

4. Breach by the District; the Town's Remedies. In the event of a breach of any of the terms and conditions of this Agreement by the District, the Board of Trustees shall be notified

immediately and the Town may take such action, as permitted and/or authorized by law, this Agreement or the ordinances as the Town deems necessary to protect the public health, safety and welfare; and to protect the citizens of the Town from hardship and undue risk. The remedies include, but are not limited to:

a. A demand that the security given for the completion of the Phase Improvements be paid or honored; or

b. Any other remedy available at law.

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

5. Phase Improvements and Warranty. All Phase Improvements as approved by the Director of Public Works of the Town, shall be installed and completed at the expense of the District and dedicated and/or conveyed to the Town. The Phase Improvements required by this Agreement, as well as associated construction documents approved by the Director of Public Works of the Town and the costs of the Phase Improvements, are set forth on Exhibit B. All Phase Improvements covered by this Agreement shall be constructed in accordance with the construction documents drawn according to regulations and construction standards for such Phase Improvements and approved by the Director of Public Works of the Town.

The District shall warrant any and all Phase Improvements, which are conveyed to the Town, pursuant to this Agreement, for a period of two (2) years from the date the Town's Director of Public Works grants probationary acceptance of the Phase Improvements, as approved by the Town. The warranty period shall extend to the date final acceptance is granted in writing by the Town's Director of Public Works. The District shall be responsible for scheduling the necessary inspections for probationary and final acceptance. Specifically, but not by way of limitation, the District shall warrant the following:

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

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

c. Any and all facilities so conveyed shall be in conformity with the Town's specifications and shall be free of defects in materials or workmanship for a period of two (2) years, as stated above, including, but not limited to, cracks, breakage, settling, or other deterioration of the Phase Improvements, no matter the cause, for a period of two (2) years, as stated above.

The Town will accept for maintenance the Phase Improvements up to the tie-in at the Property boundary to the Town's wastewater system and the District shall be responsible for maintenance from the tie-in at the Property boundary upstream to and through the Property after the warranty period has expired, provided all warranty work has been completed. The Phase

Improvements to be maintained by the District shall be as more particularly described in Exhibit C, attached hereto and incorporated herein by this reference (the "District-Maintained Phase Improvements"). The District shall make all corrections necessary to bring the Phase Improvements into conformity with the Town's specifications, prior to final acceptance.

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

7. Completion of Phase Improvements. The obligations of the District provided for in paragraph 3 of this Agreement, including the inspections hereof, shall be performed on or before _____, 20__, and proper application for acceptance of the Phase Improvements shall be made on or before such date. Upon completion of construction by the District of such Phase Improvements, the Town's Director of Public Works or his designee shall inspect the improvements and certify with specificity their conformity or lack thereof to the Town's specifications. The District shall make all corrections necessary to bring the improvements into conformity with the Town's specifications. Once approved by the Town's Director of Public Works, the Town shall accept said improvements upon conveyance, pursuant to paragraph 9; provided, however, the Town shall not be obligated to accept the Phase Improvements until the actual costs described in paragraphs 2.a. and b. of this Agreement are paid in full by the District.

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

9. Phased Improvements to be the Property of the Town or District. The District will own, operate and maintain all of the Phase Improvements except for those specifically identified to be dedicated to the Town on Exhibit C. The Phase Improvements accepted by the Town shall be warranted for a period of two (2) years following probationary acceptance by the Town, as provided above, and shall be dedicated to the as more particularly described in Exhibit C. Upon completion of construction and conformity with the approved construction plans, and any properly approved changes, the District shall convey to the Town, by bill of sale, any of the Phased Improvements identified on Exhibit C to be dedicated to the Town, if any. The District shall own, operate and maintain all of the Phase Improvements not identified on Exhibit C to be dedicated to the Town.

10. Performance Guarantee. In order to secure the construction and installation of the Phase Improvements, the District shall, no later than ninety (90) days after the execution of this Agreement, furnish the Town, at the District's or the District's assignee's expense, with the performance guarantees described herein. The performance guarantees shall be in the form of cash or an irrevocable letter of credit in which the Town is designated as beneficiary, in an amount equal to one hundred ten percent (110%) of the estimated costs of the Phase Improvements to be constructed and installed, as set forth in Exhibit B, to secure the performance and completion of

the Phase Improvements (the "Performance Guarantees"). The District agrees that approval of this Agreement is contingent upon the District's provision of Performance Guarantees to the Town within ninety (90) days of the execution of this Agreement, in the amount and form provided herein, and the failure of the District to provide a Performance Guarantees to the Town, in the manner provided herein, shall negate the Town's approval of this Agreement. Letters of credit shall be substantially in the form and content set forth in Exhibit D-1, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The cash shall be paid to the Town according to the terms and conditions of the "Financial Guarantee," which shall be substantially in the form and content set forth in Exhibit D-2, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The District shall not start the construction of any Phase Improvements on the Property, including, but not limited to, staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the Town has received and approved the Performance Guarantees.

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

The estimated costs of the Phase Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimates on an annual basis. Adjusted cost estimates will be made according to changes in the Construction Costs Index, as published by the Engineering News Record. If the Town adjusts the cost estimate for the Phase Improvements, the Town shall give written notice to the District. The District shall, within thirty (30) days after receipt of said written notice, provide the Town with new or amended Performance Guarantees in the amount of the adjusted cost estimates. If the District refuses or fails to so provide the Town with new or amended Performance Guarantees, the Town may exercise the remedies provided for in paragraph 4 of this Agreement; provided, however, that prior to increasing the amount of additional security required, the Town shall give credit to the District for all required Phase Improvements which have actually been completed so that the amount of security required at any time shall relate to the cost of required Phase Improvements not yet constructed.

In the event the Phase Improvements are not constructed or completed within the period of time specified by paragraph 6 of this Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the Performance Guarantees to complete the Phase Improvements called for in this Agreement. In the event the letter of credit is to expire within fourteen (14) calendar days and the District has not yet provided a satisfactory replacement, the Town may draw on the letter of credit, and either hold such funds as security for performance of this Agreement, or spend such funds to finish the Phase Improvements or correct problems with the Phase Improvements, as the Town deems appropriate.

Upon completion of performance of such improvements, conditions and requirements within the required time and the approval of the Town Public Works Director, the District shall issue an irrevocable letter of credit to the Town in the amount of ten (10%) of the total cost of

construction and installation of the Phase Improvements, to be held by the Town during the two-year warranty period or, in the alternative, if the Performance Guarantees held by the Town are cash, the Town will reduce the cash amount to ten percent (10%) of the total cost of construction and installation of the Phase Improvements, to be held by the Town during the two-year warranty period. If the Phase Improvements are not completed within the required time, the monies may be used to complete the improvements.

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

The District shall pay all property taxes on the Property dedicated to the Town, and shall indemnify and hold harmless the Town for any property tax liability.

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

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

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

14. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees, except in accordance with the Elizabeth Municipal Code and the laws of the State of Colorado.

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

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

17. Invalid Provision. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two

constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

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

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

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

Notice to the Town: Town of Elizabeth
Attn: Public Works Director
Town of Elizabeth
Attn: Director of Community Development
151 South Banner Street
Elizabeth, Colorado 80107

With a copy to: Hoffmann, Parker, Wilson & Carberry, P.C.
Attn: Corey Y. Hoffmann, Town Attorney
511 16th Street, Suite 610
Denver, Colorado 80202

Notice to District: Pine Ridge Metropolitan District
Attn: District Manager
c/o Public Alliance
7555 E Hampden Ave Suite 501
Denver, Colorado 80231

With a copy to: McGeady Becher Cortese Williams P.C.
Attn: Suzanne Meintzer
450 East 17th Ave Suite 400
Denver, Colorado 80203

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

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

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

23. Title and Authority. The District expressly warrants and represents to the Town that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individuals, that the undersigned individuals have full power and authority to enter into this Site Plan Agreement. The District and the undersigned individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.

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

TOWN OF ELIZABETH, COLORADO

By: _____
Angela Ternus, Mayor

ATTEST:

_____
Michelle M. Oeser, Town Clerk

APPROVED AS TO FORM:

_____
Corey Y. Hoffmann, Town Attorney

PINE RIDGE METROPOLITAN DISTRICT

By: _____
James Marshall, President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, as _____ of _____.

My commission expires: _____

_____
(SEAL) Notary Public

EXHIBIT A

To Phase Improvements Agreement

Property

EXHIBIT B

To Phase Improvements Agreement

Phase Improvements

EXHIBIT C

To Phase Improvements Agreement

Description of Phase Improvements to be Dedicated to and Owned and Maintained by the Town and Phase Improvements to be Owned and Maintained by the District

EXHIBIT D-1

To Phase Improvements Agreement

Form of Letter of Credit

EXHIBIT D-1

To Phase Infrastructure Agreement

FORM- IRREVOCABLE LETTER OF CREDIT

Issuing Bank's Letterhead

Irrevocable Letter of Credit

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

Issuance Date: [Type loc issuance date.]
Expiry Date: [Type loc expiration date.]
Name of District: Pine Ridge Metropolitan District

Town of Elizabeth
[Address]

Attention: Mayor and Town Attorney

Ladies and Gentlemen:

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

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

a. The Town has determined that the District is in default of its obligations under that certain Phase Improvements Agreement, to secure the performance of the Phase Improvements as defined in the Phase Improvements Agreement dated _____ between the Town and the District.

or

b. That the expiry date of this Irrevocable Letter of Credit is less than fourteen (14) days from the date of the Mayor or designee's letter and the District has not provided the Town with a replacement letter of credit in an amount and form acceptable to the Town to secure the performance of Phase Improvements as defined in the Phase Improvements Agreement dated _____ between the Town and the District.

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

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

Very truly yours,
[Name of Bank]

By: _____
Signature of Authorized Signing Officer

0

_____
Print
Name
[Signature Must Be Notarized]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _, by _____, as _____ of _____

My commission expires: _____ _

SEAL

_____
Notary Public

4907-3535-1478, v. 2

EXHIBIT 1
To Letter of Credit Form

FORM OF SIGHT DRAFT

Date: _____

At sight, pay to the order of Town of Elizabeth _____ Dollars ($_____), for value received and charge to the account of Pine Ridge Metropolitan District.

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

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

[*Address of Issuing Bank*] _____

_____
By: [*type Mayor or designee*]

4907-3535-1478, v. 2

EXHIBIT D-2

To Phase Improvements Agreement

Form of Financial Guarantee Agreement

EXHIBIT D-2

FINANCIAL GUARANTEE AGREEMENT

THIS FINANCIAL GUARANTEE AGREEMENT (the "Agreement") is entered into this _____ day of _____, 20__, by and between the Town of Elizabeth, Colorado, a municipal corporation (the "Town"), and Pine Ridge Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District").

RECITALS

WHEREAS, the Town and the District have entered into that certain Intergovernmental Agreement for Wastewater Service (the "Wastewater Service IGA") dated _____, 20__, concerning that certain real property known as _____, which is more particularly described in **Exhibit A**, which is attached to the Wastewater Service IGA (the "Property"); and

WHEREAS, pursuant to the Wastewater Service IGA, the District has agreed to install and complete at its expense certain Improvements (as that term is defined in the Wastewater Service IGA) on the Property.

WHEREAS, the installation of the Improvements is anticipated to be installed in phases and the Wastewater Service IGA requires the District to enter into a Phase Improvements Agreement for each set of Phase Improvements (as that term is defined in the Wastewater Service IGA) and to provide the Town with a financial guarantee, in an amount equal to one hundred ten percent (110%) of the costs of the Phase Improvements set forth in the related Phase Improvements Agreement naming the Town as the designated beneficiary, to secure the performance and completion of such Phase Improvements.

WHEREAS, the District and the Town have entered into a Phase Improvements Agreement dated _____, for the Phase Improvements set forth in **Exhibit B** thereto (the" Phase Improvements").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged and confessed, the parties hereto covenant and agree as follows:

1. Purpose. The purpose of this Agreement is to provide for a financial guarantee to the Town for the performance and completion of the Phase Improvements and, accordingly, to supplement the terms and conditions of the Wastewater Service IGA and the Public Infrastructrure Agreement for the Phase Improvements. Defined terms within the Wastewater Service IGA and the Phase Improvements Agreement shall have the same meaning when used herein unless otherwise defined herein.

2. Financial guarantee. In order to secure the performance and completion of the Phase Improvements, the District agrees to deposit with the Town the sum of _____ _____ Dollars ($_____), which represents one hundred ten percent (110%) of the estimated cost of the Phase Improvements (the "Financial Guarantee Funds"). All Financial Guarantee Funds shall be

deposited in the Town's General Fund. The Town shall not be required to pay the District any interest on the Financial Guarantee Funds.

The estimated costs of the Phase Improvements shall be a figure mutually agreed upon by the District and the Town's Director of Public Works. If, however, they are unable to agree, the Director of Public Works' estimate shall govern after giving consideration to information provided by the District including, but not limited to, construction contracts and engineering estimates. The purpose of the cost estimate is solely to determine the amount of the financial guarantee. No representations are made as to the accuracy of these estimates, and the District agrees to pay the actual costs of all such Phase Improvements.

The estimated costs of the Phase Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimate prior to the issuance of any grading permit for the Property and on an annual basis thereafter. Adjusted cost estimates will be made according to changes in the Construction Costs Index as published by the *Engineering News Record* or based upon actual construction bids, as determined by the Town in the exercise of its sole discretion. If the Town adjusts the cost estimate for the Phase Improvements, the Town shall give written notice to the District. The District shall, within thirty (30) days after receipt of said written notice, provide the Town with new funds in the amount of the adjusted cost estimates. If the District refuses or fails to so provide the Town with additional Financial Guarantee Funds, the Town may exercise the remedies provided for in Section IV. D. of the Wastewater Service IGA provided, however, that prior to increasing the amount of additional Financial Guarantee Funds required, the Town shall give credit to the District for all required Phase Improvements which have actually been completed so that the amount of Financial Guarantee Funds required at any time shall relate to the cost of required Phase Improvements not yet constructed.

3. Release of Financial Guarantee Funds.

a. The District intends to enter into several different contracts with different contractors to install the Phase Improvements. It is the intent of the parties hereto that Financial Guarantee Funds will be released as work is completed on each individual contract. In the event the Phase Improvements are not constructed or completed within the period of time specified in paragraph 7 of the Phase Improvements Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the Financial Guarantee Funds to complete the Phase Improvements called for in this Agreement.

b. The Financial Guarantee Funds are to be used solely and exclusively for the completion of the Phase Improvements. The Town will disburse up to ninety percent (90%) of the estimated cost of the Phase Improvements as progress payments according to the schedule of values attached as **Exhibit 1** and incorporated by this reference (the "Schedule of Values"), upon the District's satisfaction of the following draw requirements:

1. The District delivers an application to the Town (which includes a certification signed by the District of the percentage of the total Phase Improvements completed according to the Schedule of Values), which application will be made no more

than once per month and shall be tied to progress toward the completion of the Phase Improvements, as identified in the application (the "Application").

2. Upon receipt of the Application, the Town shall have thirty (30) calendar days within which to provide written acknowledgement from the Public Works Director or designee of the Town that the Application may be paid, partially paid or denied. The Town's affirmation and payment will not constitute approval by the Town of the completion and/or acceptance of the Phase Improvements, or any portion thereof. Such acknowledgement shall not be unreasonably denied or withheld by the Town and shall be given if the Phase Improvements described in the Application are completed in accordance with the construction plans approved by the Town.

3. The Town shall have no obligation to provide probationary acceptance of the Phase Improvements, until all of the Phase Improvements are completed and all deficiencies, of any type, including, but not limited to, maintenance, materials or workmanship, that are identified by the Public Works Director at the final inspection are corrected (regardless of the cause of the deficiency).

4. Upon the Town's probationary acceptance of the Phase Improvements, the District has the option of substituting a letter of credit for ten percent (10%) of the cost of the Phase Improvements that the Town is holding for the two-year warranty period, as described in Phase Improvements Agreement, in a form and from a financial institution acceptable to the Town.

c. That portion of the Financial Guarantee Funds which represents ten percent (10%) of the estimated costs of the Phase Improvements shall be retained by the Town during the two-year warranty period described in the Phase Improvements Agreement. At the end of the warranty period and upon final acceptance by the Town, the remaining Financial Guarantee Funds shall be released to the District. The Town may draw on the Financial Guarantee Funds during the warranty period to correct any problems with the Phase Improvements which have not been corrected by the District, as provided by the Phase Improvements Agreement.

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

5. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees, except in accordance with the Elizabeth Municipal Code and the laws of the State of Colorado.

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

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

8. Invalid Provision. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other

provision hereof, all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two (2) constructions, one of which would render the provision void, and the other which would render the provision valid, then the provisions shall have the meaning which renders it valid.

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

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

Notice to the Town: Town of Elizabeth
Attn: Public Works Director
Town of Elizabeth
Attn: Director of Community Development
151 South Banner Street
Elizabeth, Colorado 80107

With a copy to: Hoffmann, Parker, Wilson & Carberry, P.C.
Attn: Corey Y. Hoffmann, Town Attorney
511 16th Street, Suite 610
Denver, Colorado 80202

Notice to District: Pine Ridge Metropolitan District
Attn: District Manager
c/o Public Alliance
7555 E Hampden Ave Suite 501
Denver, Colorado 80231

With a copy to: McGeady Becher Cortese Williams P.C.
Attn: Suzanne Meintzer
450 East 17th Ave Suite 400
Denver, Colorado 80203

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

12. Title and Authority. The District expressly warrants and represents to the Town that it has the full power and authority to enter into this Financial Guarantee Agreement. The District and the undersigned individual(s) understand that the Town is relying on such representations and warranties in entering into this Agreement.

13. Conflict with Phase Improvements Agreement. In the event there is a conflict between the language contained within the Financial Guarantee Agreement and the language contained within the Phase Improvements Agreement, the language contained in the Phase Improvements Agreement shall control.

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

TOWN OF ELIZABETH, COLORADO

By: _____
Town Administrator

ATTEST:

_____
Michelle Oeser, Town Clerk

APPROVED AS TO FORM:

_____
Corey Y. Hoffmann, Town Attorney

PINE RIDGE METROPOLITAN DISTRICT

By: _____
James Marshall, President

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as _____ of _____.

My commission expires: _____.

SEAL

_____
Notary Public

EXHIBIT 1

TO FINANCIAL GUARANTEE AGREEMENT

Schedule of Values

TO: Honorable Mayor Ternus, Members of the Board of Trustees
FROM: James McErnie, Assistant Director of Public Works
DATED: July 28, 2026
SUBJECT: Gesin Lot Furniture and Amenities – Board Discussion Item

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PURPOSE

At the Board's request, Public Works reviewed options for temporary furniture and amenities at the Gesin Lot. This memo presents those options for discussion. Staff is seeking Board direction on quantity and budget.

BACKGROUND

The Gesin Lot is unimproved, and vehicle and pedestrian traffic through the site limit how much can reasonably be placed there. Because any installation would be temporary and the long-term use of the lot remains undecided, staff focused on products that retain value to the Town regardless of that outcome. Any tables purchased could be relocated to Running Creek Park, Floyd Shepherd Park, or Bandt Park.

DISCUSSION

ADA accessibility was the first consideration. Staff identified three commercially available picnic tables — round metal, rectangular metal, and hexagonal recycled plastic — each configured with an auxiliary space allowing a person using a mobility device to be seated at the table with other users. All three accept an overhead umbrella and are built for long outdoor service life.

These tables run approximately $1,000 to $1,300 per unit and are available from multiple vendors. Public Works is seeking direction on how many units the Board wishes to purchase and the budget to be allocated.

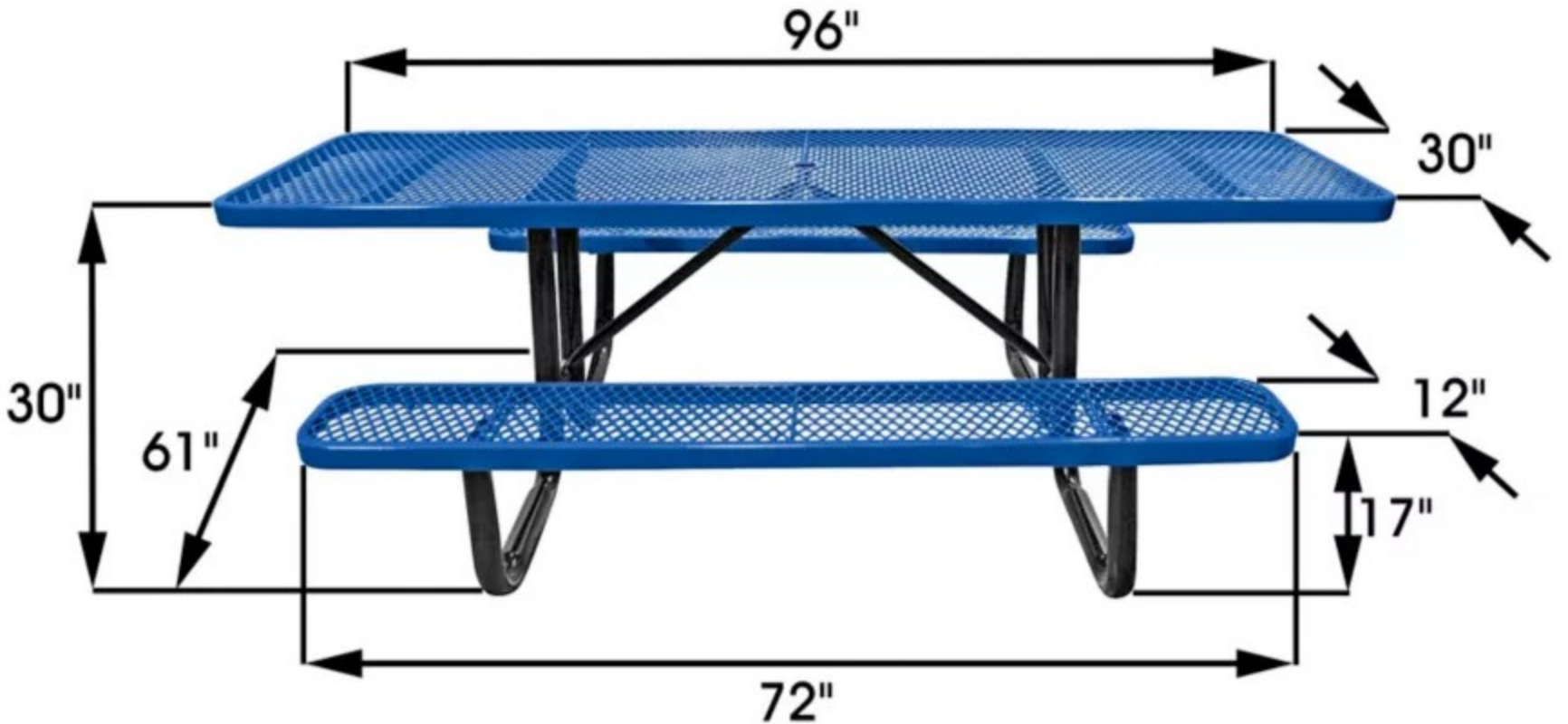
STAFF RECOMMENDATION

None. Staff will proceed at the Board's direction.

ATTACHMENTS

1. Product Option 1 – Round ADA Picnic Table
2. Product Option 2 – Rectangular ADA Picnic Table with Dimensions
3. Product Option 3 – Hexagonal Recycled Plastic ADA Picnic Table




96"
30"
30"
61"
12"
17"
72"



TO: Honorable Mayor and Board of Trustees
FROM: Michelle Oeser Town Clerk
DATE: July 28, 2026
SUBJECT: Resolution 26R20

SUMMARYThe first IGA is an agreement between the Town of Elizabeth and the Elbert County Clerk and Recorder. This type of agreement has been established in previous years to provide a polling location for Elbert County elections. The proposed agreement addresses the conduct and administration of the Voter Service and Polling Center (VSPC) for the November 3, 2026, General Election.

The second agreement is an Intergovernmental Agreement between the Town of Elizabeth and Elbert County regarding the 2026 Coordinated Election. This agreement outlines the responsibilities of both the Town and Elbert County, including the responsibilities of the County Elections Department and the Town in conducting and administering the election.

The Town has the opportunity to appoint an observer to view the Logic and Accuracy Test of the election voting equipment. There is no date specified at this time.

The attached agreement has been approved to form by the town attorney.

STAFF RECOMMENDATIONS-
Staff recommend approval of Resolution 26R20, a Resolution approving the Intergovernmental Agreements between the Town and the Elbert County Clerk Elbert County Clerk as the Elections Office needs to have the ability to utilize the Board room on November 3, 2026, and for the Town to participate with Elbert County in the 2026 coordinated election.

ATTACHMENT
Resolution 26R20
Intergovernmental Agreements

RESOLUTION 26R20

A RESOLUTION APPROVING TWO INTERGOVERNMENTAL AGREEMENTS BETWEEN THE TOWN AND THE ELBERT COUNTY CLERK AND RECORDER RELATED TO THE NOVEMBER 3, 2026 ELECTION

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

Section 1. The Intergovernmental Agreement between the Town and the Elbert County Clerk and Recorder regarding the conduct and administration of the voter service and polling center for the November 3, 2026, General Election and the Intergovernmental Agreement between the Town and the Elbert County Clerk and Recorder regarding the conduct and administration of the Town's November 3, 2026, regular election which will be coordinated with Elbert County. attached hereto as **Exhibit A** and **Exhibit B,** respectively, are hereby approved by the Board of Trustees of the Town of Elizabeth, and the Mayor is authorized to execute both on behalf of the Town.

Section 2. The Town hereby designates Town Clerk Michelle M. Oeser as the Designated Election Official (DEO) of the Town.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2026, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

_____
Angela Ternus, Mayor

ATTEST

_____
Michelle M. Oeser, Town Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE ELBERT COUNTY CLERK AND RECORDER

AND

THE TOWN OF ELIZABETH

Regarding the Conduct and Administration of the

Voter Service and Polling Center (VSPC)

For the November 3, 2026 General Election

This Intergovernmental Agreement (hereinafter the "Agreement") is made this ___ day of_____, 2026, between the Elbert County Clerk and Recorder (hereinafter "County") and the Town of Elizabeth (hereinafter "Town"), located in Elizabeth, Colorado (each a "Party" and collectively the "Parties").

WHEREAS, the Town desires to serve as a voter service and polling center (VSPC) and a 24-hour ballot drop-off site for the November 3, 2026 Elbert County General Election; and

WHEREAS, the Municipal Clerk will act as a Deputy County Clerk during County Administered elections for the purpose of retrieving, securing and storing ballots, and transferring custody to Elbert County Election officials.

WHEREAS, the parties understand and agree that the duties, obligations and provisions contemplated in this IGA are subject to the provisions of the Uniform Election Code of 1992.

NOW, THEREFORE, it is agreed that:

1. **Duties of the Town**
   - The Town shall keep the Town of Elizabeth open to the general public for the delivery of mail ballots and voting by electors on Tuesday, November 3, 2026 from 7:00 a.m. to 7:00 p.m., or until polls close, in the event of a Court order to extend polling hours.
   - The Town will allow the County to utilize the 24-hour ballot drop box owned by the County on the property owned by the Town at 151 S. Banner Street, Elizabeth, CO. The box will be open to receive ballots between October 2, 2026 and November 3, 2026 at 7:00 p.m.
   - The Town shall keep the Town of Elizabeth open to authorized representatives of the Elbert County Clerk and Recorder's Office on Monday, November 2, 2026 from 12:00 p.m. to 7:30 p.m. for VSPC setup and Tuesday, November 3, 2026 from 6:00 a.m. to 8:00 p.m. or until one hour after close of polls in the event of a Court order to extend polling hours, and shall provide internet access during those hours.
   - The Town will supply the County with a lockable room to store voting equipment from November 2, 2026, to November 3, 2026. The locked room must be accessible to the County to store equipment by 12:00 p.m. on November 2, 2026, and again at 6:00 a.m. on November 3, 2026 to set up the Voter Service Center.
   - The Town will ensure outdoor lighting is turned on by 6:00 a.m. on November 3, 2026, and remains on until 9:00 p.m. that evening.
   - The Town shall ensure the Property complies with all requirements of the American with Disabilities Act, including but not limited to:
     i. Maintaining a clear and accessible entry path;
     ii. Removing any object or item which affect accessibility into the Town of Elizabeth;
     iii. Removing any object or item blocking or preventing the use of accessible parking spaces, etc.
   - The Town shall notify the County of any additional ballots dropped off after election day.
     i. The Town will coordinate with the County to determine an appropriate time for the County to pick up ballots.

2. **Duties of the County**
   - The County is responsible for the regular collection of mail ballots during the November 2026 election cycle. The County will retrieve voted ballots from the 24-hour drop box and ballots that the Municipal Clerk has securely stored from the 24-hour drop box. County

Election staff will be on call for additional pick-ups, if needed. The County will lock and secure the 24-hour ballot drop box at 7:00 pm on Election Day.

- The County shall provide the Town with at least three (3) election judges to staff the VSPC on Tuesday, November 3, 2026 from 6:00 a.m. to 8:00 p.m., or until one hour after close of polls in the event of a Court order to extend polling hours.

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement as of the date set forth above.

ELBERT COUNTY CLERK AND RECORDER

By:_____ Date:_____
Rhonda Braun

TOWN OF ELIZABETH

By:_____ Date:_____

Print: _____

INTERGOVERNMENTAL AGREEMENT

BETWEEN

ELBERT COUNTY CLERK AND RECORDER AND

TOWN OF ELIZABETH

Regarding the Conduct and Administration of the

NOVEMBER 3, 2026

GENERAL ELECTION

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between **THE ELBERT COUNTY CLERK AND RECORDER** ("CEO") and Town of Elizabeth ("DEO"), collectively referred to as the "Parties" for the administration of their respective duties concerning the conduct of the November 3, 2026, General Election ("Election").

DEFINITIONS:

- **"Coordinated Election Official"**, (**"CEO"**) - The Elbert County Clerk and Recorder as referenced in C.R.S. § 1- 7-116(1)(a) will conduct the election for the Town of Elizabeth ("DEO").

- **"Colorado Election Code"** or **"Code"** - any part of the Uniform Election Code of 1992 Title 1, C.R.S.), the Colorado Local Government Election Code (Article 13.5 of Title 1, C.R.S.) or any other Title of C.R.S. governing participating jurisdictions's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules.

- **"Coordinated Election"** - an election where more than one jurisdiction with overlapping boundaries or the same electors hold an election on the same day and the eligible electors are all registered electors, and the County Clerk and Recorder is the Coordinated Election Official for the jurisdictions.

- **"Designated Election Official"** (**"DEO"**) - person identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Person (defined below), and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction.

- **"IGA"** or **"Agreement"** - Intergovernmental Agreement between the Elbert County Clerk and Recorder ("CEO") and the Jurisdiction ("DEO") for election coordination.

- **"Jurisdiction"** - those Jurisdictions or local governments participating in the General Election under the terms of this Agreement.

- **"Mail Ballot Packet"** - the packet of information provided by the County Clerk to eligible electors in the mail ballot election. The packet includes the ballot, instructions for completing the ballot and a return envelope. C.R.S. § 1-7.5- 103(5).

- **"SOS"** - the State of Colorado Secretary of State.

- **"SOS Election Calendar"** - the most recent election calendar as published on the SOS website located at www.sos.state.co.us.

ARTICLE ONE
PURPOSE AND GENERAL MATTERS

GOAL: The purpose of this Agreement is to define the tasks to be completed by the County Clerk and Recorder and the Jurisdiction to conduct the election.

TERM: This Agreement begins as of the date of the last party's execution of this Agreement and continues through the official certification of the November 3, 2026, General Election.

ARTICLE TWO
DUTIES OF THE COUNTY

CONTACT PERSON: The County Clerk designates Rhonda Braun, or her designee, as the primary contact for the Jurisdiction. The contact person will act under the authority of the County Clerk and will have the primary responsibility for the coordination of the election with the Jurisdiction and completion of procedures assigned to the County Clerk. Nothing in this agreement will be interpreted to relieve the County Clerk or the Jurisdiction from their official responsibilities for the conduct of the election.

Primary Contact: Greg Tolbert
303-621-3127
elections@elbertcounty-co.gov

THE DUTIES OF THE COUNTY CLERK AND RECORDER ("CEO") ARE TO:

- Conduct the election for the Jurisdiction in accordance with the Code and Rules
- Facilitate voter registration
- Publish notice of election as required by C.R.S. § 1-5-205
- Prepare ballots as certified by the DEO
- Provide ballot printing layouts and text for proofreading and for signature approval by the DEO
- Certify the ballot content to the printer
- Assign numbering of ballot issue and/or ballot question
- Provide voter lists upon request of the DEO to check signatures on candidate petitions and Property Owner verification - $25 per list plus $5 USB

- File the proposed election plan with the Secretary of State as required by C.R.S. §1-7.5-105 (1)

- Appoint, compensate, instruct and oversee election judges, the Board of Canvassers, and any additional election staff

- Provide all necessary equipment, forms and personnel to conduct the election, including the County's electronic vote counting equipment

- Provide personnel to participate in the ballot counting procedures and all other necessary services for any recount

- Conduct three tests on all electronic voting equipment in accordance with C.R.S. § 1-7-509(1)(b) and Secretary of State, including a hardware test, public logic and accuracy test prior to the voting period , and a post-election test

- Publish notice of public voting equipment testing before voting begins
- Prepare and mail all Mail Ballot Packets as required by C.R.S. § 1-7.5-107 and § 1-8.3-110

- Conduct and oversee the process of counting the ballots and reporting the results by precinct

- Store all election records for a minimum of twenty-five (25) months as required by the Code

- Determine the order of the ballot and the order of the Ballot Issue Notice in the order of final ballot certification on a first received basis

- Establish precincts, voter service and polling centers, and ballot drop-off locations as required by law

ARTICLE THREE
RESPONSIBILITIES OF THE JURISDICTION

The Jurisdiction understands that there may be additional obligations and responsibilities, legal, contractual, or otherwise, placed upon the Jurisdiction outside the terms of this IGA. The Jurisdiction further understands that it is the responsibility of the Jurisdiction to be aware of all obligations and responsibilities of the Jurisdiction.

The Jurisdiction understands and agrees that any ballot content submitted to the County Clerk after the certification date may result in their candidates, issues or questions not being on the ballot. In such event, the Jurisdiction will be required to provide for its own election at its sole expense and the remaining terms and conditions of this Agreement will automatically terminate. The Jurisdiction is solely responsible for the content of any ballot issue and/or ballot question, including the title and summary of any

ballot issue and/or ballot question. The County Clerk may provide proofreading assistance (i.e. technical, grammatical, or syntactic proofing) but under no circumstance shall the County Clerk be responsible for the content.

DESIGNATED ELECTION OFFICIAL: The Jurisdiction designates the following as the DEO for the Jurisdiction to act as the primary liaison between the County Clerk and the Jurisdiction with primary responsibility for the election procedures to be handled by the Jurisdiction.

NAME: Michelle M. Oeser

THE DUTIES OF THE DESIGNATED ELECTION OFFICIAL (DEO) ARE TO:

- Provide the County Clerk with emergency contact numbers to be reached before and after normal office hours and on Election Day from 7:00 a.m. until the counting of the ballots is completed.

- Provide the County Clerk with a copy of the ordinance or resolution stating that the Jurisdiction will participate in the General Election in accordance with the terms and conditions of this Agreement. **The ordinance or resolution will also authorize the DEO of the Jurisdiction or other designated person to execute this Agreement.**

- Perform all responsibilities required to certify any candidate, including write-in candidates, and/or initiative petition(s) to the ballot. Petitions for nominations must be made available through the office of the DEO for the Jurisdiction.

- Inform all candidates running for office that the candidates must comply with Campaign Finance requirements (Article XXVIII of the Colorado Constitution, and Title 1, Article 45, C.R.S). A good resource for candidates is the Colorado Campaign and Political Finance Manual, which can be found at: http://tracer.sos.colorado.gov/PublicSite/Homepage.aspx.

- Verify signatures on all petitions.

- Verify the SCORE (Statewide Colorado Registration and Election) Street Address Library and confirm that the street listing is correct and accurate for the Jurisdiction. Only residential addresses within the Jurisdiction should be listed, not business or commercial addresses. Information will be used to identify eligible electors within the Jurisdiction.

- Certify the list of candidates, ballot issues and/or ballot questions and the titles and summaries of each ballot issue or question in the format as described in the attached "Format Information Page" to the County Clerk exactly as the list is to be printed on the ballot **no later than 5:00 P.M. on September 4, 2026.**

Certification is required electronically.

- **Confirm that candidates:**

  - Provide the phonetic pronunciation of each candidate's name to assist with the preparation of the audio ballot as required by SOS Rule 4.6.2.
  - Leave an audio recording of the candidate's name in the voice mail box **or** call the CEO at (720)-639-5855.
  - Provide the preferred abbreviation of any candidate's name that exceeds 20 characters for reports and web page display only.

- Recognize that the numbering of a ballot issue and/or ballot question is the sole responsibility of the CEO.

- Proofread the layout and the text of the Jurisdiction's portion of the official ballots before authorizing in writing the printing of the ballots. Authorization must be made **WITHIN THREE HOURS** of the County Clerk's email or fax transmission to the DEO.
  The expected date and time for this proofing will be before 5:00 p.m. on **Friday, September 11, 2026**. Should the DEO fail to contact the County Clerk within three hours of the County Clerk's email or fax transmission, the County Clerk will not be held responsible for any errors or omissions should they proceed with the printing of the ballots.

- Accommodate Property owners within the jurisdiction in the following ways:

  - Provide property owner list to County Clerk for mailing of mail ballot packets. Participating Jurisdictions that are required to permit taxpaying electors as defined by C.R.S. § 32-1-103(5) to vote in their elections, must provide a list of those eligible electors to the County Clerk. The list must include eligible electors which **are** included on the Assessor's property owner list and **are not** included on the registered voter list provided by the County Clerk.

  - Verify that each of the eligible electors on their prepared list is registered to vote in the state of Colorado. This process may be accomplished by requesting access to the Voter Lookup website available on the Colorado Secretary of State's web site: https://www.sos.state.co.us.

  - Submit the list of eligible electors to the County Clerk no later than September 18, 2026, and include the voter's full name, mailing address, and Colorado Voter ID number.

- Prepare, and be solely responsible for, the language for the Notice for each ballot issue (TABOR notice) relating to Section 20, Article X of the Colorado Constitution. (See Ballot Issue Notice Example Page)

- Accept and summarize Ballot Issue Pro/Con comments delivered to the Jurisdiction's DEO **by September 18, 2026.**

- Submit the Ballot Issue Notice in proper format to the CEO **by 5:00 p.m. September 21, 2026.**

- The County Clerk will determine the "least cost" method for mailing the Ballot Issue Notice package.

- It is the Jurisdiction's responsibility to coordinate with all other counties if district boundaries extend beyond Elbert County.

ARTICLE FOUR
COSTS

THE JURISDICTION AGREES THAT:

- Elbert County shall be the sole determiner as to whether legal counsel outside of the Elbert County Attorney's office is required or warranted to bring or defend legal or administrative action as referenced in this Agreement.

- Legal costs shall include, but are not limited to any costs incurred by Elbert County to enforce a provision of this Agreement or to defend any legal or administrative action brought by a candidate or Jurisdiction as it relates to this Agreement or the November 3, 2026, General Election.

- The Jurisdiction agrees to pay their proportional share of the actual costs of the election within 30 days of date of billing. The proportional share will be based upon the number of active voters eligible to vote within each Jurisdiction involved in the election, the number of Jurisdictions participating, and the number of ballot issues and/or items to be included on the ballot for each Jurisdiction.

- The charge for voter lists requested by the Jurisdiction is $25.00, plus $5.00 per USB drive. This must be paid at the time the list is requested.

- The Jurisdiction will reimburse costs of a recount (C.R.S. § 1-10.5-101 and § 1-11-215) except for costs collected from an "interested party" (C.R.S. § 1-10.5-106) which will be collected by the entity conducting the recount.

- The Jurisdiction will submit a deposit of $500 to the County Clerk at the time the ballot certification is submitted to the County Clerk but no later than 5:00 p.m. Friday, September 4, 2026. It is understood and agreed that the actual cost may be higher depending on questions presented to the Jurisdiction's electorate and the number of Jurisdictions that participate in the General Election.

ARTICLE FIVE

CANCELLATION OF THE ELECTION

- In the event that the Jurisdiction resolves not to hold the election, then the Jurisdiction shall comply with the provisions of C.R.S. § 1-5-208.

- Notice of such resolution shall be immediately provided to the County Clerk.

- If Jurisdiction cancels after ballot certification date, September 4, 2026, the Jurisdiction will be responsible for their proportional share of the election.

- Provide notice by publication (as defined in the Code) of the cancellation of the election to be posted in the office of the County Clerk, in the office of the DEO, at the primary location of the Jurisdiction, and, if the Jurisdiction is a special district, in the office of the Division of Local Government.

ARTICLE SIX
LIABILITY

The Jurisdiction agrees to indemnify, defend, and hold harmless the County to the extent permitted by law, from any and all loss, costs, demands or actions arising out of or related to any actions, errors or omissions of the Jurisdiction in completing its responsibilities relating to the November 3, 2026, General Election. Nothing in this provision will waive or otherwise limit the defense available to the Jurisdiction and the County under the Colorado Government Immunity Act. This Agreement shall not be construed to create any rights or benefits for any person who is not a party to this agreement.

ARTICLE SEVEN
MISCELLANEOUS

REQUIRED NOTICES: Any and all notices required to be given by the Parties by this Agreement are considered to have been received and to be effective:

1) three days after the documents have been mailed by certified mail, return receipt requested
2) immediately upon hand delivery
3) immediately upon receipt of confirmation that an email was received

To County: Elbert County Clerk and Recorder
PO Box 990
Kiowa, CO 80117
elections@elbertcounty-co.gov

To Jurisdiction: Town of Elizabeth
Attn: Michelle Oeser
PO Box 159
Elizabeth, CO, 80107
Email: moeser@townofelizabeth.org

AMENDMENT: This Agreement may be amended only in writing and in agreement by both parties.

INTEGRATION: The Parties acknowledge that this written Agreement, along with any attachments, constitutes the sole agreement between them, and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of that Party.

CONFLICT OF AGREEMENT WITH LAW, IMPAIRMENT: In the event that any provision of this Agreement conflicts with the Code, other statute, rule or valid prior resolution duly adopted by the Elbert County Board of County Commissioners, this Agreement will be modified to conform to such law, resolution or ordinance. No subsequent resolution or ordinance of the Board of County Commissioners or the governing body of the Jurisdiction shall impair the rights of the County Clerk or the Jurisdiction without the consent of the other party to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the latest date noted below.

COORDINATED ELECTION OFFICIAL:

By _____
Rhonda Braun, Elbert County Clerk and Recorder

Date _____

Town of Elizabeth

By _____ By _____

Michelle M. Oeser, DEO

Date _____ Date _____

_____

ATTACHMENTS:

1. Address Library Verification Form & Address Library Report
2. DEO Contact Information
3. Format Information Page
4. Sample Candidate Ballot Layout
5. Appointment of Observer by Jurisdiction Form
6. SOS Election Calendar

Street Address Library – Verification Form

General Election, November 3, 2026

JURISDICTION NAME: _____

The street ranges identified on the attached Address Library Report represent all the addresses within your jurisdiction according to our current voter registration system. *The Elbert County Elections Office only maintains residential addresses – not business or commercial addresses.* We are sending you this report to confirm that our street listing is correct and accurate. Information will be used to identify eligible electors within the Jurisdiction.

Please verify that the attached report includes all residential addresses within your jurisdiction and does not contain invalid addresses. If there is an error, note it on the table below. If there are no errors, omissions, or corrections, indicate that on the form and return it to us.

Street Name	Dir.	Street Type	Low/High Range	Odd/ Even	ZIP	Notes
***Example* - Main**	**E**	**St.**	**101/603**	**E**	**80117**	

I_____, _____, have reviewed the attached Address Library
(Printed Name) (Title)
Report provided by the Elbert County Elections Office and I certify it to be a true and accurate description of the street ranges defining the boundaries of the_____
except for any errors, omissions, and/or exceptions noted. (Jurisdiction Name)

_____ _____
Signature Date

DEO Contact Information
(Clerk's office use only)

*Please Print or type

Jurisdiction: _____

Designated Election Official (DEO): _____

Fax Number: _____

Email Address: _____

Business Hours: _____

Telephone Numbers (during normal business hours):

Emergency Telephone Numbers (before and after normal business hours):

Election Day (telephone numbers from 7:00 a.m. Election Day to 12:00 a.m. the following day):

Certification Format Information Page

Ballot certification is required in electronic format:

- **The electronic copy must be provided using Microsoft Word format. No PDF versions will be accepted.**

The electronic copy may be on a CD/USB or emailed to elections@elbertcounty-co.gov. The electronic copy must be received at the Elbert County Elections Office located at 440 Comanche Street, PO Box 990, Kiowa, CO 80117 no later than 5:00 p.m. on September 4, 2026.

Important: Per Rule 4.5.2(e) – Ballot questions and issues are numbered or lettered in the order in which the measures are certified to the ballot by the DEO. Submissions are considered certified once electronic copy has been submitted to the County Clerk. The County Clerk will assign numbering of a ballot issue and/or ballot question on or after ballot certification date.

Electronic version:	These requirements apply to the ballot content, as well as the Ballot Issue notice information. CD/USB or email using Microsoft Word is acceptable.
Spacing:	All text must have single line spacing.
Text:	For Ballot Issue Notice (tax issue), all ballot issue text must be typed in CAPITAL LETTERS. Pro/Con statements must appear in upper and lower case. Ballot questions (non-tax issues) must be typed in mixed case.
Tables/Columns:	Do not use columns or tables setting up files as these are difficult to reformat.
Audio Recording:	If the ballot certification includes candidates, the DEO shall notify the candidate that the candidate is to email a recording of the correct pronunciation of the candidate's name to elections@elbertcounty-co.gov or call 303-621-3122 to leave an audio recording of the candidate's name in the voice mail box.

This page is provided for your reference. It may be removed prior to returning the signed IGA to the Clerk and Recorder's office.

Sample Candidate Ballot Layout

DISTRICT NAME HERE
Name of Office here
Length of Term here
(Vote for_____) *Put the maximum number of candidates the voter can choose

_____ Candidate's name

_____ Candidate's name

_____ Candidate's name

_____ Candidate's name

_____ Candidate's name

SCHOOL DISTRICT NAME HERE
Name of the Office here
Length of Term here
(Vote for_____) *Put the maximum number of candidates the voter can choose

_____ Candidate's name

_____ Candidate's name

_____ Candidate's name

This page is provided for your reference. It may be removed prior to returning the signed IGA to the Clerk and Recorder's office.

Appointment of Observer by Jurisdiction for Public Logic and Accuracy Test of Voting Equipment
(Optional)

Jurisdiction Name:_____

Designated Election Official (DEO):_____

Name of Observer Appointed: _____

Observer's Contact Telephone Numbers:

Signature of Designated Election Official Date

Please return this page with the signed IGA if you choose to appoint an observer for the Public Logic and Accuracy testing of voting equipment.

Once the date of the Public Logic and Accuracy test has been set, the appointed observer will be notified. The date of the Public Logic and Accuracy test will be posted on the Elections webpage at http://elbertcounty-co.gov/.

TOWN OF ELIZABETH POLICE DEPARTMENT

CHIEF OF POLICE JEFF ENGEL

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 07/05/2026 to 07/18/2026

ELIZABETH POLICE DEPARTMENT'S MISSION STATEMENT:

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

The following is an informational breakdown of EPD police activity from **07/05/2026 at 12:01 a.m. to 07/18/2026 at 11:59 p.m.** This information is compiled from our Records Management System (RMS), identified as New World (NW), as well as Douglas County Regional Dispatch (DCRD) records.

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

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

Colorado Association of Chiefs of Police

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 07/05/2026 to 07/18/2026

Total Calls for Service:

336

Traffic Stops:

Total Stops:	Penalty Assessments Issued:	Warnings Issued:
61	19	42

Other Calls for Service:

Call Type:	Number of Calls:
911 Rapid SOS	2
Alarm-Business Burglary	1
Automatic License Plate Reader (ALPR) & Flock	3
Animal Barking	1
Animal Complaint	2
Animal Cruelty	2
Assist to Fire Department	3
Assist to Other Agency	7
Bar Check	2

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 07/05/2026 to 07/18/2026

Business Check	21
Citizen Assist	24
Citizen Contact	24
Civil	1
Crime Prevention	14
Damaged Police Department Property	1
Disturbance	2
DUI	1
Fireworks	1
Follow Up	44
Found Property	1
Harassment	3
House Watch	1
Increased Patrol	18
Informational Report	1
Juvenile Complaint	2
Littering Complaint	1
Medical Assist	9
Mental Health Hold	1

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ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 07/05/2026 to 07/18/2026

Missing Endangered Person	1
Motorist Assist	1
Municipal Ordinance Violation	10
Motor Vehicle Crash with Property Damage	6
Motor Vehicle Crash with Unknown Injuries	1
Park Check	3
Parking Complaint	18
Report Every Drunk Driver Immediately (REDDI)	3
Sex Offense	1
Solicitor	1
Special Assignment	3
Suicidal Subject	1
Suspicious Circumstance	5
Suspicious Person	2
Suspicious Vehicle	4
Traffic Complaint	1
Traffic Hazard	3
Trespass	1
Traffic Stop	61

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ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 07/05/2026 to 07/18/2026

Unwanted Subject	1
VIN Verify	7
Welfare Check	4
Wildlife	4

Open Patrol Division Criminal Investigations:

Case Number:	Call Type:	Details:
26-1417	Financial Crimes	Investigation into fraud of a resident.
26-1889	Financial Crimes	Investigation into theft and fraud of a resident.
26-3293	Sex Assault	Investigation into a Sex Assault.
26-3628	ICAC Tip	Investigation into a tip received from the Internet Crimes Against Children (ICAT) Task Force.
26-3599	Financial Crimes	Investigation into theft and fraud of a resident.
26-3459	Financial Crimes	Investigation into theft and fraud of a resident.
26-3769	Sex Assault	Investigation into a Sex Assault.

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 07/05/2026 to 07/18/2026

Open Community Services Division Municipal Ordinance Violations:

Case Number:	Call Type:	Notes:
26-3027	Municipal Ordinance Violation	Investigation into a property in violation of multiple Town codes.
26-3281	Municipal Ordinance Violation	Investigation into a property in violation of multiple Town codes.
26-3415	Animal Cruelty	Investigation into animal abuse that occurred in Town.
26-3590	Municipal Ordinance Violation	Investigation into a property in violation of multiple Town codes.

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

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 07/05/2026 to 07/18/2026

Closed Case/Incident Reports:

Case/Incident Number:	Call Type:	Details:
26-3142	Criminal Mischief	EPD responded to a reported damage to personal property. After investigation, there was insufficient evidence to pursue criminal charges.
26-3714	Mental Health Hold	EPD responded to a residence for a citizen who was experiencing a mental health crisis. The subject voluntarily elected to go to a mental health facility for evaluation. The EPD Officer transported the subject to that facility without incident.
26-3686	ICAC Operation	EPD along with Elbert and Lincoln County Sheriff's Offices conducted a joint ICAC operation. The operation yielded one physical arrest, and several warrants being sought for other individuals. There was also a large narcotic bust, the biggest in EPD's recent history, involved in the case.
26-3586	Assault on a Peace Officer	EPD concluded an investigation into a suspect who assaulted two EPD Officers. Charges were filed with the Elbert County District Attorney's Office.
26-3740	Driving Under the Influence of Alcohol	An EPD Officer conducted a traffic stop. It was determined the motorist was intoxicated. The motorist was subsequently arrested and booked into the Elbert County Jail.

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 07/05/2026 to 07/18/2026

26-3759	Disturbing the Peace & Fireworks/Open Burning Restrictions	EPD Officers responded to a large disturbance. After investigation, it was determined that one suspect had launched aerial fireworks which caused another suspect to challenge that suspect. Both parties were issued Municipal Summonses.
26-3755	Drug Violations	An EPD Officer conducted a traffic stop on a motorist. The Officer suspected there may be narcotics in the vehicle, and requested Elbert County to have their K9 respond; the K9 alerted on the vehicle. The car was searched and only one item of paraphernalia was located. The suspect was issued a summons.
26-3920	Missing Endangered Person	EPD responded to report that an elderly party with dementia was missing. EPD located the party who was in another jurisdiction. That jurisdiction coordinated the return of the party to a family member.
26-3919	Mental Health Hold	EPD responded to a residence on a report of a citizen experiencing a mental health crisis. After investigation, it was determined the party was a danger to themselves and was placed on an emergency mental health hold. The party was transported to a mental health facility without incident.
26-3498	Assist to Elbert County	EPD responded to assist ECSO on a shooting. EPD provided cover and once the scene was safe, the investigation was left with ECSO.

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 07/05/2026 to 07/18/2026

26-3079	Harassment	EPD closed a case of harassment. After investigation, it was determined a crime had occurred. The suspect was issued a municipal summons.
26-4069	Harassment	EPD responded to a reported harassment at a business. After investigation, there was insufficient information or evidence to proceed with criminal charges.
26-4100	Damaged Police Department Property	While conducting traffic, an Officers Guardian Angel became detached from its mount. The device was run over several times and rendered nonfunctional.
26-3778	Motor Vehicle Crash	EPD responded to a two-vehicle crash. The driver who violated the Model Traffic Code (MTC) was issued a municipal summons for a traffic offense.
26-3785	Motor Vehicle Crash	EPD responded to a two-vehicle crash. The driver who violated the Model Traffic Code (MTC) was issued a municipal summons for a traffic offense.
26-3852	Motor Vehicle Crash	EPD responded to a two-vehicle crash. The driver who violated the Model Traffic Code (MTC) was issued a municipal summons for a traffic offense.
26-3891	Motor Vehicle Crash	EPD responded to a two-vehicle crash. The driver who violated the Model Traffic Code

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 07/05/2026 to 07/18/2026

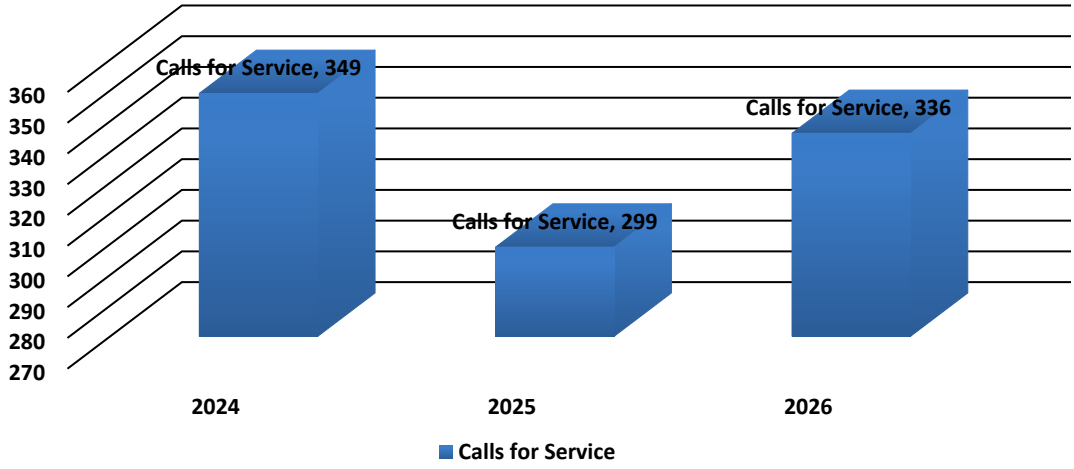
		(MTC) was issued a municipal summons for a traffic offense.
26-3950	Motor Vehicle Crash	EPD responded to a two-vehicle crash. The driver who violated the Model Traffic Code (MTC) was issued a municipal summons for a traffic offense.
26-4054	Motor Vehicle Crash	EPD responded to a vehicle vs. a deer. The deer was killed in the crash; the driver was uninjured. A crash report was taken.

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

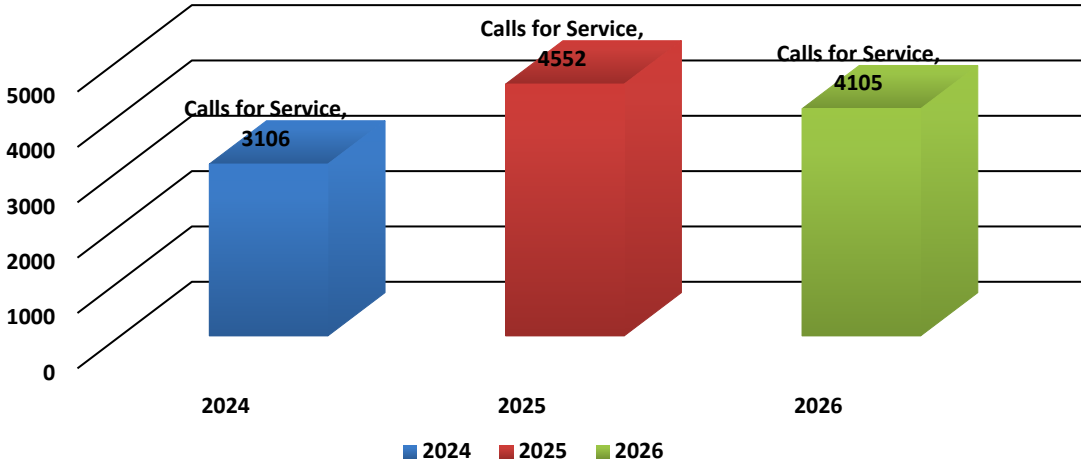
Period: 07/05/2026 to 07/18/2026

Historical Data:

Calls for Service For Same Period:



Total Calls for Service Year to Date



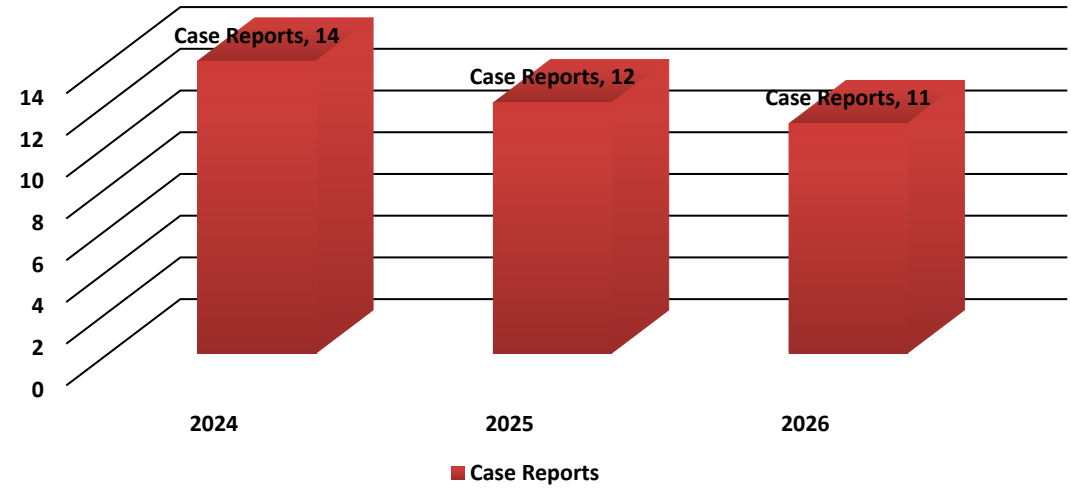
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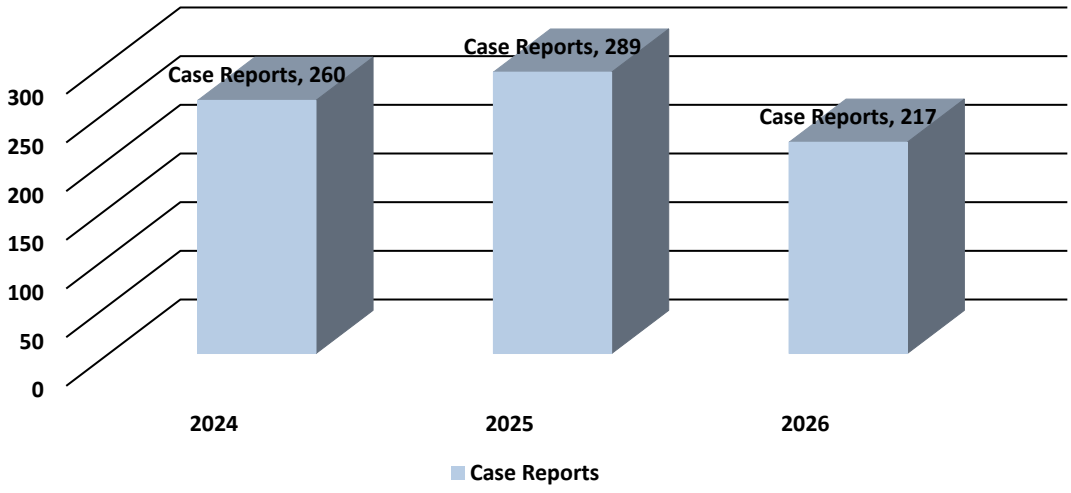
ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 07/05/2026 to 07/18/2026

Case Reports Pulled For Same Period:



Total Case Reports Pulled Year to Date:



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Colorado Association of Chiefs of Police

Town of Elizabeth Police Department Monitoring Report

July 14, 2026

Departmental Updates:

- On Friday, July 17, Elizabeth Police K-9 Bob passed away following a brief illness.

  Bob was much more than a police working dog—he was a fixture at the Elizabeth Police Department and a cherished member of the EPD family. A 7-year-old Belgian Malinois, Bob faithfully served the community as an apprehension, tracking, and narcotics detection dog. Throughout his career, he assisted with numerous tracking operations and supported the department through narcotics detection efforts at local schools.

  Bob was also a familiar and beloved presence at community events. In true Bob fashion, he often stole the show wherever he went. Whether attending public gatherings, department events, or school functions, Bob had a unique ability to connect with people. Children and adults alike were drawn to him, and he quickly became one of the most recognizable members of the department.

  Most importantly, Bob shared an extraordinary bond with his handler, Officer Frank. The connection they shared was evident to everyone who saw them together. Bob's loss is deeply felt throughout the Elizabeth Police Department and our community, but especially by Frank and his wife, Lisa.

  In recognition of Bob's service and the legacy he leaves behind, Bob was escorted home to the Elizabeth Police Department. We are grateful to the Castle Rock Police Department and the Colorado State Patrol for their assistance in bringing Bob home. We also extend our sincere appreciation to the Elbert County Sheriff's Office, Lone Tree Police Department, and the Elizabeth Fire Department for joining the procession and honoring Bob's service.

  Bob's faithful service, and impact on our department and community will never be forgotten. His legacy will continue to live on through the work of Frank and his dedicated team of K-9 handlers.

Bob will always be remembered and never forgotten.
Bob, we have the watch from here. Rest in peace.

- National Night Out will be held on August 4, 2026. Officer Tucker, Mandy, and PattyAnn have been working tirelessly behind the scenes to plan, coordinate participants, secure donations, and organize what promises to be another outstanding community event.
  The response from our community has been tremendous, and we anticipate strong participation from residents, businesses, and community partners. National Night Out provides a valuable opportunity to strengthen relationships between the police department and the community we serve while showcasing the many organizations and individuals who contribute to making Elizabeth a great place to live.

  I would like to extend a special thank you to Officer Tucker, Mandy, and PattyAnn for their dedication and hard work. Their commitment, attention to detail, and countless hours of preparation have been instrumental in creating the momentum and enthusiasm surrounding this year's event. Without their efforts, National Night Out would not be possible.

  We look forward to welcoming the community on August 4 and celebrating the partnerships that make Elizabeth such a strong and connected community.

- The Elizabeth Police Department worked with the Elbert County Sheriff's Office on an Internet Crimes Against Children (ICAC) operation. Elbert County was the lead organization. EPD supported the operation. No arrests were made during the operation.
- The final town hall meeting on e-bikes was presented on July 18, 2026. There was no community participation.

Training Updates:

- Commander Cutler is entering the last two months of Northwestern Command College.
- Officer Mike Sammauro graduated from Crisis Intervention Training (CIT) hosted by Douglas County.
- Annual driver's training was conducted at the Arapahoe County driving track. Slow-speed precision driving and pursuit considerations were trained.

July 28, 2026

Management Team Updates

Community Development — Alexandra Cramer, AICP, Community Development Director

Current Activities (2025-2026)

- **Gesin Lot:** The RFQ has been revised based on the discussion at the July 14th, 2026 meeting. The plan is to publish the RFQ in August.
- **Façade Grant Program:** The 2026 Façade Grant Program is open for applications. Staff is accepting applications from June 1-July 24, with awards being given by August 7. Information has been sent out to qualifying properties and is located on the Town's website. We have received 5 applications.
- **HAB:** The HAB presented the 2026 Historic Building Coloring Contest awards at the first Friday Night Market on June 12th. All winners and entries can be found on the HAB's website.
- **MSBOD:** The MSBOD and Staff held a successful Spring Main Street Car Show with approximately 70 show car participants and a few hundred public attendees. This was held on May 29th. The next Main Street Car Show will be Friday, August 21st.
- **2026 Event Planning:** Staff is actively planning the Main Street 5K/Color Run and the 250/150 Community Celebration. A full calendar of Town events is available on the Town's website.
- **Planning Commission:** The Planning Commission has begun reviewing and discussing the 2019 Comprehensive Plan during their regularly scheduled meetings.
  Code Updates: An ordinance is being prepared to go to the Planning Commission and Board of Trustees in August for the proposed amendment to accessory building requirements.
  Staff is working on identifying areas in the code that are recommended to be updated/revised. Staff has seen a notable uptick in resident inquiries regarding ADUs — specifically how property owners can pursue them on their properties. This trend appears consistent with broader challenges around home ownership affordability and the need for income supplementation. In reviewing the Town's current ADU requirements, staff has found them to be outdated relative to other Colorado municipalities. Staff plans to bring this to the attention of the Planning Commission and Board of Trustees in the coming month. Staff is also continuing research on downtown district height standards. If the Board has additional code topics it would like to see addressed, please let staff know.

Background & Context — Main Street Board

- **2026 Licensing Activity:** In 2026, the CD Department has processed 17 new business licenses to date, 12 of which were issued in April alone. New businesses include*: TPLO2GO (313 E Kiowa Ave), Legends Real Estate (276 E Kiowa Ave #104), Elizabeth Card and Game (210 S Elizabeth St), Rock Canyon Roofing (375 S Main St), Sizzor Magic Hair & Nail Salon (796 E Kiowa Ave*

#109), All Star Pet Grooming (724 E Kiowa Ave #106), Montessori School of Elizabeth (635 W Beverly St), Light to Wellness (810 E Kiowa Ave #107), Golden Spur Feed Store (125 S Tabor St), Elizabeth Liquors (787 Crossroads Circle), Heritage Cleaners (276 E Kiowa Ave #106), Doug's Diner (724 E Kiowa Ave), Insightful Healing Therapy (286 S Main St), Safeway Fuel Center #1532 (110 S Elizabeth St), ECC Kitchen & Bath (755 Crossroads Circle #101/102), Elevated Auto Body 2 LLC dba Bender Menders LLC (763 Crossroads Circle), and The Pokémon Company International Inc (220 S Elizabeth St).

- **Chamber Collaboration (October 25):** Some members on the MSBOD will be assisting the Elizabeth Chamber of Commerce at their BooBash on October 25th. This cooperation came out of several meetings the MSBOD had with Chamber on how to better collaborate and assist with each organization's events and efforts. The MSBOD is also sponsoring a musician to play on Main Street during the event from 11am-1pm to encourage attendees to stay and patronize the businesses.
- **2025 5K and Family Color Run:** The 5K and Family Color Run was a success this year. We had approximately 240 participants. We were sponsored by the following organizations/businesses: Waste Management, Independence/Craft Companies, Potestio Brothers, Bobo Bars, EBC, EPR District. We partnered with the Elizabeth Chamber of Commerce to help coordinate sponsorships to pay for the t-shirts this year. We received donations from the following businesses: RNK Running & Walking, Sprouts, Mountain Man, Randy's Antiques, IC Threads, The Nest, EBC, The Prickly Pear and Coffee House on Mainstreet, Carriage Shoppes. We had volunteers from the following organizations: EHS Poms Team, Running Creek PTCO, Boy Scout Troop 636, Elbert Schools Booster Club, Elbert County Fair Royalty, Kiowa Schools, and Redstone Bank.
- **DOLA Colorado Main Street Manager Summit:** Staff attended the Colorado Main Street Manager Summit in Lyons, where Main Street communities across the state presented their recent work. Notable accomplishments included: Windsor received the Colorful Colorado Choice Award for their Downtown Master Plan and launched a new 501(c)(3) Main Street Partnership; Silverton secured full funding for their Blair Street Revitalization Project; Town of Lyons completed town-wide wayfinding signage; Pagosa Springs supported downtown businesses through a two-year US 160 reconstruction; Rifle launched "Third Thursday on Third Street"; Wellington completed two new downtown murals and launched their Walk of Fame project; Victor adopted a new Land Use Code and launched a Revitalization Program providing $7,500 property improvement grants to 10 businesses. The MSBOD will review all accomplishments presented at the summit to identify programs and initiatives that could be adapted for Elizabeth.
- **Main Street Car Show (September 5, 2025):** The Main Street Car Show took place on September 5th, 2025. There were over 80 cars that participated. We had 3 food trucks and a local musician. We received good feedback from both participants and attendees—some that were visiting Elizabeth Main Street for the first time. The MSBOD would like to explore another car show in the spring.
- **Colorado Main Street Community of the Year Award (2024):** The MSBOD was named the Colorado Main Street Community of the Year in 2024. As part of

this recognition, the Town was awarded professional services from DOLA Main Street with Ayres Associates to conduct a development analysis for the Gesin Lot. The analysis was completed in June with the report scheduled for presentation to the BOT in July.

- **Oddfellows Building Mural (May):** Through DOLA mini grant funds, Staff and MSBOD members collaborated to install a mural on the Oddfellows building in May. The public art installation has received positive community reactions.
- **Chamber of Commerce Partnership Development:** The MSBOD is working to build stronger partnerships with the Chamber of Commerce. Staff and MSBOD members have met with the Chamber several times over the past six months to identify collaboration opportunities and improve resources for the business community. Staff also coordinated a meeting with DOLA Main Street and the Chamber to further these discussions. All meetings have been successful, with the Chamber moving forward to assist with 5K sponsorships for the first time.
- **Locable Website Development:** The MSBOD's Locable website continues to grow with approximately 40 local businesses and organizations registered in the directory. The website has been opened to all businesses within Town limits and features numerous events in the calendar. Staff and the MSBOD will continue promoting the website as the Elizabeth area's primary event calendar resource.
- **ElizaBash Weekend Promotion:** During ElizaBash weekend, the MSBOD provided Main Street stickers, temporary tattoos, and bags to participating Main Street businesses for patron distribution. The businesses expressed appreciation for these promotional offerings.
- **Networking Event (May):** The MSBOD held a networking event at Elizabeth Brewing Company in May with approximately 50 attendees from various boards, organizations, businesses, and the general public. The event was catered by the Elizabeth High School Culinary Class and was successful.
- **Stampede Participation:** The MSBOD attempted to attend the Stampede, but their participation was cut short due to storms and tent malfunctions.

Background & Context — Historic Advisory Board

- **Oral History Program:** The HAB continues to expand their oral history collection available at historicelizabethco.org. Bob Rasmussen and Lynn Mitchell, with the assistance of Dianna Hiatt, have been conducting interviews and compiling oral histories. The website currently features 10 completed oral histories with a backlog of additional interviews to be posted. These have proven to be an effective community engagement tool, with social media generating 250+ engagements on Facebook.
- **11th Historic Walk and Talk (September 27):** The HAB held their 11th Historic Walk and Talk on September 27th at 9:30am with approximately 100 attendees. The event received positive feedback from both new and returning participants. Highlights included a tour of the Oddfellows building and a first-person historic character enactment performed by a Historic Advisory Board member, who dressed in historically accurate attire and portrayed Elsie Banes through monologue. Staff created brochures focusing on the town's historic figures for distribution at the event. American Legion provided lunch, and Elizabeth Brewing

Company featured their "Elizabrew" commemorating the town's 135-year anniversary.

- **Museum Tour:** The HAB recently took a tour of the Elbert County Museum and got to meet some of their board members.
- **Historic Building Coloring Contest:** The HAB completed their first historic building coloring contest and received 14 entries. Community voting determined winners from each grade level (K-3rd). The four winners received award bags presented at the First Friday Night Market, and all participants were offered complimentary DQ ice cream cones. The Town thanks the Library District and Elbert County Artist Guild for their partnership on this project. All contest entries can be viewed on the HAB's website.
- **Historic Property Research:** Historic property research efforts are ongoing with several properties completed. As research is finalized, properties are added to the virtual walking tour map on the HAB's website. Property owners receive completed packets of research findings. Staff has received positive feedback from property owners expressing gratitude for the opportunity to meet with HAB members and learn previously unknown history about their properties.
- **Partnership Development:** The HAB is exploring new partnerships with the Library District as well as the Elbert County Historical Society and Museum.

Additional Department Updates

- **Consulting Services Clarification:** At the workshop on October 20th, a comment was made that suggested eliminating SAFEbuilt consulting services as a budget cut, with the implication that Community Development staff should be doing this work instead. This assumes the work is not already being done in-house, which is incorrect. Community Development manages project coordination, stakeholder communication, code compliance, public engagement, Board presentations, and long-range planning. Consulting services provide technical input on specific matters, not ongoing project management or regular planning review. Since the Planner/Project Manager position was filled in 2023, Community Development staff has managed and reviewed all projects. Multiple projects have been presented to and approved by the Board without any third-party consultation. This includes projects managed after the department was reduced by a third in December 2024. The 350 S Elbert Street Subdivision represents a specific exception where the former director established a third-party arrangement in 2022 for project management due to applicant difficulties, and this was kept in place for continuity with both staff and the applicant through the director's departure. With Walnut Grove, SAFEbuilt was used as a planning resource and second opinion through coordination with the applicant, engineering consultants, and staff on how planning and engineering considerations intersected. Plan review against code is only one small part of what planning and project management entails. The reality is that the town's zoning code and PUDs are outdated and create situations that are rarely black and white. Relying on a single planner to interpret these ordinances without peer review at times is not responsible planning. SAFEbuilt has worked with the Town for over eight years and knows how things generally work here. Getting a second

set of eyes on certain situations is standard practice and ultimately protects the Town.

Background & Context — Ongoing Initiatives

- **Greater Elizabeth PROST Master Plan:** The master plan was approved by the Town's BOT, EPR District, and Elizabeth School District.
- **2025 Neighborhood Block Parties:** Neighborhood block parties took place over the course of June, July, and August. *If the BOT plans to move forward with long-range planning initiatives such as a Facilities Master Plan or a Comprehensive Plan Update in 2026-2027, neighborhood block parties should be considered for a way to reach and receive authentic feedback from residents.*
- **Advisory Board Onboarding Packets:** Staff is working on developing onboarding packets for all three boards: Planning Commission, Historic Advisory Board, and Main Street Board of Directors.
- **Permit Document Updates:** Staff is updating permit documents and creating a one-stop shop informational packet to streamline the permitting process.
- **Strong Towns Workshop Series:** The Planning Commission participated in Strong Towns workshops on 08/20/2024 and 09/03/2024. More information can be found on the Town's website under Community Development and Planning Commission. Additional PC training will be researched to help prepare them for a potential comprehensive plan update.

TOWN OF ELIZABETH

MICHAEL DEVOL/PUBLIC WORKS DIRECTOR

To:	Honorable Mayor, Mayor Pro-Tem, and Town Board of Trustees
From:	Mike DeVol, Public Works Director
Date:	July 28, 2026
Subject:	Public Works Monitoring Report

Town Street Paving Improvements Project:

1. Ongoing projects for the year 2026.
2. Receiving Price quotes for Chip Seal County Road 13 from school water tank North for the 2027 Budget Planning.
3. Hillside Paving and Wade Park Improvements project has begun and progress is taking place.
4. PW has relayed contact information to Nexcivil for Sprouse Ct. business owners to open discussions on staging and possible repairs to privately owned Sprouse Ct.
5. Nexcivil will be providing an updated Construction Schedule for June 10th and scheduling Public Meetings. This will be announced with door hangers and posted on the Town website for meeting(s) at Town Hall.

Town Main St. Decorations:

1. PW has done general clean-up of Planters and weeding along Mainstreet landscaping areas.
2. PW has spoken with Community Development to open conversations with the Main St. Board for the up-keep of the Planters and the addition of flowers.

Town Wells, Tanks, and Effluent:

1. Plant Effluent (waste treated outflow) for June 2026 = 4,960,624 gallons; Avg. Daily 165,354gallons (gpd) or .165 mgd (33.0% capacity) and Plant is rated for 500,000 gpd or .5mgd. Once Treatment Flows show 85% or 425,000 gallons per day, we need to start engineering for plant expansion per CDPHE. Public Works currently has pre-engineering completed in advance of the 85% threshold.
2. Macquire Tank Company has received approval from CDPHE for the screened vents and installation will be taking place within the next month.
3. Public Works has a memo in this BOT packet to institute Watering restrictions effective March 1, 2026 due to the severe drought with no weather forecast relief in the near future for the high plains.
4. Please see the attached Wells usage update as reported to the State on a monthly basis.

Town Water Line (NON) Emergency Repair:

N/A

Town Hall Repairs/Landscaping Plan:

1. No report.

Town Walkway Repairs:

1. PW will be installing a chase drain on the North side sidewalk of the carriage shop to allow run-off water to go under the sidewalk rather than over it and causing icy walking conditions during the winter months.
2. PW has completed the addition of a drain for storm run-off at the corner of the Elizabeth Brewing Company planter box/retaining wall. PW will include a full report by the Towns Foundation Engineer JVA, Martin with Terracina Engineering for the drain line, installation and a written report from Public Works outlining no further issues.

Town Street Maintenance/Striping Projects:

1. Striping will take place during the fall/ before the school year and as weather allows.

Town Snow Plowing and Street Sweeping:

1. Public Work continues to sweep streets as needed from excessive Pinecone droppings this year.

Town New Wells at Ritoro/Gold Creek Valley:

Town Trail Project:

1. Fencing around the Depot Lot detention pond has been completed.

Town Police Department:

Gold Creek Lift Station Improvements:

Gold Creek Wastewater Treatment Plant:

1. No Report/see Town Wells and Effluent.

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

1. Paint Round Up will be hosted at Big Store parking lot in August of 2026 by Paint Care of Colorado.

Town Public Works News: Please Note Speed Limit for Main Street is 15MPH for Pedestrian Safety

Town Farmers Market:

1. CDOT will begin Staging for the Mill and Asphalt Overlay project on Highway 86 between County Road 17 and County Road 13 during the week of July 8th.
2. Most of the work will take place at night, to disrupt traffic as little as possible.

Town Parks and Right of Way:

1. Public Works have begun mowing and trimming rights-of-way and all parks with the arrival of the much-needed rains.

Upcoming Projects:

1. PW has completed the 2025 CDPHE Annual Reporting.
2. Annual biosolids sampling will take place in October 2025 for CDPHE (state) compliance.
3. Regulation 85 Nutrient (federal) monitoring will be conducted in October of 2025 for acceptance by CDPHE.
4. PW has completed a round of PFAFs (radiation/radiological). Results have been reported to CDPHE.
5. Water Augmentation and Recording.
6. Water lead and copper sampling.
7. Water constituents for heavy metals sampling.
8. Annual DMR (Daily Monitoring Report) Gold Creek Wastewater Plant.
9. Tree City USA Application accepted and approved by Tree City USA.
10. Trail DOLA findings and inspections. Addition of willow cuttings planted.
11. PW is conducting the Highway User Tax Fund (HUTF) reporting and data processing for 2025.
12. PW has completed lead and copper testing per CDPHE guidelines for 2025.
13. Flushing of entire town's water supply system is completed every 6 months.
14. Cleaning of the Storm Drainage systems.

Mike DeVol
Town of Elizabeth
Public Works Director
GCWWTP Operations
303-913-6453
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Town of Elizabeth
Monthly Accounting - Leases

HRS Water Consultants, Inc.

2026 Water Year

Duke Lease - Entered into August 24, 2004.

Month	Total Gold Creek Effluent Usage (af)	Duke Lease (af)	Difference/Surplus Effluent (af)
November	16.29	1.7	14.59
December	17.93	1.3	16.63
January	19.62	0.9	18.72
February	17.18	0.7	16.48
March	19.12	0.5	18.62
April	16.62	0.4	16.22
May	19.08	0.3	18.78
June		0.4	-0.40
July		0.9	-0.90
August		2.1	-2.10
September		3.3	-3.30
October		2.5	-2.50
WY Total	**125.8**	**15.0**	**79.6**

Town of Elizabeth
Monthly Accounting - Leases

HRS Water Consultants, Inc.

2025 Water Year

Duke Lease - Entered into August 24, 2004.

Month	Total Gold Creek Effluent Usage (af)	Duke Lease (af)	Difference/Surplus Effluent (af)
November	15.31	1.7	13.61
December	14.84	1.3	13.54
January	15.96	0.9	15.06
February	14.51	0.7	13.81
March	16.10	0.5	15.60
April	15.09	0.4	14.69
May	15.22	0.3	14.92
June	14.14	0.4	13.74
July	15.58	0.9	14.68
August	15.31	2.1	13.21
September	16.69	3.3	13.39
October	16.16	2.5	13.66
WY Total	**184.9**	**15.0**	**142.8**

Town of Elizabeth
Monthly Accounting - Leases

HRS Water Consultants, Inc.

2024 Water Year

Duke Lease - Entered into August 24, 2004.

Month	Total Gold Creek Effluent Usage (af)	Duke Lease (af)	Difference/Surplus Effluent (af)
November	16.98	1.7	15.28
December	18.60	1.3	17.30
January	19.40	0.9	18.50
February	16.18	0.7	15.48
March	16.47	0.5	15.97
April	15.20	0.4	14.80
May	14.54	0.3	14.24
June	13.42	0.4	13.02
July	13.34	0.9	12.44
August	14.97	2.1	12.87
September	14.58	3.3	11.28
October	14.66	2.5	12.16
WY Total	**188.3**	**15.0**	**140.8**

Town of Elizabeth
Monthly Accounting - Leases

HRS Water Consultants, Inc.

2023 Water Year

Duke Lease - Entered into August 24, 2004.

Month	Total Gold Creek Effluent Usage (af)	Duke Lease (af)	Difference/Surplus Effluent (af)
November	15.71	1.7	14.01
December	14.42	1.3	13.12
January	15.61	0.9	14.71
February	15.11	0.7	14.41
March	16.03	0.5	15.53
April	18.18	0.4	17.78
May	18.41	0.3	18.11
June	17.12	0.4	16.72
July	16.81	0.9	15.91
August	16.71	2.1	14.61
September	16.30	3.3	13.00
October	16.60	2.5	14.10
WY Total	**197.0**	**15.0**	**154.9**

Town of Elizabeth
Denver Basin Wells - Monthly Accounting

HRS Water Consultants, Inc.

2026 Water Year		Meter Serial # 69269247 Permit 75162-F WDID # 0113127 Lower Dawson Middle School Well A				Meter Serial # 86945024 Permit 052511-F WDID # 0113128 Denver Middle School Well B				School Wells Total	Meter Serial # 20231323 Permit 15617-F-R WDID #0106440 Dawson Well No. 2				Meter Serial # 20100899 Permit 16210-F-R WDID #0106437 Denver Bishop Well A				Meter Serial # 20072055 Permit 044454-F WDID #0109931 Arapahoe Well A-1				*Meter Serial # - 21234549* Permit 84415-F WDID #0113129 Denver Well D-2				*Meter Serial # - 21234551* Permit 84416-F WDID #0113130 Arapahoe Well A-2				All Wells
Water Year 2026	Month	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Monthly Volume	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Monthly Volume
		gallons	af	af	af	gallons	af	af	af	af	gallons	af	af	af	gallons	af	af	af	gallons	af	af	af	gallons	af	af	af	gallons	af	af	af	af
1/11/2025	November 1st	64,774,000	0.00	0.00	21.00	1,032,000	0.00	0.00	39.70		7,326,400	0.00	0.00	50.00	47,071,300	0.00	0.00	150.00	17,104,700	0.00	0.00	127.40	68,869,464.00	0.00	0.00	90.40	52,576,972.00	0.00	0.00	88.10	
1/12/2025	December 1st	64,774,000	0.00	0.00	21.00	1,032,000	0.00	0.00	39.70	0.00	7,326,400	0.00	0.00	50.00	47,071,300	0.00	0.00	150.00	17,915,520	2.49	2.49	124.91	71,962,936.00	9.49	9.49	80.91	53,876,752.00	3.99	3.99	84.11	15.97
1/1/2026	January 1st	64,774,000	0.00	0.00	21.00	1,032,000	0.00	0.00	39.70	0.00	7,326,400	0.00	0.00	50.00	47,071,300	0.00	0.00	150.00	17,915,520	0.00	2.49	124.91	75,503,744.00	10.87	20.36	70.04	55,542,968.00	5.11	9.10	79.00	15.98
1/2/2026	February 1st	64,774,000	0.00	0.00	21.00	1,032,000	0.00	0.00	39.70	0.00	7,326,400	0.00	0.00	50.00	47,071,300	0.00	0.00	150.00	17,915,520	0.00	2.49	124.91	79,007,488.00	10.75	31.11	59.29	57,305,588.00	5.41	14.51	73.59	16.16
1/3/2026	March 1st	64,744,000	0.00	0.00	21.00	1,032,000	0.00	0.00	39.70	0.00	7,326,400	0.00	0.00	50.00	47,071,300	0.00	0.00	150.00	17,915,520	0.00	2.49	124.91	82,080,152.00	9.43	40.54	49.86	59,032,760.00	5.30	19.81	68.29	14.73
1/4/2026	April 1st	65,423,000	2.08	2.08	18.92	1,032,000	0.00	0.00	39.70	2.08	8,769,100	4.43	4.43	45.57	47,147,100	0.23	0.23	149.77	20,263,320	7.21	9.69	117.71	83,331,152.00	3.84	44.38	46.02	59,711,036.00	2.08	21.90	66.20	19.87
1/5/2026	May 1st	66,708,000	3.94	6.03	14.97	1,032,000	0.00	0.00	39.70	3.94	10,890,100	6.51	10.94	39.06	47,147,100	0.00	0.23	149.77	24,985,700	14.49	24.19	103.21	83,331,152.00	0.00	44.38	46.02	59,711,036.00	0.00	21.90	66.20	24.95
1/6/2026	June 1st	67,726,000	3.12	9.15	11.85	1,032,000	0.00	0.00	39.70	3.12	13,072,800	6.70	17.64	32.36	47,953,300	2.47	2.71	147.29	30,434,400	16.72	40.91	86.49	83,459,776.00	0.39	44.78	45.62	59,870,104.00	0.49	22.38	65.72	29.90
1/7/2026	July 1st		0.00	9.15	11.85		0.00	0.00	39.70	0.00		0.00	17.64	32.36		0.00	2.71	147.29		0.00	40.91	86.49		0.00	44.78	45.62		0.00	22.38	65.72	0.00
1/8/2026	August 1st		0.00	9.15	11.85		0.00	0.00	39.70	0.00		0.00	17.64	32.36		0.00	2.71	147.29		0.00	40.91	86.49		0.00	44.78	45.62		0.00	22.38	65.72	0.00
1/9/2026	September 1st		0.00	9.15	11.85		0.00	0.00	39.70	0.00		0.00	17.64	32.36		0.00	2.71	147.29		0.00	40.91	86.49		0.00	44.78	45.62		0.00	22.38	65.72	0.00
1/10/2026	October 1st		0.00	9.15	11.85		0.00	0.00	39.70	0.00		0.00	17.64	32.36		0.00	2.71	147.29		0.00	40.91	86.49		0.00	44.78	45.62		0.00	22.38	65.72	0.00
1/11/2026	November 1st		0.00	9.15	11.85		0.00	0.00	39.70	0.00		0.00	17.64	32.36		0.00	2.71	147.29		0.00	40.91	86.49		0.00	44.78	45.62		0.00	22.38	65.72	0.00
	Annual Total		**9.15**				**0.00**		39.70	**9.15**		**17.64**				**2.71**				**40.91**				**44.78**				**22.38**			

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

July 2025 new meter installed, adding new meter value to old read for remainder of water year. Actual read will start Nov 2026.

Town of Elizabeth
Denver Basin Wells - Monthly Accounting

HRS Water Consultants, Inc.

2025 Water Year		Meter Serial # 69269247 Permit 75162-F WDID # 0113127 Lower Dawson Middle School Well A				Meter Serial # 86945024 Permit 052511-F WDID # 0113128 Denver Middle School Well B				School Wells Total	Meter Serial # 20231323 Permit 15617-F-R WDID #0106440 Dawson Well No. 2				Meter Serial # 20100899 Permit 16210-F-R WDID #0106437 Denver Bishop Well A				Meter Serial # 20072055 Permit 044454-F WDID #0109931 Arapahoe Well A-1				*Meter Serial # - 21234549* Permit 84415-F WDID #0113129 Denver Well D-2				*Meter Serial # - 21234551* Permit 84416-F WDID #0113130 Arapahoe Well A-2				All Wells
Water Year 2025	Month	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Monthly Volume	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Monthly Volume
		gallons	af	af	af	gallons	af	af	af	af	gallons	af	af	af	gallons	af	af	af	gallons	af	af	af	gallons	af	af	af	gallons	af	af	af	af
1/11/2024	November 1st	56,293,000	0.00	0.00	21.00	1,032,000	0.00	0.00	39.70		6,635,200	0.00	0.00	50.00	23,694,800	0.00	0.00	150.00	74,087,500	0.00	0.00	127.40	47,110,960.00	0.00	0.00	90.40	42,034,756.00	0.00	0.00	88.10	
1/12/2024	December 1st	56,293,000	0.00	0.00	21.00	1,032,000	0.00	0.00	39.70	0.00	6,635,200	0.00	0.00	50.00	23,694,800	0.00	0.00	150.00	79,047,300	15.22	15.22	112.18	47,110,960.00	0.00	0.00	90.40	42,034,756.00	0.00	0.00	88.10	15.22
1/1/2025	January 1st	56,293,000	0.00	0.00	21.00	1,032,000	0.00	0.00	39.70	0.00	6,635,500	0.00	0.00	50.00	25,686,100	6.11	6.11	143.89	82,011,300	9.10	24.32	103.08	47,110,960.00	0.00	0.00	90.40	42,034,756.00	0.00	0.00	88.10	15.21
1/2/2025	February 1st	56,293,000	0.00	0.00	21.00	1,032,000	0.00	0.00	39.70	0.00	6,635,500	0.00	0.00	50.00	27,044,800	4.17	10.28	139.72	82,011,300	0.00	24.32	103.08	49,853,652.00	8.42	8.42	81.98	43,649,596.00	4.96	4.96	83.14	17.54
1/3/2025	March 1st	56,293,000	0.00	0.00	21.00	1,032,000	0.00	0.00	39.70	0.00	6,635,500	0.00	0.00	50.00	27,044,800	0.00	10.28	139.72	82,011,300	0.00	24.32	103.08	53,332,332.00	10.68	19.09	71.31	45,092,648.00	4.43	9.38	78.72	15.11
1/4/2025	April 1st	56,460,000	0.51	0.51	20.49	1,032,000	0.00	0.00	39.70	0.51	6,635,500	0.00	0.00	50.00	27,044,800	0.00	10.28	139.72	83,485,300	4.52	28.84	98.56	54,880,872.00	4.75	23.85	66.55	47,514,680.00	7.43	16.82	71.28	17.22
1/5/2025	May 1st	56,711,000	0.77	1.28	19.72	1,032,000	0.00	0.00	39.70	0.77	6,635,500	0.00	0.00	50.00	27,044,800	0.00	10.28	139.72	89,365,200	18.05	46.89	80.51	54,880,872.00	0.00	23.85	66.55	47,662,076.00	0.45	17.27	70.83	19.27
1/6/2025	June 1st	58,035,000	4.06	5.35	15.65	1,032,000	0.00	0.00	39.70	4.06	6,635,500	0.00	0.00	50.00	27,044,800	0.00	10.28	139.72	94,746,400	16.52	63.40	64.00	57,442,532.00	7.86	31.71	58.69	49,662,832.00	6.14	23.41	64.69	34.58
1/7/2025	July 1st	59,213,000	3.62	8.96	12.04	1,032,000	0.00	0.00	39.70	3.62	7,037,500	1.23	1.23	48.77	30,925,300	11.91	22.19	127.81	99,956,100	15.99	79.39	48.01	59,810,328	7.27	38.98	51.42	50,506,104	2.59	26.00	62.10	42.60
1/8/2025	August 1st	61,157,000	5.97	14.93	6.07	1,032,000	0.00	0.00	39.70	5.97	7,310,600	0.84	2.07	47.93	35,747,300	14.80	36.99	113.01	106,476,700	20.01	99.41	27.99	63,261,352	10.59	49.57	40.83	51,455,616	2.91	28.91	59.19	55.12
1/9/2025	September 1st	62,543,000	4.25	19.18	1.82	1,032,000	0.00	0.00	39.70	4.25	7,326,400	0.05	2.12	47.88	40,308,000	14.00	50.99	99.01	112,438,200	18.30	117.70	9.70	66,498,204	9.93	59.50	30.90	52,385,632	2.85	31.77	56.33	49.38
1/10/2025	October 1st	63,760,000	3.74	22.92	-1.92	1,032,000	0.00	0.00	39.70	3.74	7,326,400	0.00	2.12	47.88	44,587,500	13.13	64.12	85.88	117,834,600	16.56	134.26	-6.86	68,143,152	5.05	64.55	25.85	52,638,328	0.78	32.54	55.56	39.26
1/11/2025	November 1st	64,774,000	3.11	26.03	-5.03	1,032,000	0.00	0.00	39.70	3.11	7,326,400	0.00	2.12	47.88	47,071,300	7.62	71.74	78.26	123,198,600	16.46	150.73	-23.33	68,869,464	2.23	66.78	23.62	52,756,972	0.36	32.91	55.19	29.79
	Annual Total		**26.03**				**0.00**		39.70	**26.03**		**2.12**				**71.74**				**150.73**				**66.78**				**32.91**			

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

July 2025 new meter installed, adding new meter value to old read for remainder of water year. Actual read will start Nov 2026.

Town of Elizabeth
Denver Basin Wells - Monthly Accounting

HRS Water Consultants, Inc.

2024 Water Year		Meter Serial # 69269247 Permit 75162-F WDID # 0113127 Lower Dawson Middle School Well A				Meter Serial # 86945024 Permit 052511-F WDID # 0113128 Denver Middle School Well B				School Wells Total	Meter Serial # 20231323 Permit 15617-F-R WDID #0106440 Dawson Well No. 2				Meter Serial # 20100899 Permit 16210-F-R WDID #0106437 Denver Bishop Well A				Meter Serial # 20072055 Permit 044454-F WDID #0109931 Arapahoe Well A-1				*Meter Serial # - 21234549* Permit 84415-F WDID #0113129 Denver Well D-2				*Meter Serial # - 21234551* Permit 84416-F WDID #0113130 Arapahoe Well A-2				All Wells
Water Year 2024	Month	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Monthly Volume	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Monthly Volume
		gallons	af	af	af	gallons	af	af	af	af	gallons	af	af	af	gallons	af	af	af	gallons	af	af	af	gallons	af	af	af	gallons	af	af	af	af
1/11/2023	November 1st	52,413,000	0.00	0.00	21.00	947,000	0.00	0.00	39.70		287,800	0.00	0.00	50.00	4,046,100	0.00	0.00	150.00	48,282,800	0.00	0.00	127.40	17,263,918.00	0.00	0.00	90.40	19,522,286.00	0.00	0.00	88.10	
1/12/2023	December 1st	52,413,000	0.00	0.00	21.00	947,000	0.00	0.00	39.70	0.00	287,800	0.00	0.00	50.00	4,046,100	0.00	0.00	150.00	48,282,800	0.00	0.00	127.40	20,741,910.00	10.67	10.67	79.73	22,238,600.00	8.34	8.34	79.76	19.01
1/1/2024	January 1st	52,413,000	0.00	0.00	21.00	947,000	0.00	0.00	39.70	0.00	287,800	0.00	0.00	50.00	4,046,100	0.00	0.00	150.00	48,282,800	0.00	0.00	127.40	24,284,888.00	10.87	21.55	68.85	23,559,572.00	4.05	12.39	75.71	14.93
1/2/2024	February 1st	52,413,000	0.00	0.00	21.00	947,000	0.00	0.00	39.70	0.00	287,800	0.00	0.00	50.00	4,046,100	0.00	0.00	150.00	48,282,000	0.00	0.00	127.40	28,021,650.00	11.47	33.02	57.38	24,850,130.00	3.96	16.35	71.75	15.43
1/3/2024	March 1st	52,413,000	0.00	0.00	21.00	947,000	0.00	0.00	39.70	0.00	287,000	0.00	0.00	50.00	4,046,100	0.00	0.00	150.00	48,282,000	0.00	0.00	127.40	31,519,194.00	10.73	43.75	46.65	25,916,894.00	3.27	19.63	68.47	14.01
1/4/2024	April 1st	52,413,000	0.00	0.00	21.00	947,000	0.00	0.00	39.70	0.00	287,000	0.00	0.00	50.00	4,046,100	0.00	0.00	150.00	48,282,000	0.00	0.00	127.40	35,242,520.00	11.43	55.18	35.22	26,789,680.00	2.68	22.30	65.80	14.11
1/5/2024	May 1st	52,413,000	0.00	0.00	21.00	947,000	0.00	0.00	39.70	0.00	380,000	0.29	0.29	49.71	4,046,100	0.00	0.00	150.00	48,282,000	0.00	0.00	127.40	38,850,352.00	11.07	66.25	24.15	28,491,190.00	5.22	27.53	60.57	16.58
1/6/2024	June 1st	52,413,000	0.00	0.00	21.00	947,000	0.00	0.00	39.70	0.00	808,500	1.32	1.60	48.40	5,655,800	4.94	4.94	145.06	48,282,000	0.00	0.00	127.40	42,574,872.00	11.43	77.68	12.72	32,029,672.00	10.86	38.39	49.71	28.55
1/7/2024	July 1st	52,554,000	0.43	0.43	20.57	952,000	0.02	0.02	39.68	0.45	3,018,100	6.78	8.38	41.62	10,095,400	13.63	18.57	131.43	49,196,200	2.81	2.81	124.59	45,990,736	10.48	88.17	2.23	35,758,808	11.45	49.83	38.27	45.59
1/8/2024	August 1st	53,920,000	4.19	4.63	16.37	1,032,000	0.25	0.26	39.44	4.44	3,642,400	1.92	10.30	39.70	13,639,300	10.88	29.44	120.56	55,925,000	20.65	23.46	103.94	46,749,364	2.33	90.49	-0.09	38,635,172	8.83	58.66	29.44	49.04
1/9/2024	September 1st	54,422,000	1.54	6.17	14.83	1,032,000	0.00	0.26	39.44	1.54	3,642,400	0.00	10.30	39.70	18,206,800	14.02	43.46	106.54	62,333,700	19.67	43.13	84.27	46,764,364	0.05	90.54	-0.14	40,722,246	6.41	65.06	23.04	41.68
1/10/2024	October 1st	55,512,000	3.35	9.51	11.49	1,032,000	0.00	0.26	39.44	3.35	5,261,400	4.97	15.27	34.73	21,949,100	11.49	54.95	95.05	68,467,900	18.83	61.95	65.45	46,764,368	0.00	90.54	-0.14	41,629,084	2.78	67.85	20.25	41.41
1/11/2024	November 1st	56,293,000	2.40	11.91	9.09	1,032,000	0.00	0.26	39.44	2.40	6,635,200	4.22	19.48	30.52	23,694,800	5.36	60.30	89.70	74,087,500	17.25	79.20	48.20	47,110,960	1.06	91.60	-1.20	42,034,740	1.24	69.09	19.01	31.53
	Annual Total		**11.91**				**0.26**		39.70	**12.17**		**19.48**				**60.30**				**79.20**				**91.60**				**69.09**			

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

Town of Elizabeth
Denver Basin Wells - Monthly Accounting

HRS Water Consultants, Inc.

2023 Water Year		Meter Serial # 69269247 Permit 75162-F WDID # 0113127 Lower Dawson Middle School Well A				Meter Serial # 86945024 Permit 052511-F WDID # 0113128 Denver Middle School Well B				School Wells Total	Meter Serial # 20231323 Permit 15617-F-R WDID #0106440 Dawson Well No. 2				Meter Serial # 20100899 Permit 16210-F-R WDID #0106437 Denver Bishop Well A				Meter Serial # 20072055 Permit 044454-F WDID #0109931 Arapahoe Well A-1				*Meter Serial # - 21234549* Permit 84415-F WDID #0113129 Denver Well D-2				*Meter Serial # - 21234551* Permit 84416-F WDID #0113130 Arapahoe Well A-2				All Wells
Water Year 2023	Month	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Monthly Volume	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Monthly Volume
		gallons	af	af	af	gallons	af	af	af	af	gallons	af	af	af	gallons	af	af	af	gallons	af	af	af	gallons	af	af	af	gallons	af	af	af	af
1/11/2022	November 1st	49,659,000	0.00	0.00	21.00	802,000	0.00	0.00	39.70		90,473,600	0.00	0.00	50.00	90,320,300	0.00	0.00	150.00	12,729,800	0.00	0.00	127.40	0.00	0.00	0.00	90.40	0.00	0.00	0.00	88.10	
1/12/2022	December 1st	49,659,000	0.00	0.00	21.00	802,000	0.00	0.00	39.70	0.00	90,473,600	0.00	0.00	50.00	90,320,300	0.00	0.00	150.00	17,485,900	14.60	14.60	112.80	0.00	0.00	0.00	90.40	0.00	0.00	0.00	88.10	14.60
1/1/2023	January 1st	49,659,000	0.00	0.00	21.00	802,000	0.00	0.00	39.70	0.00	90,473,600	0.00	0.00	50.00	90,412,900	0.28	0.28	149.72	22,536,200	15.50	30.10	97.30	0.00	0.00	0.00	90.40	0.00	0.00	0.00	88.10	15.78
1/2/2023	February 1st	49,659,000	0.00	0.00	21.00	802,000	0.00	0.00	39.70	0.00	90,473,600	0.00	0.00	50.00	90,412,900	0.00	0.28	149.72	27,670,200	15.76	45.85	81.55	0.00	0.00	0.00	90.40	0.00	0.00	0.00	88.10	15.76
1/3/2023	March 1st	49,659,000	0.00	0.00	21.00	802,000	0.00	0.00	39.70	0.00	90,473,600	0.00	0.00	50.00	90,518,400	0.32	0.61	149.39	32,448,800	14.67	60.52	66.88	0.00	0.00	0.00	90.40	0.00	0.00	0.00	88.10	14.99
1/4/2023	April 1st	49,703,000	0.14	0.14	20.86	806,000	0.01	0.01	39.69	0.15	90,473,600	0.00	0.00	50.00	90,518,400	0.00	0.61	149.39	37,515,600	15.55	76.07	51.33	0.00	0.00	0.00	90.40	0.00	0.00	0.00	88.10	15.70
1/5/2023	May 1st	49,775,000	0.22	0.36	20.64	806,000	0.00	0.01	39.69	0.22	90,473,600	0.00	0.00	50.00	90,622,400	0.32	0.93	149.07	42,540,400	15.42	91.49	35.91	0.00	0.00	0.00	90.40	0.00	0.00	0.00	88.10	15.96
1/6/2023	June 1st	50,164,000	1.19	1.55	19.45	806,000	0.00	0.01	39.69	1.19	90,473,600	0.00	0.00	50.00	91,949,500	4.07	5.00	145.00	46,824,000	13.15	104.64	22.76	0.00	0.00	0.00	90.40	1,772,698.00	5.44	5.44	82.66	23.85
1/7/2023	July 1st	50,741,000	1.77	3.32	17.68	806,000	0.00	0.01	39.69	1.77	90,473,600	0.00	0.00	50.00	92,602,800	2.01	7.01	142.99	48,282,800	4.48	109.12	18.28	1,813,079	5.56	5.56	84.84	6,126,516	13.36	18.80	69.30	27.18
1/8/2023	August 1st	51,437,000	2.14	5.46	15.54	873,000	0.21	0.22	39.48	2.34	90,473,600	0.00	0.00	50.00	95,000,500	7.36	14.36	135.64	48,282,800	0.00	109.12	18.28	6,289,494	13.74	19.30	71.10	9,541,316	10.48	29.28	58.82	33.92
1/9/2023	September 1st	52,264,000	2.54	7.99	13.01	927,000	0.17	0.38	39.32	2.70	90,872,384	1.22	1.22	48.78	98,812,400	11.70	26.06	123.94	48,282,800	0.00	109.12	18.28	10,010,433	11.42	30.72	59.68	12,786,980	9.96	39.24	48.86	37.01
1/10/2023	October 1st	52,413,000	0.46	8.45	12.55	947,000	0.06	0.45	39.25	0.52	91,366,440	1.52	2.74	47.26	102,977,000	12.78	38.84	111.16	48,282,800	0.00	109.12	18.28	13,608,443	11.04	41.77	48.63	16,110,791	10.20	49.45	38.65	36.06
1/11/2023	November 1st	52,413,000	0.00	8.45	12.55	947,000	0.00	0.45	39.25	0.00	91,366,440	0.00	2.74	47.26	104,046,100	3.28	42.13	107.87	48,282,800	0.00	109.12	18.28	17,263,918	11.22	52.98	37.42	19,522,286	10.47	59.92	28.18	24.97
	Annual Total		**8.45**				**0.45**		39.70	**8.90**		**2.74**				**42.13**				**109.12**				**52.98**				**59.92**			

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

Dawson Well No. 2 meter replaced 9/25/ 2023. Flow for August and September based on hours run time. Will report actual meter read start of 2024 water year.
During the month of October Denver Bishop Well A meter rolled over, added a number 1 to the read for accounting. Will report actual meter read start of 2024 water year.

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Town of Elizabeth Accounting Comments

HRS Water Consultants, Inc.

1. All meter readings are taken on the first of the month.

2. Negative numbers on banking page indicate amount used from banked amount.

3. Monthly manual entries on the well pumping page are highlighted in green.

4. Monthly manual entries on the leases page are highlighted in green.

Town of Elizabeth
Denver Basin Wells - Monthly Accounting

HRS Water Consultants, Inc.

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

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

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

Town of Elizabeth
Denver Basin Wells - Monthly Accounting

HRS Water Consultants, Inc.

2021 Water Year		**Meter Serial # 69269247** **Permit 75162-F** **Lower Dawson** **Middle School Well A**			**Meter Serial #** **Permit 05** **Denv** **Middle Scho**
Water Year 2021	**Month**	**Meter Reading**	**Monthly Volume**	**Cumulative Total**	**Meter Reading**
		gallons	af	af	gallons
1/11/2020	November 1st	45,669,000			107,000
1/12/2020	December 1st	45,669,000	0.00	0.00	107,000
1/1/2021	January 1st	45,669,000	0.00	0.00	107,000
1/2/2021	February 1st	45,669,000	0.00	0.00	107,000
1/3/2021	March 1st	45,669,000	0.00	0.00	107,000
1/4/2021	April 1st	45,669,000	0.00	0.00	107,000
1/5/2021	May 1st	45,669,000	0.00	0.00	107,000
1/6/2021	June 1st	46,066,000	1.22	1.22	107,000
1/7/2021	July 1st	46,144,000	0.24	1.46	107,000
1/8/2021	August 1st	46,179,000	0.11	1.57	107,000
1/9/2021	September 1st	46,644,000	1.43	2.99	385,000
1/10/2021	October 1st	47,004,000	1.10	4.10	609,000
1/11/2021	November 1st	47,119,000	0.35	4.45	609,000
	Annual Total		**4.45**		

# 86945024			Meter Serial # 20083304			Meter Serial #
2511-F			Permit 15617-F-R			Permit 162
er		School Wells	Dawson			Denv
ol Well B		Total	Well No. 2			Bishop W
Monthly Volume	**Cumulative Total**	**Monthly Volume**	**Meter Reading**	**Monthly Volume**	**Cumulative Total**	**Meter Reading**
af	af	af	gallons	af	af	gallons
			53,802,400			31,652,000
0.00	0.00	0.00	53,802,400	0.00	0.00	31,652,000
0.00	0.00	0.00	53,802,400	0.00	0.00	31,652,000
0.00	0.00	0.00	53,802,400	0.00	0.00	31,652,000
0.00	0.00	0.00	53,802,400	0.00	0.00	31,652,000
0.00	0.00	0.00	53,802,400	0.00	0.00	31,652,000
0.00	0.00	0.00	53,802,400	0.00	0.00	31,652,000
0.00	0.00	1.22	55,022,600	3.74	3.74	33,681,000
0.00	0.00	0.24	56,786,300	5.41	9.16	37,959,600
0.00	0.00	0.11	58,345,100	4.78	13.94	42,396,600
0.85	0.85	2.28	61,350,400	9.22	23.17	46,470,900
0.69	1.54	1.79	64,596,400	9.96	33.13	49,583,400
0.00	1.54	0.35	66,279,100	5.16	38.29	54,470,800
1.54		**5.99**		**38.29**		

# 20100899		Meter Serial # 20072055			Meter Serial # To be added.	
210-F-R		Permit 044454-F			Permit 84415-F	
ver		Arapahoe			Denver	
Well A		Well A-1			Well D-2	
Monthly Volume	**Cumulative Total**	**Meter Reading**	**Monthly Volume**	**Cumulative Total**	**Meter Reading**	**Monthly Volume**
af	af	gallons	af	af	gallons	af
		25,772,700				
0.00	0.00	30,155,900	13.45	13.45	0.00	0.00
0.00	0.00	34,328,700	12.81	26.26	0.00	0.00
0.00	0.00	38,535,300	12.91	39.17	0.00	0.00
0.00	0.00	42,574,100	12.40	51.57	0.00	0.00
0.00	0.00	46,678,800	12.60	64.16	0.00	0.00
0.00	0.00	51,463,100	14.68	78.85	0.00	0.00
6.23	6.23	54,233,600	8.50	87.35	0.00	0.00
13.13	19.36	58,656,400	13.57	100.92	0.00	0.00
13.62	32.98	64,343,700	17.45	118.38	0.00	0.00
12.50	45.48	70,236,100	18.08	136.46	0.00	0.00
9.55	55.03	75,228,300	15.32	151.78	0.00	0.00
15.00	70.03	75,909,100	2.09	153.87	0.00	0.00
70.03			**153.87**			**0.00**

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

Well A-2

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

Town of Elizabeth
Monthly Accounting - Leases

HRS Water Consultants, Inc.

2022 Water Year

Duke Lease - Entered into August 24, 2004.

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

Town of Elizabeth
Monthly Accounting - Leases

HRS Water Consultants, Inc.

2021 Water Year

Duke Lease - Entered into August 24, 2004.

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

Town of Elizabeth
Banking - Denver Basin Wells

HRS Water Consultants, Inc.

Arapahoe Well A-1 Annual Appropriation (af/yr) =	127.4	
Lower Dawson School Well A Annual Appropritation (af/yr) =	21	
Denver School Well B Annual Appropriation (af/yr) =	39.7	
Arapahoe Well A-2 Annual Appropriation (af/yr) =	88.1	This annual volume can be exceed pursuant to Case No. 18CW3073. The wellfield limit is 153.4 af/yr.
Denver Well D-2 Annual Appropriation (af/yr) =	90.4	This annual volume can be exceed pursuant to Case No. 18CW3073. The wellfield limit is 152.7 af/yr.

Year	Arapahoe Well A-1 Production (af)	Arapahoe Well A-1 Banked Volume (af)	Arapahoe Well A-1 Cumulative Banked Volume (af)	School Well A Production (af)	School Well A Banked Volume (af)	School Well A Cumulative Banked Volume (af)	School Well B Production (af)	School Well B Banked Volume (af)	School Well B Cumulative Banked Volume (af)	Arapahoe Well A-2 Production (af)	Arapahoe Well A-2 Banked Volume (af)	Arapahoe Well A-2 Cumulative Banked Volume (af)	Denver Well D-2 Production (af)	Denver Well D-2 Banked Volume (af)	Denver Well D-2 Cumulative Banked Volume (af)
1996															
1997															
1998															
1999															
2000															
2001															
2002															
2003															
2004															
2005															
2006	112.74	14.66	14.66	0	21	21	0.19	39.51	39.51						
2007	27.94	99.46	114.12	0.01	20.99	41.99	0.08	39.62	79.13						
2008	109.29	18.11	132.22	4.84	16.16	58.15	0	39.7	118.83						
2009	80.43	46.97	179.19	20.58	0.42	58.57	17.24	22.46	141.29						
2010	80.75	46.65	225.84	9.66	11.34	69.91	30.23	9.47	150.76						
2011	61.66	65.74	291.58	0	21	90.91	57.89	-18.19	132.57						
2012	68.22	59.18	350.77	0	21	111.91	31.51	8.19	140.76						
2013	89.75	37.65	388.42	5.47	15.53	127.44	23.92	15.78	156.54						
2014	60.99	66.41	454.84	9.35	11.65	139.09	24.05	15.65	172.19						
2015	60.58	66.82	521.66	12.18	8.82	147.91	21.6	18.1	190.29						
2016	62.75	64.65	586.31	14.98	6.02	153.93	21.87	17.83	208.12						
2017	60.96	66.44	652.75	17.67	3.33	157.26	0.1	39.6	247.72						
2018	31.05	96.35	749.09	18.56	2.44	159.7	20.37	19.33	267.05						
2019	109.56	17.84	766.94	11.93	9.07	168.77	4.82	34.88	301.93						
2020	121.73	5.67	772.60	19.26	1.74	170.51	0.04	39.66	341.59	0.00	88.10	88.10	0.00	90.40	90.40
2021	153.87	-26.47	746.13	4.45	16.55	187.06	1.54	38.16	379.75	0.00	88.10	176.20	0.00	90.40	180.80
2022	113.01	14.39	760.53	7.80	13.20	200.26	0.59	39.11	418.86	0.00	88.10	264.30	0.00	90.40	271.20
2023	109.12	18.28	778.81	8.45	12.55	212.81	0.45	39.25	458.11	59.92	28.18	292.48	52.98	37.42	308.62
2024	79.20	48.20	827.01	11.91	9.09	221.90	0.26	39.44	497.55	69.09	19.01	311.49	91.60	-1.20	307.41
2025	150.73	-23.33	803.68	26.03	-5.03	216.87	0.00	39.70	537.25	32.91	55.19	366.68	66.78	23.62	331.03
2026	40.91	86.49	890.17	9.15	11.85	228.72	0.00	39.70	576.95	22.38	65.72	432.40	44.78	45.62	376.65

TOWN OF ELIZABETH

CLERK'S/FINANCE OFFICE MANAGER'S REPORT

July 28, 2026

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

Andi

- I am continuing to learn new things. Everyone has been wonderful support and taught me a lot.
- Hannah has been an amazing trainer and helped me so much while Allison has been away in training.

Hannah

Allison

- Allison is out of office this week attending the National Association of Government Archives and Records Administrators (NAGARA), conference.

Michelle

- We are very proud of Allison; she has completed her 3rd year and graduated from the Colorado Clerk's Institute. Allison is working towards becoming a Certified Municipal Clerk (CMC).
- Notice of Election has been posted on the Town website, outside at Town Hall, and will be in the Ranchland news next week.
- Candidate petitions can be picked up starting on August 4th and returned no later than August 24th.
- It was wonderful to see everyone come out and recognize Mike for his years of service, and his dedication to the community.
- The Elizabeth Police Department is offering TIPS training for Board members and a plus-one on either August 12 or August 19 at 5:00 p.m. (only one day). This training is for those who would like to volunteer at the Backyard BBQ during the Town Celebration. Volunteers will receive a tasting coupon to use at the event. If you are interested in volunteering, please email or text me to let me know if you will be participating alone or with a plus-one.
- Dianna helped me with the design for the Movie Night cookies. I ordered 300 cookies for this year. If we do not give them all away, we can pass along for the Walk and Talk.

Town of Elizabeth

Historic Advisory Board Regular Meeting

Monday, May 11, 2026 at 4:30 PM
Town Hall, 151 S. Banner Street

Call to Order

The Regular Meeting of the Elizabeth Historic Advisory Board was called to order on Monday, May 11, 2026, at 4:31 pm by Chair Lynn Mitchell.

Roll Call

Present:
Chair Lynn Mitchell
Vice Chair Gayle Gardner
Historian Jacque Hallett
Member Jeff Lehman
Absent:
Member Dennis Rodriguez

There was a quorum to do business.

Also in Attendance:
Planner/Project Manager Alexandra Cramer
Planning Technician Dianna Hiatt
Town Clerk Michelle Oeser

Public Comment

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

Dan Kelly - Elbert County Resident

Agenda Changes

Consent Agenda

1. Minutes of the Regular Meeting of March 9, 2026

Motion by Vice Chair Gardner, seconded by Historian Hallett, to approve the Minutes of the Regular Meeting of March 9, 2026.

Voting Yes: Chair Mitchell, Vice Chair Gardner, Historian Hallett, Member Lehman
Voting No: None

Motion Passed Unanimously (4-0)

New Business

2. Discussion and possible action on Resolution 26R06, a Resolution establishing a designated Public Place for Posting of Meeting Notices Pursuant to C.R.S § 24-6-402 (2)(c) – Michelle Oeser

Motion by Vice Chair Gardner, seconded by Member Lehman, to approve Resolution 26R06, a Resolution establishing a designated Public Place for Posting of Meeting Notices Pursuant to C.R.S § 24-6-402 (2)(c).
Voting Yes: Chair Mitchell, Vice Chair Gardner, Historian Hallett, Member Lehman
Voting No: None

Motion Passed Unanimously (4-0)

3. Discussion on Preservation Myths Presentation – Alexandra Cramer

Ms. Cramer provided a Staff report. Discussion followed.

4. Discussion and possible action on Prize Selection for Historic Building Coloring Contest – Alexandra Cramer

Ms. Cramer provided a Staff report. Discussion followed.

Staff Report

5. Staff Report

Ms. Cramer provided an updated on the town's 250/150 celebration.

Board Reports

- Chair Mitchell:
  - Provided an update to the Board on the work being done on making a lesson plan workbook.
- Member Lehman:
  - Asked about the posting place resolution.

Adjournment

Motion by Vice Chair Gardner, seconded by Member Lehman, to approve the Adjournment.
Voting Yes: Chair Mitchell, Vice Chair Gardner, Historian Hallett, Member Lehman
Voting No: None

Motion Passed Unanimously (4-0)

Town Clerk Michelle Oeser

Chair Lynn Mitchell