



Board of Trustees Regular Meeting **UPDATED 1.9.2026**

Tuesday, January 13, 2026 at 7:00 PM
Town Hall, 151 S. Banner Street

Conferencing Access Information: This is viewing-only access.

Zoom link to view meeting

Join via phone: 1 669 900 9128 **Meeting ID:** 816 4512 0241

Meeting Passcode: 595761

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 Regular Meeting of December 9, 2025](#)

Oath of Office

2. Allison Ritter - Deputy Clerk Oath of Office – Michelle Oeser

Proclamation

3. [America 250 - Colorado 150 Proclamation – Mayor Ternus](#)

Action may be taken on any and all items listed on the agenda.

Accommodations for disabilities may be made upon request.

New Business

4. Discussion and possible action on Resolution 26R01, a Resolution Establishing a Designated Public Place for the Posting of Meeting Notices Pursuant to C.R.S § 24-6-402(2)(c) – Michelle Oeser
5. Discussion and possible action on Planning Commission appointment of Paula Ray, for a term of January 13, 2026 through December 31, 2029, and a re-appointment of Jim Santangelo for a term of January 13, 2026, through December 31, 2029 – Alexandra Cramer
6. Discussion and possible action on Resolution 26R02, a Resolution accepting the Petition for Annexation and establishing February 24, 2026, as the date of Public Hearing on the requested Annexation of a Parcel of Unincorporated Territory located in the County of Elbert (889 South Elizabeth Street Annexation) – Alexandra Cramer
7. Discussion and possible action on request for a Performance Guarantee Deadline for 350 S. Elbert Street Subdivision – Alexandra Cramer
8. Discussion and possible action on Resolution 26R04, a Resolution approving the Consultant Agreement for Interim Town Administrator with Chris Lowe of Government Professional Solutions, LLC - Corey Hoffmann

Public Hearing

9. Main St. Station Site Plan – Alex Cramer

New Business

10. Main Street Station Site Plan and Use by Special Review – Request for Continuation - Alexandra Cramer

Management Monitoring Reports

11. Management Monitoring Reports

Board of Trustees Report

12. Board Reports

Executive Session

13. Executive session pursuant to C.R.S. § 24-6-402(4)(a) and C.R.S § 24-6-402(4)(e) to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators regarding the potential purchase, acquisition, or lease of real property by the Town for a potential Senior Center and pursuant to C.R.S § 24-6-402(4)(e) and to instruct regarding Main Street Station

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 Regular Meeting - Record of Proceedings

Tuesday, December 9, 2025 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, December 9, 2025, 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 Cynthia Thye

There was a quorum to do business.

Also in Attendance:

Town Clerk Michelle Oeser
Public Works Director Mike DeVol
Assistant Public Works Director James McErnie
Police Chief Jeff Engel
Planner/Project Manager Alexandra Cramer
Finance Officer Hannah Bruce
Deputy Town Clerk Harmony Malakowski
Town Attorney Corey Hoffmann

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

No changes from Administration.

No changes from the Board.

Agenda set.

Consent Agenda

1. Minutes of the Regular Meeting of November 20, 2025

Motion by Mayor Pro Tem Hutchins, seconded by Trustee Gaither, to approve the Consent Agenda.

Voting Yes: Mayor Ternus, Mayor Pro Tem Hutchins, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither, Trustee Thye

Voting No: None

Motion Passed Unanimously (7-0)

Presentations

2. Circle of Care

Chief Jeff Engel and PattyAnn Fontenot presented to the Board the Circle of Care Program.

New Business

3. Discussion and possible action on the reappointment of Amy Schmidt to the Planning Commission for a four-year term starting January 1, 2026, through December 31, 2029

Ms. Cramer provided a Staff report.

Motion by Trustee Einspahr, seconded by Mayor Pro Tem Hutchins, to approve the reappointment of Amy Schmidt to the Planning Commission for a four-year term starting January 1, 2026, through December 31, 2029.

Voting Yes: Mayor Ternus, Mayor Pro Tem Hutchins, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither, Trustee Thye

Voting No: None

Motion Passed Unanimously (7-0)

4. Discussion and possible action on Resolution 25R44, a Resolution amending the Town of Elizabeth's Budget for Fiscal Year 2025

Ms. Bruce provided a Staff report.

Motion by Mayor Pro Tem Hutchins, seconded by Trustee Einspahr, to approve Resolution 25R44, a Resolution amending the Town of Elizabeth's Budget for Fiscal Year 2025.

Voting Yes: Mayor Ternus, Mayor Pro Tem Hutchins, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither, Trustee Thye

Voting No: None

Motion Passed Unanimously (7-0)

5. Discussion and possible action on Resolution 25R45, a Resolution amending Set Mill Levies for the 2026 Budget Year

Ms. Bruce provided a Staff report.

Motion by Mayor Pro Tem Hutchins, seconded by Trustee Gaither, to approve Resolution 25R45, a Resolution amending Set Mill Levies for the 2026 Budget Year.

Voting Yes: Mayor Ternus, Mayor Pro Tem Hutchins, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither, Trustee Thye

Voting No: None

Motion Passed Unanimously (7-0)

6. Discussion and possible action on Resolution 25R46, a Resolution Repealing Resolution 05R17 Regarding the Town of Elizabeth Website Policy and Establishing a New Website Policy

Ms. Malakowski provided a Staff report.

Motion by Mayor Pro Tem Hutchins, seconded by Trustee Conley, to approve Resolution 25R46, a Resolution Repealing Resolution 05R17 Regarding the Town of Elizabeth Website Policy and Establishing a New Website Policy.

Voting Yes: Mayor Ternus, Mayor Pro Tem Hutchins, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither, Trustee Thye

Voting No: None

Motion Passed Unanimously (7-0)

7. Discussion and possible direction on Hillside Park Project Request for Proposal (RFP)

Mr. DeVol provided a Staff report. Discussion followed.

8. Discussion and possible action on Resolution 25R47, a Resolution approving the Direct Service Agreement between the Town and the East Central Council of Local Governments regarding Public Transit Services

Ms. Oeser provided a Staff report.

Motion by Trustee Schroder, seconded by Mayor Pro Tem Hutchins, to approve Resolution 25R47, a Resolution approving the Direct Service Agreement between the Town and the East Central Council of Local Governments regarding Public Transit Services.

Voting Yes: Mayor Ternus, Mayor Pro Tem Hutchins, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither, Trustee Thye

Voting No: None

Motion Passed Unanimously (7-0)

9. Discussion and possible direction on accounting for employee time and event permit updates

Ms. Oeser provided a Staff report. Discussion followed and the Board provided direction for moving forward with employee time tracking as well as event fees.

Management Monitoring Reports

10. Management Monitoring Reports

A Managers Report

- Police Chief Jeff Engel:
 - Will be meeting with Vector Solutions later in the week about their services.
 - Provided a thank you to Public Works for the great job they did during the recent snowstorm.
 - Provided a thank you to Administrative Staff for putting together the Mayor's Tree Lighting event.
 - Mayor Ternus asked about the RAVE system.
 - Mayor Ternus asked about the ballistic vest grant. Discussion followed about ballistic vests in general.
- Planner/Project Manager Alexandra Cramer:
 - Mayor Ternus asked about the Feed Lot event.
- Public Works Director Mike DeVol:
 - Thanked James and the Street Crew for the great job at the Tree Lighting.
 - Thanked Town Hall staff for pulling the Tree Lighting event together.
 - Pine Ridge West has approached Public Works regarding the sanitary sewer services potentially provided by the Town.
 - The Waste Treatment Plant is currently at 34% capacity.
 - Screens for the tanks have been delivered.
 - Public Works only received 2 complaints during the last snowstorm. Discussion followed regarding snowstorm priorities.
 - Thank you from CDPHE for the Town's participation in COVID testing.
 - Trustee Schroder had a question regarding the tree used for the Tree Lighting event.
 - Trustee Thye requested an update on the Main Street streetlights.
- Town Clerk Michelle Oeser:
 - Will be checking with the Historic Advisory Board and the Main Street Board of Directors for volunteers to judge the Town's lighting contest.
 - Thanked all Staff for the work done at the Tree Lighting event. Discussion followed regarding setting up a time to discuss next year's event.
 - Reminded the Board about the Wreaths Across America event at the cemetery this Saturday.
 - The American Revolution traveling exhibit will be leaving on Thursday.

Board of Trustees Report

11. Board Reports

- Mayor Angela Ternus:
 - Attended the DAR event recognizing our PD Staff.
 - Appreciated the work placed into the Tree Lighting event and also appreciated that we offer the activities for free.
- Mayor Pro Tem Tracy Hutchins:
 - Attended the DAR event and thanked PD for their service.
 - Thanked Staff for their work at the Tree Lighting event.

- Trustee Loren Einspahr:
 - Thanked Staff and their families for helping with the Tree Lighting event.
 - Thanked Ms. Oeser and Chief Engel for filling in and splitting the Interim Town Administrator position duties.
- Trustee Dave Conley:
 - Elizabeth Middle School had their play last week.
 - Varsity Poms are headed to their State Competition on Saturday.
- Trustee Steve Gaither:
 - Thanked Staff for their work on the Tree Lighting event.

Executive Session

- 12.** Executive session pursuant to C.R.S. § 24-6-402(4)(a) and C.R.S § 24-6-402(4)(e) to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators regarding the potential purchase, acquisition, or lease of real property by the Town for a potential Senior Center

Motion by Mayor Ternus, seconded by Trustee Einspahr, to close the Regular Meeting at 9:22 PM and open an Executive Session pursuant to C.R.S. § 24-6-402(4)(a) and C.R.S § 24-6-402(4)(e) to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators regarding the potential purchase, acquisition, or lease of real property by the Town for a potential Senior Center.

Voting Yes: Mayor Ternus, Mayor Pro Tem Hutchins, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither, Trustee Thye

Voting No: None

Motion Passed Unanimously (7-0)

Motion by Mayor Ternus, seconded by Mayor Pro Tem Hutchins, to adjourn the Executive Session and return to the Regular Meeting at 9:52 PM.

Voting Yes: Mayor Ternus, Mayor Pro Tem Hutchins, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither, Trustee Thye

Voting No: None

Motion Passed Unanimously (7-0)

Adjournment

Motion by Trustee Gaither, seconded by Trustee Conley, to adjourn the meeting at 9:52 PM.

Voting Yes: Mayor Ternus, Mayor Pro Tem Hutchins, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither, Trustee Thye

Voting No: None

Motion Passed Unanimously (7-0)

Michelle M. Oeser, Town Clerk

Angela Ternus, Mayor

OATH OF OFFICE

**STATE OF COLORADO
ELBERT COUNTY
TOWN OF ELIZABETH**

I, Allison Ritter, do solemnly, sincerely, and truly declare and affirm that I will support the Constitution of the United States of America and of the State of Colorado and the ordinances of the Town of Elizabeth, and will faithfully perform the duties of the office of upon which I am about to enter.

Deputy Town Clerk

Signature

Subscribed and affirmed before me this 13th day of January 2026.

Town Clerk Michelle M. Oeser





America 250 - Colorado 150 Proclamation for Local Governments

WHEREAS, the year 2026 marks the 250th anniversary of the signing of the Declaration of Independence; and

WHEREAS, the year 2026 marks Colorado’s 150th anniversary of statehood; and

WHEREAS, Elizabeth, founded in 1890 has contributed proudly and significantly to the history of our nation and our state for more than 136 years; and

WHEREAS, in 2016 the United States Congress established by Joint Resolution the America 250 Commission to encourage observance of the 250 years of our nation’s existence; and

WHEREAS, the Colorado legislature established the America 250 - Colorado 150 Commission with the passage of Senate Bill 2022-011, and the Commission has determined its mission and purpose is to celebrate Colorado by acknowledging the completeness of our shared history, honor that which makes Colorado unique, and strive toward a more perfect union; and

WHEREAS, it is appropriate that Elizabeth engages fully with our past and looks toward a shared future; and

WHEREAS, the mayor and city council of Elizabeth thus encourage its citizens to create and participate in programs that will commemorate the history of our city, our state, and our nation; and

NOW, THEREFORE, be it resolved that I, [Angela Ternus, do hereby proclaim that Elizabeth will fully engage in commemorative activities leading up to and during the Commission’s stated length of observance: July 4, 2025 through December 31, 2026.

I urge all community members to take advantage of the resources available from the America 250 Commission, the America 250 - Colorado 150 Commission, and the City of Elizabeth to observe the sesquicentennial anniversary by coordinating commemorative events, planning historical activities, providing opportunities for public discourse, creating new scholarship around Colorado’s

Angela Ternus, Mayor

PROCLAIMED this 13th day of January, 2026





TOWN OF ELIZABETH

MICHELLE OESER TOWN CLERK

TO: Honorable Mayor and Board of Trustees
FROM: Michelle Oeser Town Clerk
DATE: January 13, 2026
SUBJECT: Resolution 26R01

SUMMARY

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

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

STAFF RECOMMENDATION

Staff recommends approval of Resolution 26R01 designating the required posting place for meeting notices a Resolution Establishing a Designated Public Place for the posting of meeting notices pursuant to C.R.S. § 24-6-402(2)(c).

ATTACHMENT

Resolution 26R01

RESOLUTION 26R01

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

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

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

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

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

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

PASSED, APPROVED, and ADOPTED this ____ day of _____, 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



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

To: Board of Trustees
From: Alexandra Cramer, AICP, Planner/Project Manager
Date: January 13th, 2026
Subject: Appointments to Planning Commission

Summary

The Town has received an application for a voting member to the Planning Commission. There are currently four open seats. Paula Ray has applied to fill a vacancy on the Planning Commission as a voting representative. The term for this seat is through December 31, 2029.

The Town also received interest from one Planning Commission member for reappointment. Jim Santangelo has applied for reappointment to the Planning Commission, as their term ended on December 31st. If reappointed, Jim Santangelo would be reappointed for a four-year term from January 13, 2026, through December 31, 2029.

Staff Recommendation

Staff recommends that the Board of Trustees appoint Paula Ray to the Planning Commission for a four-year term starting January 13, 2026, through December 31, 2029.

Staff recommends that the Board of Trustees reappoint Jim Santangelo to the Planning Commission for a four-year term starting January 13, 2026, through December 31, 2029.

Attachment(s)

Letter of Interest & Resume – Paula Ray
Reappointment Request – Jim Santangelo

From: [Paula Ray](#)
To: [Alexandra Cramer](#)
Subject: Re: Planning Commission
Date: Sunday, December 21, 2025 6:06:24 PM
Attachments: [image001.png](#)

Good evening Ms. Cramer,

I enjoyed our conversation as well! Please accept this correspondence as an official request to be considered for a position on the Town of Elizabeth Planning Commission.

I made the Town of Elizabeth my home in October of 2021, residing at 1014 Snowberry Avenue in the Gold Creek Valley development. Since moving here, I have grown to love the community and its people, downtown businesses and its charm. I am planning on this being my forever home.

It is clear that substantial growth and development has, and will continue to occur in the Town of Elizabeth. While I believe this is a positive for the community, I also believe responsible growth, factoring in the needs and preferences of all community members, needs to be considered in responsible land use. I am most interested in taking an active role in this decision making process.

I believe my professional experience lends itself to being an asset to the planning commission. Specifically, I have twelve years experience as a high school principal, often serving on multiple advisory committees and certainly negotiating differing opinions! The tasks were always to make well researched recommendations to the governing board that served the most stakeholders in the fairest and best ways possible. In other words, everyone gained something, yet no one gained everything they might have desired.

Further, as an educational administrator, most decisions made were determined by laws and statutes; reading and interpreting them has become second nature to me. I recognize that recommendations on fair and responsible land use will be much the same.

Preceding my career as an educational administrator, I enjoyed a career as a mental health professional for over twenty years, serving children and families in an educational setting, as well as owning my own private practice, specializing in the treatment of children and adolescents. Through my experience in this line of work, I had the opportunity to help direct extremely passionate opinions towards solutions, designed to meet the needs of those with vested interests.

Both of these professional roles required interpersonal and communication skills that were guided by empathy, patience and an above average ability to listen to others. I believe my experiences would make me an excellent candidate to serve my community in the role of a Town of Elizabeth Planning Commission member. I thank you for taking the time to meet with me earlier this month, explaining the role of the commission members and appreciate your consideration for an opportunity to serve on the Planning Commission.

Should you need any further information from me please feel free to call or email.

Happy Holidays to you and yours!

PAULA RAY

Elizabeth, CO 80107

914-850-0280 - paula.ray242@gmail.com

PROFESSIONAL SUMMARY

Dynamic educational leader with a proven track record at Orange-Ulster BOCES, enhancing student engagement through innovative curriculum development and data-driven strategies. Skilled in staff management and community engagement, I empower teams and foster collaboration, ensuring effective communication and professional growth while advocating for student success and well-being. Recognized for leadership, effective communication and strategic planning.

SKILLS

- Employee performance evaluations
- Verbal and written communication
- Community engagement
- Team collaboration
- Staff management
- Training and mentoring
- Staff development
- School community relations

WORK HISTORY

11/2009 to 06/2019

Principal of Career and Technical Education

Orange-Ulster BOCES – Goshen, NY

- Led curriculum development initiatives to enhance student engagement and academic performance.
- Facilitated professional development workshops, empowering staff with innovative instructional strategies.
- Implemented data-driven decision-making processes to improve school-wide performance metrics.
- Oversaw budget management, ensuring alignment with strategic educational goals and resource allocation.
- Cultivated partnerships with community organizations to support student services and extracurricular programs.
- Guided interdisciplinary teams in the integration of technology into teaching and learning practices.
- Developed and maintained effective communication channels among stakeholders to promote transparency and collaboration.

01/1998 to 05/2018

Licensed Clinical Social Worker

Self Employed Services – Middletown, NY

- Facilitated individual and group therapy sessions to address client needs and improve mental health outcomes.

- Developed tailored treatment plans based on comprehensive assessments and ongoing evaluations.
- Collaborated with multidisciplinary teams to ensure holistic care for clients facing complex challenges.
- Provided crisis intervention services, effectively managing high-stress situations to stabilize clients.
- Mentored junior social workers, enhancing their clinical skills and promoting professional development.
- Advocated for clients' rights, navigating systems to secure necessary resources and support services.
- Conducted workshops on mental health awareness, educating the community on available resources and coping strategies.
- Developed psychoeducational materials to educate clients on mental health topics, promoting self-awareness and understanding.

EDUCATION

Master of Science: Social Work
Fordham University - Bronx, NY

Post-Graduate Certificate: Educational Administration
SUNY New Paltz - New Paltz, NY

From: [Jim Santangelo](#)
To: [Alexandra Cramer](#)
Subject: Re: FW: PC Reappointment
Date: Tuesday, December 9, 2025 11:38:55 AM
Attachments: [image001.png](#)

Hi Alex,
I would like to formally confirm my intent to be reappointed to the Town of Elizabeth Planning Commission starting in January of 2026.
I look forward to being able to serve the Elizabeth community for another term.
Thank you
Jim Santangelo



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

To: Board of Trustees
From: Alex Cramer, AICP, Planner/Project Manager
Date: January 13, 2026
Subject: Resolution 26R02, Substantial Compliance regarding Annexation of 889 S Elizabeth Street

Summary

The owner of unincorporated territory located at 889 South Elizabeth Street has submitted a petition for annexation to be included in the incorporated boundaries of the Town of Elizabeth. Resolution 26R02 accepts the petition for annexation and establishes February 24, 2026, as the date for the public hearing.

Resolution 26R02 also memorializes that the Board of Trustees has examined the annexation petition for 889 South Elizabeth Street and the provided exhibits for completion and compliance with the adopted procedures and regulations. Staff and the Town's consultants have reviewed the documentation and determined that those parameters have been met to proceed with Resolution 26R02.

STAFF RECOMMENDATION

Staff recommends the Board of Trustees approve Resolution 26R02, a Resolution accepting the petition for annexation and establishing February 24, 2026, as the date of public hearing on the requested annexation of a parcel of unincorporated territory located in the County of Elbert (889 South Elizabeth Street Annexation).

ATTACHMENT(S)

Resolution 26R02
Annexation Petition
Narrative
Annexation Exhibit

RESOLUTION 26R02

A RESOLUTION ACCEPTING THE PETITION FOR ANNEXATION AND ESTABLISHING FEBRUARY 24, 2026, AS THE DATE OF PUBLIC HEARING ON THE REQUESTED ANNEXATION OF A PARCEL OF UNINCORPORATED TERRITORY LOCATED IN THE COUNTY OF ELBERT (889 SOUTH ELIZABETH STREET ANNEXATION)

WHEREAS, the owner of unincorporated territory, comprising more than fifty percent (50%) of the area proposed for annexation pursuant to C.R.S. § 31-12-107, has filed a petition for annexation of a certain unincorporated property to the Town (the "Petition"), which territory is more particularly described in **Exhibit A**, attached to the Petition;

WHEREAS, C.R.S. § 31-12-108 requires that the Town accept the Petition and establish a date, time and place that the Board of Trustees will hold a public hearing to consider the annexation and the various requirements of Title 31, Article 12, C.R.S.;

WHEREAS the Board of Trustees, at its regular meeting on January 13, 2026, reviewed the Petition and various documents submitted in support of the Petition;

WHEREAS, the Board of Trustees has examined the record in this case and the various exhibits; has considered the request, and the recommendations of the staff and consultants; and based upon the record which has been made concerning the request, has arrived at its decision; and

WHEREAS, it has been found and determined that the applicant has complied with all of the procedural requirements as provided in Title 31, Article 12, C.R.S., in connection with the Petition.

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

Section 1. The Petition is hereby accepted and found to be in substantial compliance with the requirements of Title 31, Article 12, C.R.S.

Section 2. That a public hearing to consider the Petition is scheduled for February 24, 2026, at 7:00 p.m., at the Town Hall of the Town of Elizabeth, which is located at 151 S. Banner Street, Elizabeth, Colorado, 80107, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105, or such part thereof as may be required to establish eligibility under the terms of Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

Section 3. Any person living within the area proposed to be annexed, any landowner of lands thereof, any resident of the municipality to which the area is proposed to be annexed, any municipality located within one mile of the proposed annexation, or the Board of County Commissioners of Elbert County, may appear at such hearing and present evidence upon any matter to be determined by the Board of Trustees.

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

PETITION FOR ANNEXATION

TO: THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO

RE: PROPERTY KNOWN AS: 889 SOUTH ELIZABETH STREET

The undersigned landowners, in accordance with the provisions of Title 31, Article 12, Part 1, C.R.S., known as the Municipal Annexation Act of 1965, as amended, hereby petition the Board of Trustees of the Town of Elizabeth, Colorado for annexation to the Town of Elizabeth of the following described unincorporated area situate and being in the County of Elbert, and State of Colorado:

(See **Exhibit A** attached hereto and
incorporated herein by reference)

In support of their Petition, Petitioners state as follows:

1. That it is desirable and necessary that such area be annexed to the Town of Elizabeth, Colorado

2. That the area sought to be annexed meets the requirements of C.R.S. §§ 31-12-104 and 105, in that:

a. Not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the Town of Elizabeth, Colorado, disregarding for contiguity purposes, as allowed by C.R.S. § 31-12-104(1)(a), the existence of any platted street or alley, any public right-of-way, any public or private transportation right-of-way or area, public lands (except county-owned open space), or any lakes, reservoirs, streams, or other natural or artificial waters located between the Town and the land proposed to be annexed. The contiguity required by C.R.S. § 31-12-104(1)(a) has not been established by use of any boundary of an area which was previously annexed to the Town of Elizabeth where the area, at the time of its annexation, was not contiguous at any point with the boundary of the Town of Elizabeth, and was not otherwise in compliance with C.R.S. § 31-12-104(1)(a), and was located more than three (3) miles from the nearest boundary of the Town of Elizabeth, nor was the contiguity required by C.R.S. § 31-12-104(1)(a) established by use of any boundary of territory which was subsequently annexed directly to, or which was indirectly connected through subsequent annexations of such an area.

b. The proposed annexation will not create any disconnected municipal satellites.

c. A community of interest exists between the area proposed to be annexed and the Town of Elizabeth, Colorado.

d. The area proposed to be annexed is urban or will be urbanized in the near future and said area is integrated or is capable of being integrated with the Town of Elizabeth, Colorado.

e. No land held in identical ownership, whether consisting of one (1) tract or parcel of real estate or two (2) or more contiguous tracts or parcels of real estate:

i. is divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road, or other public way.

ii. comprising twenty (20) acres or more and which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of two hundred thousand dollars (\$200,000.00) for ad valorem tax purposes for the year next preceding the annexation is included within the area proposed to be annexed without the written consent of the landowner or landowners.

f. No annexation proceedings have been commenced for the annexation to another municipality of part or all of the territory proposed to be annexed.

g. The annexation of the area proposed to be annexed will not result in the detachment of area from any school district and the attachment of same to another school district.

h. The annexation of the area proposed to be annexed will not have the effect of extending the boundary of the Town of Elizabeth more than three (3) miles in any direction from any point of the Town's boundary in any one year.

i. If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the area to be annexed.

j. Reasonable access will not be denied to landowners, owners of easements or the owners of franchises, adjoining any platted street or alley to be annexed that will not be bordered on both sides by the Town of Elizabeth.

3. That attached hereto and incorporated herein by reference are four (4) prints of the annexation map, containing the following information:

a. A written legal description of the boundaries of the area proposed to be annexed.

- b. A map showing the boundary of the area proposed to be annexed.
 - c. Within the annexation boundary map, a showing of the location of each ownership tract of unplatted land, and, with respect to any area which is platted, the boundaries and the plat numbers of plots or lots and blocks.
 - d. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the Town and the contiguous boundary of any other municipality abutting the area proposed to be annexed.
4. That Petitioners are the landowners of more than fifty percent (50%) of the area sought to be annexed, exclusive of streets and alleys.
 5. That all Petitioners signed this Petition for Annexation no more than one hundred eighty (180) days prior to the date of the filing of this Petition for Annexation.
 6. That this Petition for Annexation satisfies the requirements of Article II, Section 30 of the Colorado Constitution in that it is signed by persons comprising more than fifty percent (50%) of the landowners in the area proposed to be annexed who own more than fifty percent (50%) of said area, excluding public streets and alleys and any land owned by the Town of Elizabeth.
 7. That no election has been held within the last twelve (12) months for annexation of the area described in Exhibit A to the Town of Elizabeth.
 8. That upon the Annexation Ordinance becoming effective, all lands within the area sought to be annexed shall become subject to the ordinances, resolutions, rules and regulations of the Town of Elizabeth, except for general property taxes which shall become effective on January 1 of the next succeeding year following passage of the Annexation Ordinance.
 9. That, by the date that is ninety (90) days after the effective date of the Annexation Ordinance, Petitioners will request that zoning be granted.
 10. That this Petition, and the annexation of the property described in Exhibit A hereto, is specifically conditioned on the negotiation and execution by Petitioners and the Town of a mutually acceptable annexation agreement.
 11. That Petitioners reserve the right to withdraw this Petition at any time prior to the adoption of an annexation ordinance.

Therefore, the undersigned Petitioners respectfully request that the Board of Trustees of the Town of Elizabeth, Colorado approve the annexation of the area described in Exhibit A to the Town of Elizabeth.

Whenever from the context it appears appropriate, each term stated in either the singular

or plural will include the other, and pronouns stated in either the masculine, eminent or the neuter gender will include each of the other genders.

Dasun 9/25/25
Name Date
Turn 2 Development LLC
Managing member

PO Box 2586, Elizabeth CO 80107
Mailing Address

Name Date

Mailing Address

STATE OF COLORADO)
)
COUNTY OF Elbert) ss.

Subscribed, sworn to, and acknowledged before me this 25 day of September, 2025, by

Witness my hand and official seal.

My Commission expires: June 10, 2029

[SEAL]

Emmalie Carrera
Notary Public

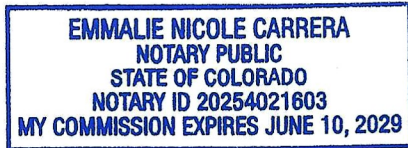


EXHIBIT A

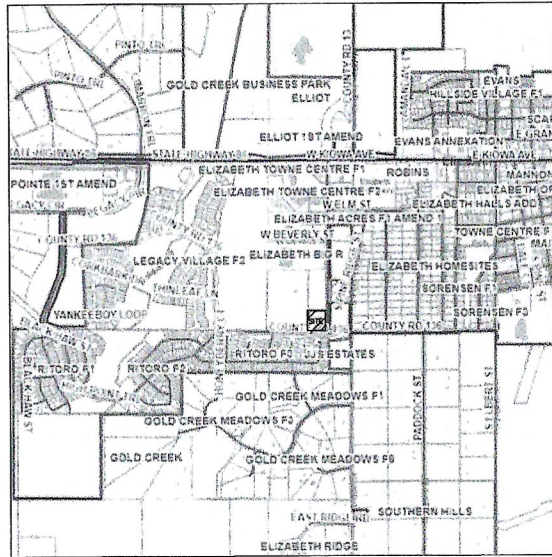
889 SOUTH ELIZABETH STREET ANNEXATION

LEGAL DESCRIPTION:

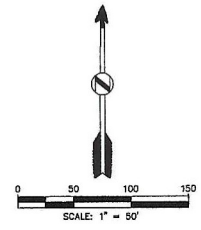
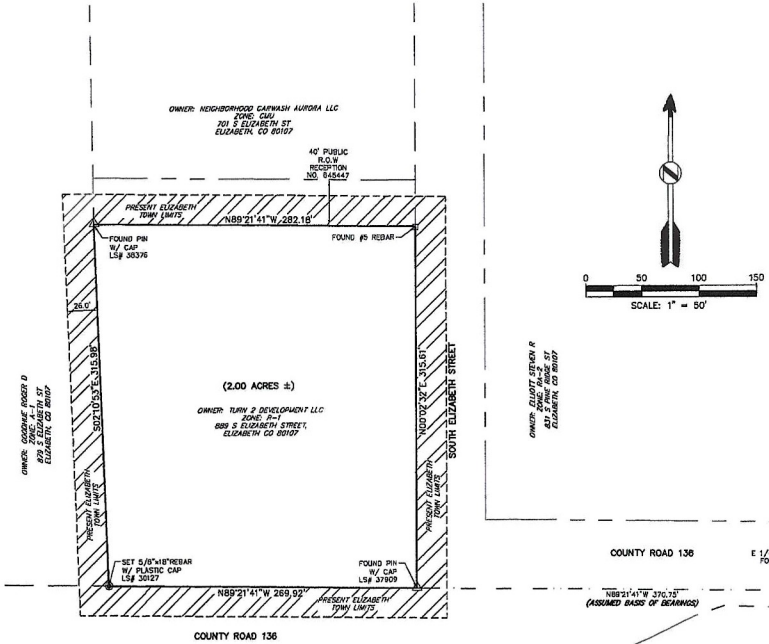
A Tract of land situated in the Southeast quarter of the Northeast quarter of Section 13, Township 8 South, Range 65 West of the 6th P.M., County of Elbert, State of Colorado, more particularly described as follows:
Commencing at the Southeast corner of said Southeast quarter of the Northeast quarter thence North 89°21'41" West along the South line of said Southeast quarter of the Northeast quarter a distance of 370.75 feet to the West right of way line of Elizabeth Street and to the True Point of Beginning;
Thence North 89°21'41" West along South line a distance of 269.92 feet;
Thence North 2°10'53" West a distance of 315.98 feet;
Thence South 89°21'41" East, a distance of 282.18 feet to the West right of way line of Elizabeth Street;
Thence South 0°02'29" West along said West right of way line a distance of 315.62 feet to the Point of Beginning.

889 SOUTH ELIZABETH STREET ANNEXATION TO THE TOWN OF ELIZABETH

PART OF SECTION 13, T. 8 S, R. 65 W, 6TH P.M.
COUNTY OF ELBERT, STATE OF COLORADO



VICINITY MAP
NOT TO SCALE



OWNERS:

TURN 2
DEVELOPMENT LLC
889 S ELIZABETH
ST, ELIZABETH
COLORADO, 80107
303-648-2559

PROPERTY DESCRIPTION:

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF ELBERT, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE N89°21'41"W, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 370.75 FEET TO THE WEST RIGHT-OF-WAY LINE OF ELIZABETH STREET AND TO THE TRUE POINT OF BEGINNING; THENCE N89°21'41"W, ALONG SOUTH LINE, A DISTANCE OF 289.92 FEET; THENCE N02°0'53"W, A DISTANCE OF 318.88 FEET; THENCE S89°21'41"E, A DISTANCE OF 302.18 FEET TO THE WEST RIGHT-OF-WAY LINE OF ELIZABETH STREET; THENCE S00°0'22"W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 318.82 FEET TO THE POINT OF BEGINNING;

BOUNDARY CONTIGUOUS WITH THE TOWN OF ELIZABETH:

1183.69 FEET = PERIMETER CONTIGUOUS TO ELIZABETH TOWN LIMITS
1183.69 FEET = TOTAL PERIMETER OF LAND TO BE ANNEXED
% CONTIGUOUS = 1183.69/1183.69 x 100 = 100%

SURVEYOR'S STATEMENT:

I, KEITH WESTFALL, A REGISTERED PROFESSIONAL SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS PREPARED UNDER MY SUPERVISION, AND THAT THIS MAP IS AN ACCURATE REPRESENTATION THEREOF; I FURTHER CERTIFY THAT THE MAP CONFORMS TO COLORADO STATUTES PERTAINING TO ANNEXATIONS.

Keith Westfall, Colorado PLS #30127 DATE _____
For and on behalf of
High Prairie Survey Co.

NOTES:

- 1) THIS MAP WAS PREPARED FOR ANNEXATION PURPOSES ONLY. THIS MAP IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT"
- 2) THE SUBJECT PROPERTY CONTAINS AN AREA OF 2.00 ACRES, MORE OR LESS
- 3) IMPROVEMENTS NOT SHOWN

COUNTY CLERK AND RECORDER'S CERTIFICATE:

THIS ANNEXATION MAP WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF ELBERT COUNTY, COLORADO AT _____ M, THIS _____ DAY OF _____, 20____
RECEPTION NUMBER _____

CLERK AND RECORDER _____

DEPUTY _____

STATEMENT:

LINEAL UNITS ARE IN FEET.
DISCLAIMER: PLEASE NOTE THAT SURVEYING IS AN INEXACT SCIENCE AND IS SUBJECT TO A CERTAIN DEGREE OF INACCURACY AND OPINION.

BASIS OF BEARINGS:

CONSIDERING THE SOUTH LINE OF THE NORTHEAST QUARTER OF SEC 13 TO HAVE AN ASSUMED BEARING OF N89°21'41"W AND MONUMENTED AS SHOWN HEREON.

"NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon."

| DATE: | REVISIONS: |
|------------|---------------------|
| 01/03/2024 | REVISED PER GRACE |
| 02/22/2024 | REVISED OWNER CERT. |
| 06/26/2025 | REVISED PER GRACE |
| | |
| | |

REFERENCE DWG: _____

| | | |
|--|------------------|--|
| High Prairie Survey Co. | | TITLE |
| LAND SURVEYING CONSTRUCTION STAKING | | 889 SOUTH ELIZABETH STREET ANNEXATION TO THE TOWN OF ELIZABETH PART OF SEC. 13, T8S, R65W, 6TH P.M. ELBERT COUNTY, STATE OF COLORADO |
| OIL AND GAS SURVEYING | | CLIENT |
| 303-621-8672 303-621-7749 | | TURN 2 DEVELOPMENT |
| P.O. BOX 384 | | SHEET 1 of 1 |
| KOOVA, COLORADO 80117 | | JOB NUMBER |
| SCALE: 1"=50' | DATE: 07/10/2023 | 23127-ANX |
| DRAWN BY: CR | CHECKED BY: CR | |



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

September 25, 2025

Dear Town of Elizabeth:

We are pleased to (again) submit this request for the annexation and zoning of 889 South Elizabeth Street, a 2-acre parcel located in the core of Elizabeth. Our request is to annex this property into the Town limits and establish Commercial Mixed Use (CMU) zoning at the time of annexation.

This proposal is straightforward, as the property is already enclaved, entirely surrounded by the Town of Elizabeth on all sides, and has 100% contiguity, far exceeding the state's minimum statutory requirements. The property currently falls under Elbert County R-1 zoning and contains two residences and two outbuildings. The property is located at the intersection of County Road 136 and South Elizabeth Street which are classified as a minor collector and arterial. The property is surrounded by apartments zoned CMU to the north, vacant land zoned Regional Commercial to the northeast, unincorporated, enclaved, residential property to the east, Planned Unit Development residential lots to the south, and Agricultural property to the west.

What we are proposing is consistent with the Town of Elizabeth Comprehensive Plan, which identifies mixed use as the recommended land use designation for this area. The comprehensive plan states "development of new projects in Elizabeth should focus on areas closer to the Town's core as a priority, and avoid the 'urban sprawl' of Elizabeth into the surrounding countryside". This property embodies that vision, as it's centrally located, already surrounded by municipal limits, and easily served by Town water and sewer connections.

While there is no final development plan today, we anticipate pursuing platting and site plan once annexation and zoning are approved. Any future project proposal would be market-driven but will focus on commercial opportunities appropriate to this location. Until such time the lot is developed, we would maintain the use of the current residential buildings, with no alterations or expansions. Existing structures would be removed at time of development.

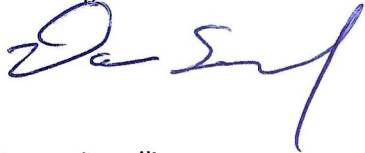
Over the past two years, we have hosted three public meetings regarding the development of this property. Residents engaged thoughtfully, and the overall sentiment was positive. Additionally, this project received broad public support when presented at the public hearings in 2024.

This parcel already functions as part of the Town. It is located in the center of Elizabeth and is completely surrounded by municipal boundaries; however, the Town currently receives no tax revenue from it. Formal annexation will ensure that the Town not only benefits from tax revenue but also has direct oversight of how the property is developed. Without annexation, the property will continue to generate impacts on Town services without providing any corresponding benefit.

Bringing this property into Town limits is consistent with state law, Town policies, and the community's long-term vision. Annexation resolves the current enclave status, strengthens Elizabeth's tax base, and allows the Town to guide future use in a way that supports smart growth and community vitality.

We respectfully request your support in approving this application. Doing so will help Elizabeth grow responsibly while ensuring this property contributes to the Town's future success.

Sincerely,

A handwritten signature in blue ink, appearing to read "Darren Spradling". The signature is fluid and cursive, with a long, sweeping tail on the final letter.

Darren Spradling



TOWN OF ELIZABETH

ENTER NAME/TITLE HERE

To: Board of Trustees
From: Alexandra Cramer, AICP Planner/Project Manager
Date: January 13th, 2026
Subject: Request for Extension – 350 S Elbert Street Subdivision Performance Guarantee Deadline

Summary

The developer of the Elbert Street Subdivision (MBP Enterprises, Inc.) has requested an extension to the January 11, 2026 deadline for submitting the required performance guarantee as outlined in Section 11 of the Subdivision Improvement Agreement executed October 3, 2025.

Per the Agreement, the developer is required to provide a financial guarantee of \$176,534 (110% of estimated public improvement costs) within 90 days of final plat approval. The developer has been unable to secure a letter of credit and is requesting additional time to fulfill this requirement.

If the Board approves this extension request, staff will prepare an amendment to the Subdivision Improvement Agreement for consideration at a subsequent meeting, establishing a new deadline.

If this extension is not granted, the final plat approval will be voided per the terms of the Subdivision Improvement Agreement.

Staff Recommendation

This is a developer-initiated request. Staff takes no position and defers to the Board's determination on whether to grant an extension and, if so, what alternative deadline would be appropriate.

Attachments

350 S Elbert Street Subdivision Improvement Agreement

RECEIVED
OCT 10 2025
Town of Elizabeth

SUBDIVISION AGREEMENT

THIS AGREEMENT is made this 3rd day of OCTober, 2025 by and between the Town of Elizabeth, Colorado, a statutory municipality (the "Town"), and MBP Enterprises, Inc. (the "Developer").

RECITALS:

A. The Developer is the owner of certain real property located in the Town of Elizabeth known as Elbert Street Subdivision which is more particularly described in **Exhibit A**, attached hereto and incorporated herein (the "Property").

B. The Board of Trustees and the Planning Commission of the Town of Elizabeth held all necessary public hearings concerning the plat for the Property. A copy of the final plat is attached hereto as **Exhibit B** and incorporated herein.

C. The approvals cited above are contingent upon the express condition that all duties created by this Agreement are faithfully performed by the Developer.

AGREEMENT

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

1. Purpose. The purpose of this Agreement is to set forth the terms, conditions and fees to be paid by the Developer, upon subdivision of the Property. All conditions contained herein are in addition to any and all requirements of the Town of Elizabeth Subdivision Ordinance and Zoning Ordinance, any and all state statutes, and any other sections of the Elizabeth Municipal Code, and are not intended to supersede any requirements contained therein.

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

a. The Developer hereby agrees to pay the Town the actual cost to the Town for plan review, engineering review, hydrological and surveying review, prior to and during the development process, and for construction observation, inspection and materials testing during the construction process for public improvements, and for construction observation, inspection and materials testing and electronic deliverable review during the warranty period for public improvements, and for legal services (the "actual costs") rendered in connection with the review of the subdivision of the Property, including related administrative fees not to exceed one-hundred fifteen percent (115%) of the actual costs. In addition, the Developer shall reimburse the Town for the costs of making corrections or additions to the master copy of the official Town map and for the fee for recording the final plat and accompanying documents with the Elbert County Clerk and Recorder.

b. The Developer shall pay the impact fees, as established by Town ordinances, in effect at the time this Agreement is executed. The Developer shall pay the foregoing impact fees in effect at the time specified by such ordinances.

c. The Developer acknowledges and agrees that the Town, pursuant to this Agreement, shall be granted construction easement(s) that are reasonably sufficient to complete the public improvements.

3. Specific Conditions. The Developer hereby agrees that:

a. Developer shall pay the amount of Six Thousand, Seven Hundred and Sixty One Dollars (\$6,761.00) within thirty (30) days of recording the final plat as satisfaction of Developer's open space requirement for the Property.

b. Developer shall construct vehicular access to E Poplar Street from the Property. Such vehicular access shall be constructed to Town of Elizabeth standards, and shall be located in a location generally centered between the individual lots to allow such vehicular access.

c. Developer shall construct a private stormwater detention pond in accordance with construction drawings approved by the Town, which pond shall control the release of developed stormwater runoff from all lots within the Property.

d. The Developer shall construct and dedicate in accordance with Section 10 of this Agreement, those Public Improvements more particularly described in **Exhibit C**, attached hereto and incorporated herein by this reference, including the construction of domestic water and wastewater mains to serve the Property in accordance with construction drawings approved by the Town; and

e. Developer shall dedicate within ten (10) days of approval of this Agreement the following:

i. The southwesterly corner of the Property, as laid out in the Subdivision Plat, free and clear of all liens and encumbrances, for the future widening and improvement of public sidewalk bordering S Elbert Street and E Poplar Street.

4. Title Policy. A title commitment for the Property shall be provided to the Town. The title commitment shall show that all property to be dedicated to the Town is, or shall be, subsequent to the execution and recording of the final plat, free and clear of all liens and

encumbrances (other than real estate taxes which are not yet due and payable), which would make the dedications unacceptable as the Town, in its sole discretion, determines. The title policy evidenced by the title commitment shall be provided thirty (30) days after the recording of the final plat.

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

- a. The refusal to issue any building permit or certificate of occupancy;
- b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;
- c. A demand that the security given for the completion of the public improvements be paid or honored; or
- d. Any other remedy available at law.

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

6. Public Improvements and Warranty. All drainage structures, paved streets, including sidewalk, curb, gutter and slope easements, and necessary appurtenances, as shown on the final plat, landscape plans and the associated construction documents (the "Public Improvements"), as approved by the Director of Public Works of the Town, shall be installed and completed at the expense of the Developer and dedicated and/or conveyed to the Town. The Public Improvements required by this Agreement and shown on the final plat, as well as associated construction documents approved by the Director of Public Works of the Town and the costs of these Public Improvements, are set forth on **Exhibit C**, attached hereto and incorporated herein. All Public Improvements covered by this Agreement shall be made in accordance with the final plat and associated construction documents drawn according to regulations and construction standards for such improvements and approved by the Director of Public Works of the Town.

The Developer shall warrant any and all Public Improvements, which are conveyed to the Town, pursuant to this Agreement, for a period of two (2) years from the date the Town's Director of Public Works grants probationary acceptance of the Public Improvements, as approved by the Town. The warranty period shall extend to the date final acceptance is granted in writing by the Town's Director of Public Works. The Developer shall be responsible for

scheduling the necessary inspections for probationary and final acceptance. Specifically, but not by way of limitation, the Developer shall warrant the following:

- a. That the title conveyed shall be marketable and its transfer rightful;
- b. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- c. Any and all facilities so conveyed shall be 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 Public Improvements, no matter the cause, for a period of two (2) years, as stated above.

The Town will accept for maintenance all Public Improvements after the warranty period has expired, provided all warranty work has been completed. The Town shall accept for snow removal purposes only all dedicated public streets after probationary acceptance has been granted in writing by the Director of Public Works. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Town's specifications, prior to final acceptance.

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

8. Completion of Public Improvements. The obligations of the Developer provided for in paragraph 6 of this Agreement, including the inspections hereof, shall be performed on or before October 14, 2027, and proper application for acceptance of the Public Improvements shall be made on or before such date. Upon completion of construction by the Developer of such Public Improvements, the Town's Director of Public Works or his designee shall inspect the improvements and certify, with specificity, their conformity or lack thereof to the Town's specifications. The Developer shall make all corrections necessary to bring the improvements into conformity with the Town's specifications. Once approved by the Town's Director of Public Works, the Town shall accept said improvements upon conveyance, pursuant to paragraph 10; provided, however, the Town shall not be obligated to accept the Public Improvements until the actual costs described in paragraphs 2.a. and b. of this Agreement are paid in full by the Developer.

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

10. Improvements to be the Property of the Town. All Public Improvements for roads, concrete curbs and gutters, storm sewers, and drainage improvements accepted by the

Town shall be dedicated to the Town and warranted for a period of two (2) years following probationary acceptance by the Town, as provided above. Upon completion of construction and conformity with the final plat and associated construction plans, and any properly approved changes, the Developer shall convey to the Town, by bill of sale, all installed physical facilities.

11. Performance Guarantee. In order to secure the construction and installation of the Public Improvements, the Developer shall, no later than ninety (90) days after the execution of this Agreement, furnish the Town, at the Developer's or the Developer's assignee's expense, with the performance guarantee described herein. The Town shall record the final plat in the real estate records of Elbert County, which recording shall occur upon written notice from the Developer of the scheduled closing with the entity that is posting the security. The performance guarantee 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 Public Improvements to be constructed and installed, as set forth in Exhibit C, to secure the performance and completion of the Public Improvements (the "Performance Guarantee"). The Developer agrees that approval of the final plat by the Town is contingent upon the Developer's provision of a Performance Guarantee 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 Developer to provide a Performance Guarantee to the Town, in the manner provided herein, shall negate the Town's approval of the final plat. Letters of credit shall be substantially in the form and content set forth in **Exhibit D-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 Developer shall not start the construction of any public or private improvement 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 Guarantee.

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

The estimated costs of the Public Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimates on an annual basis. Adjusted cost estimates will be made according to changes in the Construction Costs Index, as published by the Engineering News Record. If the Town adjusts the cost estimate for the Public Improvements, the Town shall give written notice to the Developer. The Developer shall, within thirty (30) days after receipt of said written notice, provide the Town with a new or amended Performance Guarantee in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with a new or amended Performance Guarantee, the Town may exercise the remedies provided for in paragraph 5 of this Agreement; provided, however, that prior to increasing the amount of additional security required, the Town shall give credit to the

Developer for all required Public Improvements which have actually been completed so that the amount of security required at any time shall relate to the cost of required Public Improvements not yet constructed.

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

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

12. Nuisance Conditions. The Developer agrees to prevent the existence of any nuisances by way of its construction activities, as the same are defined by the Elizabeth Municipal Code. In the event the authorized inspector/designated Town authority determines that a nuisance exists, the Developer shall be subject to the provisions set forth in Elizabeth Municipal Code regarding the abatement of nuisances and the cost assessed for the abatement thereof.

In addition to the provisions above, if the nuisance is not abated or an abatement plan is not submitted to the satisfaction of the Town, the Town may, upon thirty (30) days' notice under this Agreement, exercise the right to draw upon the performance guarantee specified in paragraph 11 of this Agreement. The Town may draw on the performance guarantee in order to pay the cost of abating the nuisance, including any expenses and penalties incurred under the Elizabeth Municipal Code. The Town may exercise this right in addition to, or in lieu of, the withholding of permits and/or the withholding of certificates of occupancy. The right to draw on the performance guarantee shall be subject to the sole discretion of the Town, provided the Developer has received thirty (30) days' notice, as provided herein.

The Town Planning Department and Public Works Department shall be authorized to cease processing any land use or permit applications submitted by the same developer for the property that is contained within the same Planned Unit Development, until the nuisance is abated. This shall include, but not be limited to, acceptance of applications, sending referrals, scheduling meetings or hearings, or conducting reviews of projects.

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

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

The Developer shall require that all contractors and other employees engaged in construction of Public 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.

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

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

16. 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.

17. 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.

18. 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.

19. 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.

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

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

22. 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: Town Administrator
PO Box 159
151 S. Banner Street
Elizabeth, Colorado 80107

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

Notice to Developer: Brian Patterson
MBP Enterprises, Inc.
8888 Inspiration Drive
Parker, CO 80138
Brian@cashforhousescolorado.com

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

24. 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.

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

26. Recording of Agreement. This Agreement shall be recorded in the real estate records of Elbert County and shall be a covenant running with the Property, in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

27. Title and Authority. The Developer expressly warrants and represents to the Town that it is the recorded 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 Subdivision Agreement. The Developer and the undersigned individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.

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

TOWN OF ELIZABETH, COLORADO

By: Angela Ternus, Mayor
Angela Ternus, Mayor

ATTEST:

Michelle Oeser
Michelle Oeser, Town Clerk



APPROVED AS TO FORM:

Corey Hoffmann
Corey V. Hoffmann, Town Attorney

DEVELOPER: *MBP Enterprises, Inc.*

By: Michael Patterson
Michael Patterson, Owner

STATE OF COLORADO)
)ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 3rd day of October,
2025, by Michael Patterson, as owner of MBP Enterprises, Inc.

My commission expires: 06/17/2026.

(SEAL)

[Signature]
Notary Public

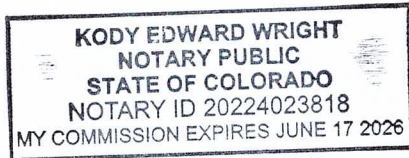


EXHIBIT A

Lots 7, 8, 9 and 10, all in Block 12, Elizabeth Amended, also commonly known as the Town of Elizabeth Amended, County of Elbert, State of Colorado.

EXHIBIT C

| ENGINEER'S ESTIMATE OF COST - RAPTOR CIVIL ENGINEERING | | | | |
|--|----------|-------------------|--------------------|------------------|
| PROJECT NAME: | | 350 Elbert Street | | |
| DATE | 8/7/2025 | BY | ERIC BURTZLAFF, PE | |
| PUBLIC IMPROVEMENTS | | | | |
| ITEM | QUANTITY | UNIT | UNIT COST | COST |
| IMPROVEMENTS | | | | |
| Asphalt Patching/Pavement | 720 | SY | \$50 | \$36,000 |
| Concrete Paving | 303 | SY | \$100 | \$30,300 |
| 6" Curb , Gutter | 114 | LF | \$36 | \$4,104 |
| Sidewalk (5.5' Width) | 70 | SY | \$42 | \$2,940 |
| 20' Curb Cut | 3 | EA | \$5,000 | \$15,000 |
| SEWER | | | | |
| 48" Sewer Manhole | 3.0 | EA | \$4,250 | \$12,750 |
| 6" PVC Sewer Main | 246 | LF | \$77 | \$18,819 |
| WATER | | | | |
| Fire Hydrant | 1.0 | EA | \$3,500 | \$3,500 |
| 6" PVC Water Main | 256 | LF | \$49 | \$12,544 |
| 6" Fire Hydrant Lateral (C900 PVC) | 23 | LF | \$50 | \$1,150 |
| 6" Gate Valve | 1 | EA | \$275 | \$275 |
| STORM/DRAINAGE | | | | |
| 12" Class IV RCP Storm Pipe | 72 | LF | \$26 | \$1,879 |
| PUBLIC RIGHT OF WAY IMPROVEMENTS COST: | | | | \$139,261 |
| 15% CONTINGENCY: | | | | \$20,889 |
| TOTAL COST: | | | | \$160,150 |

NOTE: All costs shown hereon shall be reviewed by a licensed contractor for formal bid. This estimate is for informational purposes only and not intended to be a bid

| ENGINEER'S ESTIMATE OF COST - RAPTOR CIVIL ENGINEERING | | | | |
|---|-----------------|-------------------|--------------------|--------------|
| PROJECT NAME: | | 350 Elbert Street | | |
| DATE | 8/7/2025 | BY | ERIC BURTZLAFF, PE | |
| PUBLIC IMPROVEMENTS - LANDSCAPE | | | | |
| ITEM | QUANTITY | UNIT | UNIT COST | COST |
| IMPROVEMENTS | | | | |
| Seeding for 8' Tree Lawn | 0.049 | ACRE | \$6,000 | \$292 |
| LANDSCAPE IMPROVEMENTS COST: | | | | \$292 |
| 15% CONTINGENCY: | | | | \$44 |
| TOTAL COST: | | | | \$335 |

NOTE: All costs shown hereon shall be reviewed by a licensed contractor for formal bid. This estimate is for informational purposes only and not intended to be a bid

RESOLUTION 26R04

A RESOLUTION APPROVING THE CONSULTANT AGREEMENT FOR INTERIM TOWN ADMINISTRATOR WITH CHRIS LOWE OF GOVERNMENT PROFESSIONAL SOLUTIONS, LLC

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

Section 1. The Consultant Agreement for Interim Town Administrator with Chris Lowe of Government Professional Solutions, LLC, 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

**CONSULTANT AGREEMENT
INTERIM TOWN ADMINISTRATOR**

This Consultant Agreement for Interim Town Administrator Services (the "Agreement") is dated this 13th day of January, 2026, effective January 26, 2026, by and between the Town of Elizabeth, Colorado, a statutory municipal corporation (the "Town"), and Government Professional Solutions, LLC ("GPS").

RECITALS

- A. The Town desires consultant services for the provision of an Interim Town Administrator; and
- B. GPS is qualified to provide such services.

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. Appointment; Scope of Services. Chris Lowe of GPS is hereby appointed as Interim Town Administrator, and GPS shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the services as Interim Town Administrator, pursuant to Section 2-3-40 of the Town of Elizabeth Municipal Code, including without limitation the following:

- a. Day-to-day operation and management duties as outlined in the Town Administrator Job Description and consistent with Section 2-3-40 of the Town of Elizabeth Municipal Code;
- b. Assist in the coordination between the Board of Trustees and a separate executive search consultant in the search for a permanent full-time Town Administrator;
- c. Attendance at all Board of Trustees meetings consistent with Section 2 below; and
- d. Assessment of Town operations and personnel.

2. Compensation and Hours. GPS shall be compensated for such services on an hourly basis, and shall perform such services generally as follows:

- a. GPS shall be available and shall be present "on-site" and within the Town for a number of hours not to exceed 24 hours per week, working in person at the Town Hall or attending meetings at other locations within Town limits, at an hourly rate of \$150.
- b. In addition, GPS shall be available for a total number of hours not to exceed 40 hours per week, with hours not worked "on-site" compensated at an hourly rate of

\$75.00.

c. In no event shall the total number of combined hours worked under this Agreement both "on-site" and remotely exceed a total of 40 hours per week.

d. GPS in consultation with the Board of Trustees shall determine the division of hours on-site and remote consistent with this Section 2. The Board of Trustees and GPS may mutually agree to some flexibility in this schedule in order to accommodate the needs of both GPS and the Town so long as the total number of hours "on-site" does not exceed 24 hours. **In the event GPS believes more than 24 hours in a given week may be necessary, GPS shall obtain permission in advance from the Mayor to do so.**

e. GPS shall be available at all times for urgent Town business via telephone, email, or text messaging.

3. Expenses. GPS shall be entitled to reimbursement for mileage associated with the Scope of Services herein at the Federal mileage rate as determined by the Internal Revenue Service.

4. Term. The term of this Agreement shall be on a month-to-month basis for a period of up to six months. A three month extension may be granted by mutual, written consent of both parties. This Agreement may be terminated by either party with or without cause upon 30 days' written notice.

5. Independent Contractor Status. It is expressly agreed and understood by and between the parties that GPS is an independent contractor, and as such, GPS is not a Town employee and is not entitled to payment or compensation from the Town or to any fringe benefits to which other Town employees are entitled other than as set forth herein. As an independent contractor, GPS further acknowledges that he is solely responsible for the payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, GPS and its employees will not make any claim, demand of application to or for any right or privilege applicable to any officer or employee of the Town, including without limitation workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement.

6. Compliance with Law. GPS shall comply with the provisions of the Town of Elizabeth Municipal Code, the laws of the State of Colorado, and all other applicable rules, policies, and laws applicable to the Town of Elizabeth.

7. Indemnification. GPS shall be defended and indemnified in its actions undertaken in its official capacity as Interim Town Administrator pursuant to all insurance coverages maintained by the Board and pursuant to the terms of the Colorado Governmental Immunity Act. GPS shall, however, not be indemnified for any act or omission that is willful and wanton, as those terms are defined under the Colorado Governmental Immunity Act.

8. Assignment. This Agreement may be assigned by GPS in the event GPS is acquired during the term of this Agreement to any successor corporation through which Mr. Lowe may subsequently perform services. The intent of this Agreement is that Mr. Lowe provide the

Interim Town Administrator services, and Mr. Lowe shall advise the Town in writing at such time an assignment becomes necessary.

9. Notices. Notice pursuant to this Agreement shall be given by hand-delivery or by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

TOWN: Town of Elizabeth
Attn: Mayor
P. O. Box 159
Elizabeth, CO 80107

GPS:

Notice shall be deemed given as of the date of personal service, or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

10. General Provisions.

a. Integration. This Agreement sets forth and establishes the entire understanding between the Town and GPS relating to the services provide herein by GPS.

b. Binding Effect. This Agreement shall be binding on the Town and GPS as well as their heirs, assigns, executors, personal representatives, and successors in interest.

c. Severability. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provisions hereof, and this Agreement shall remain in full force and effect except as to such invalid provision.

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

GOVERNMENT PROFESSIONAL
SOLUTIONS, LLC

By: _____
Name/Title: _____
Signature: _____



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

To: Board of Trustees
From: Alexandra Cramer, AICP, Planner/Project Manager
Date: January 13th, 2026
Subject: Main Street Station Site Plan and Use by Special Review – Request for Continuation

Summary

Main Street Station Elizabeth LLC, on behalf of property owner Troy Berget, has submitted a site plan application and Use by Special Review (USR) application for two commercial mixed-use buildings along Main Street in Elizabeth. The 2.12-acre site consists of two adjacent lots (1.07 acres and 1.05 acres each) located between Spruce Street and Walnut Street, currently zoned Downtown (DT).

The proposal consists of two 2-story buildings with commercial uses on the first floors and flexible second floors that allow either residential (up to nine attached units per building) or nonresidential uses (medical/professional offices). The USR application addresses the residential option, as attached residential on upper floors requires special review approval. The development includes 110 parking spaces, a detention pond, and landscaping throughout the site. The project will be constructed in two phases. Staff has reviewed the application materials and received comments and approvals from referral agencies.

Staff requests a continuation of the public hearing for the Main Street Station Site Plan and Use by Special Review applications (556 and 620 South Main Street) to the January 27th Board of Trustees meeting. This continuation will allow additional time for the Board and applicant to review and discuss the Site Plan Agreement, which is attached to this memo for your consideration. A complete staff report with full analysis and recommendations will be provided for the January 27th meeting.

Attachment(s)

Draft Site Plan Agreement

SITE PLAN AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2025, by and between the Town of Elizabeth, Colorado, a municipal corporation (the "Town"), and Main Street Station Elizabeth, a Colorado limited liability company (the "Developer").

RECITALS:

WHEREAS, the Developer is the owner of certain real property located in the Town of Elizabeth known as Main Street Station, which is more particularly described in **Exhibit A**, attached hereto and incorporated herein (the "Property");

WHEREAS, the Board of Trustees and the Planning Commission of the Town of Elizabeth held all necessary public hearings concerning the site plan for the Property in accordance with Article II of Chapter 16 of the Town of Elizabeth Municipal Code. A copy of the site plan is attached hereto as **Exhibit B** and incorporated herein; and

WHEREAS, the approvals cited above are contingent upon the express condition that all duties created by this Agreement are faithfully performed by the Developer.

AGREEMENT

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

1. Purpose. The purpose of this Agreement is to set forth the terms, conditions and fees to be paid by the Developer, upon approval of the site plan for the Property (the "Project"). All conditions contained herein are in addition to any and all requirements of the Town of Elizabeth Subdivision Ordinance and Zoning Ordinance, any and all state statutes, and any other sections of the Elizabeth Municipal Code, and are not intended to supersede any requirements contained therein.

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

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

b. The Developer acknowledges and agrees that the Town, pursuant to this Agreement, shall be granted construction easement(s) that are reasonably sufficient to complete the public improvements.

3. Specific Conditions.

a. The Developer hereby agrees to construct the following public improvements prior to the issuance of a building permit for the Property:

i. The paving and flatwork for the Walnut Street right-of-way as more particularly described in **Exhibit C**, attached hereto and incorporated herein by this reference;

ii. The Storm Sewer improvements in Walnut Street as more particularly described in **Exhibit C**, attached hereto and incorporated herein by this reference;

iii. The Storm Sewer improvements in Chestnut Street as more particularly described in **Exhibit C**, attached hereto and incorporated herein by this reference;

iv. The associated erosion control measures as more particularly described in **Exhibit C**, attached hereto and incorporated herein by this reference;

v. Developer shall pay **\$32,726.66** as its proportionate share of the 2025 improvement of Spruce Street. Such amount shall be paid prior to the issuance of the first building permit for the Project; and

vi. Landscaping improvements as more particularly described in **Exhibit C**, attached hereto and incorporated herein by this reference.

b. In addition to the specific public improvement obligations set forth in Paragraph 3.a. above, the Town and the Developer further agree as follows regarding certain Town fees applicable to the Project:

i. Water Tap Fee Credit. The Town and the Developer agree that the water tap fee applicable to this Project is and shall be subject to a credit and offset in the amount equal to the current tap fee for a two-inch (2") commercial tap fee.

ii. Renewable Water Resource Fee. The Parties agree that Ordinance 07-01 establishing a Renewable Resource Fee is inapplicable to the Property due to the timing of the initial purchase of the water tap.

iii. Sewer Tap Fees. The Town and the Developer agree that the sewer tap fee applicable to this Project, as determined pursuant to Town Resolution 23R37, shall be offset in the amount of Three Thousand Dollars (\$3,000.00) against the EQR of the proposed development ("Sewer Tap Credit"). The Sewer Tap Credit shall be applied by the Town at the time of purchasing the sewer tap fee for the Property; and

iv. Development Impact Fees. The Town and the Developer further agree that because a complete application for the Project was submitted by

Developer prior to the adoption of Article VIII of Chapter 4 of the Town of Elizabeth Municipal Code, the Developer shall not be subject to those Development Impact Fees enacted by the Town after Developer's submittal of such complete application.

4. Breach by the Developer; the Town's Remedies. In the event of a breach of any of the terms and conditions of this Agreement by the Developer, the 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. The refusal to issue any building permit or certificate of occupancy;
- b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;
- c. A demand that the security given for the completion of the public improvements be paid or honored; or
- d. Any other remedy available at law.

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

5. Public Improvements and Warranty. All drainage structures, paved streets, including sidewalk, curb, gutter and slope easements, and necessary appurtenances, as shown on the site plan, landscape plans and the associated construction documents (the "Public Improvements"), as approved by the Director of Public Works of the Town, shall be installed and completed at the expense of the Developer and dedicated and/or conveyed to the Town. The Public Improvements required by this Agreement and shown on the site plan, as well as associated construction documents approved by the Director of Public Works of the Town and the costs of these Public Improvements, are set forth on **Exhibit C**, attached hereto and incorporated herein. All Public Improvements covered by this Agreement shall be made in accordance with the site plan and associated construction documents drawn according to regulations and construction standards for such improvements and approved by the Director of Public Works of the Town.

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

- a. That the title conveyed shall be marketable and its transfer rightful;
- b. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- c. Any and all facilities so conveyed shall be 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 Public Improvements, no matter the cause, for a period of two (2) years, as stated above.

The Town will accept for maintenance all Public Improvements after the warranty period has expired, provided all warranty work has been completed. The Town shall accept for snow removal purposes only all dedicated public streets after probationary acceptance has been granted in writing by the Director of Public Works. The Developer shall make all corrections necessary to bring the Public 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 Developer'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 Public Improvements. Such approval shall be made by the Town only after completion of construction and in the manner hereinafter set forth.

7. Completion of Public Improvements. The obligations of the Developer 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 Public Improvements shall be made on or before such date. Upon completion of construction by the Developer of such Public Improvements, the Town's Director of Public Works or his designee shall inspect the improvements and certify with specificity their conformity or lack thereof to the Town's specifications. The Developer shall make all corrections necessary to bring the improvements into conformity with the Town's specifications. Once approved by the Town's 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 Public Improvements until the actual costs described in paragraphs 2.a. and b. of this Agreement are paid in full by the Developer.

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

9. Improvements to be the Property of the Town. All Public Improvements for roads, concrete curbs and gutters, storm sewers, and drainage improvements accepted by the Town shall be dedicated to the Town and warranted for a period of two (2) years following probationary acceptance by the Town, as provided above. Upon completion of construction and conformity

with the site plan and associated construction plans, and any properly approved changes, the Developer shall convey to the Town, by bill of sale, all installed physical facilities.

10. Performance Guarantee. In order to secure the construction and installation of the Public Improvements, the Developer shall, prior to issuance of any building permit on the Property, furnish the Town, at the Developer's expense, with the performance guarantee described herein. The performance guarantee provided by the Developer shall be an irrevocable letter of credit in which the Town is designated as beneficiary in an amount equal to one hundred ten percent (110%) of the estimated costs of the Public Improvements to be constructed and installed, as set forth in **Exhibit C**, to secure the performance and completion of the Public Improvements. The Developer agrees that approval of the site plan by the Town is contingent upon the Developer's provision of an irrevocable letter of credit to the Town within one hundred and eighty (180) days of the Developer's assignment of this Agreement, and no later than a total of one (1) year from the date of execution of this Agreement, in the amount and form provided herein. Failure of the Developer to provide an irrevocable letter of credit to the Town, in the manner provided herein, shall negate the Town's approval of the site plan. Letters of credit shall be substantially in the form and content set forth in **Exhibit D**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The Developer shall not start the construction of any public or private improvement 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 irrevocable letter of credit.

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

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

In the event the Public Improvements are not constructed or completed within the period of time specified by paragraph 7 of this Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the letter of credit to complete the Public Improvements called for in this Agreement. In the event the letter of credit is to expire

within fourteen (14) calendar days and the Developer has not yet provided a satisfactory replacement, the Town may draw on the letter of credit and either hold such funds as security for performance of this Agreement or spend such funds to finish the Public Improvements or correct problems with the Public Improvements, as the Town deems appropriate.

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

11. Nuisance Conditions. The Developer agrees to prevent the existence of any nuisances by way of its construction activities. In the event the authorized inspector/designated Town authority determines that a nuisance exists, the Developer shall be subject to the provisions set forth in Elizabeth Municipal Code regarding the abatement of nuisances and the cost assessed for the abatement thereof.

In addition to the provisions above, if the nuisance is not abated or an abatement plan is not submitted to the satisfaction of the Town, the Town may, upon thirty (30) days' notice under this Agreement, exercise the right to draw upon the performance guarantee specified in paragraph 10 of this Agreement. The Town may draw on the performance guarantee in order to pay the cost of abating the nuisance, including any expenses and penalties incurred under the Elizabeth Municipal Code. The Town may exercise this right in addition to, or in lieu of, the withholding of permits and/or the withholding of certificates of occupancy. The right to draw on the performance guarantee shall be subject to the sole discretion of the Town, provided the Developer has received thirty (30) days' notice, as provided herein.

12. Vested Rights. The Developer shall cause the Project to be developed consistent with this Site Plan. In consideration of the performance of this Agreement and the financial commitment by the Developer expressed herein, the parties agree that the approvals herein shall be designated as a site specific development plan within the meaning of Article V of Chapter 16 of the Elizabeth Municipal Code, and shall be vested for a period of three (3) years from the date of completion of the Public Improvements required in Paragraph 3 hereunder ("Vested Period"). During this Vested Period, the Town agrees that it shall not take any action to modify, amend, delete or otherwise change the Site Plan for the Property without the written consent of the Developer. In the event Developer or Developer's assignee does not post a Performance Guarantee as required by this Agreement, such failure shall constitute a forfeiture of such vested rights consistent with Section 16-5-50 of the Town of Elizabeth Municipal Code.

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

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

The Developer shall require that all contractors and other employees engaged in construction of Public 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.

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

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

16. 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.

17. 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.

18. 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.

19. 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.

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

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

22. 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: Town Administrator
151 S. Banner Street
Elizabeth, Colorado 80107

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

Notice to Developer: _____

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

24. 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.

25. Assignment or Assignments. Assignment of this Agreement by the Developer shall only be permitted with the consent of the Board of Trustees, with such consent based on a demonstration of the financial assurances of the Developer's assignee to perform the obligations required hereunder.

26. Title and Authority. The Developer 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 Developer and the undersigned individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.

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

TOWN OF ELIZABETH, COLORADO

By: _____
Angela Ternus, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Town Attorney

DEVELOPER:
MAIN STREET STATION ELIZABETH, LLC
a Colorado limited liability company

By: _____
[Name, title]

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 (legal description)

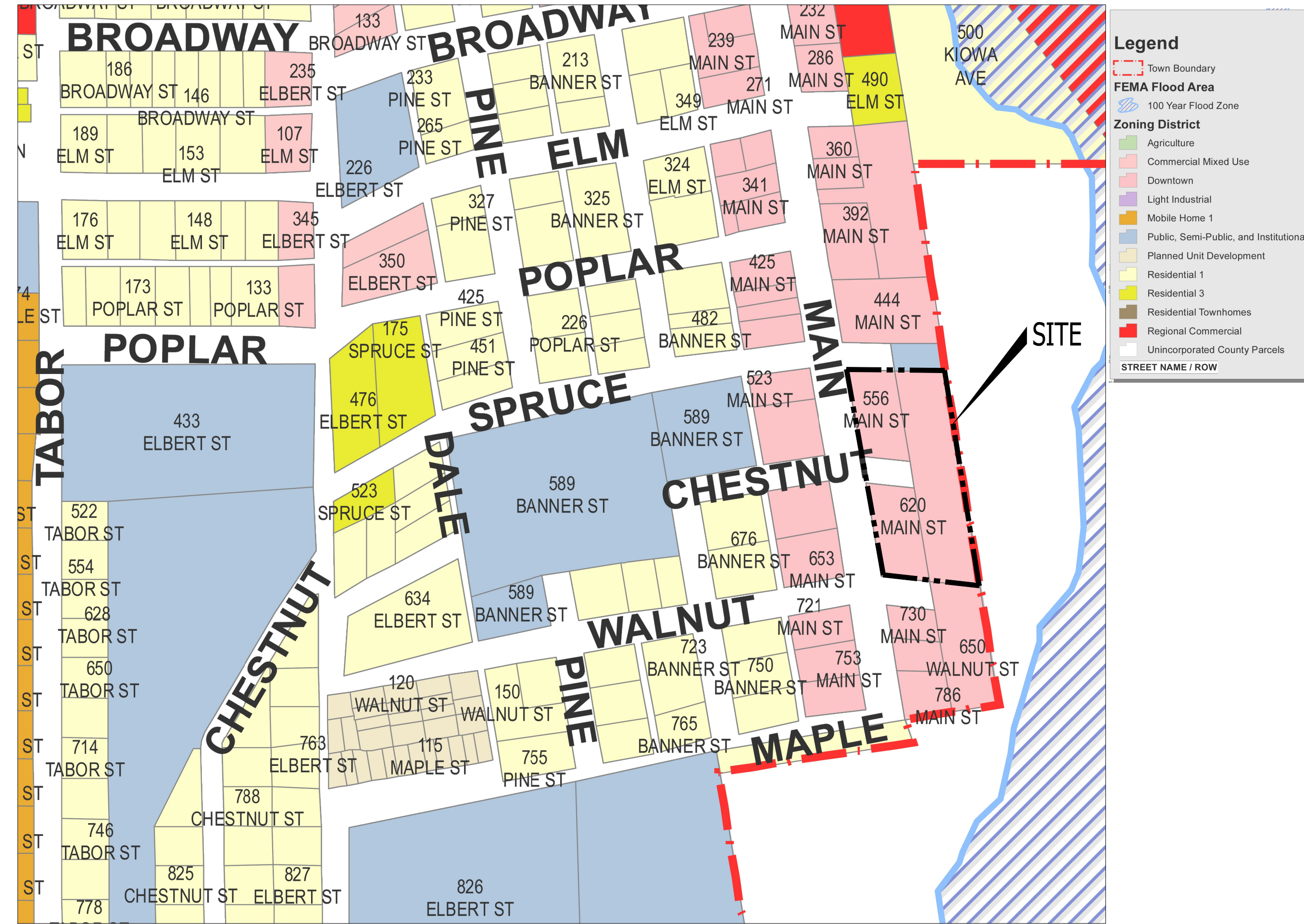
Part of Section 18, T. 8 S, R. 64 W, 6th p.m. Town of Elizabeth, County of Elbert, State of Colorado, Lots 1 & 2, Main Street Station Minor Subdivision

SITE PLAN FOR MAIN STREET STATION

PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION
2.12 ACRES LOCATED AT: 556 & 620 S MAIN STREET

| GENERAL SITE DATA | |
|---------------------|------------------------|
| ZONING: | DOWNTOWN |
| CURRENT USE: | VACANT |
| PROPOSED USE: | COMMERCIAL MIXED USE |
| PROPERTY AREA: | 92,497 SF - 2.12 ACRES |
| DISTURBED AREA(LOC) | 2.15 ACRES |
| LATITUDE: | 39° 21' 30" N |
| LONGITUDE: | 104° 35' 41" W |

| GENERAL SITE DATA: | |
|--------------------------|--|
| LOT 1 - (PHASE 1) | |
| AREA: | 1.07 AC (46,813 SF) |
| # BLDGS: | 1 |
| GROSS FLOOR AREA: | 18,575 SF (39.7%) |
| UNDER ROOF COVERAGE: | 9,305 SF (20.0%) |
| BLDG HEIGHT: | 28'-3/4" |
| USE: | FLOOR 1 - MIXED USE COMMERCIAL FLOOR 2 - PROFESSIONAL, COMMERCIAL, OR BUSINESS OFFICES / PERSONAL SERVICES ESTABLISHMENT OR UP TO 9 RESIDENTIAL DWELLING UNITS |
| LOT 2 - (PHASE 2) | |
| AREA: | 1.05 AC (45,684 SF) |
| # BLDGS: | 1 |
| GROSS FLOOR AREA: | 27,470 SF (60.1%) |
| UNDER ROOF COVERAGE: | 9,180 SF (20.0%) |
| BLDG HEIGHT: | 24'-6" |
| USE: | FLOOR 1 - MIXED USE COMMERCIAL FLOOR 2 - PROFESSIONAL, COMMERCIAL, OR BUSINESS OFFICES / PERSONAL SERVICES ESTABLISHMENT OR UP TO 9 RESIDENTIAL DWELLING UNITS |
| PARKING TOTALS | |
| TOTAL STALLS | 110 |
| STANDARD STALLS | 105 |
| TOTAL ADA STALLS | 5 |
| VAN ADA STALLS | 2 |
| PHASE 1 | |
| TOTAL STALLS | 76 |
| STANDARD STALLS | 73 |
| TOTAL ADA STALLS | 3 |
| VAN ADA STALLS | 1 |
| PHASE 2 | |
| TOTAL STALLS | 34 |
| STANDARD STALLS | 32 |
| TOTAL ADA STALLS | 2 |
| VAN ADA STALLS | 1 |



VICINITY MAP
SCALE: 1" = 200'-0"
SECTION-18 TOWNSHIP-8 S RANGE-64 W

LEGAL DESCRIPTION
PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION

BASIS OF BEARING & BENCHMARKS
NGS BENCHMARK DESIGNATION X336, PID: KK0308, USGS QUAD: ELIZABETH (1994) LAT: 39.36186 (Dec.) LONG: 104.60664 (Dec.) ELEVATION: 6571.77'

| CONTACTS | |
|----------------------|---|
| OWNER/APPLICANT: | MAIN STREET STATION ELIZABETH LLC 5369 GRAND FIR WAY PARKER, CO 80134 CONTACT: TROY BERGET (303) 507-4064 |
| CIVIL ENGINEER: | ROTH LANG ENGINEERING GROUP, LLC 6855 S. HAVANA ST. SUITE 600 CENTENNIAL, CO 80112 CONTACT: KEVIN ROTH, P.E. (303) 841-9365 |
| ARCHITECT: | ALAN LI ARCH DESIGN ALANLI.ARCHDESIGN@GMAIL.COM CONTACT: ALAN LI (312) 928-9985 |
| LANDSCAPE ARCH: | WESTERN LANDS LLC 11038 TWENTY MILE ROAD PARKER, CO 80134 CONTACT: TOM ROBERTS (720) 936-9973 |
| ELECTRICAL ENGINEER: | PRIMERA ENGINEERS LTD. 7822 S. WHEELING COURT SUITE B ENGLEWOOD, CO 80112 CONTACT: THOM EVERT (303) 696-1257 |

| SHEET INDEX | |
|-----------------|--------------------------------|
| C1.0 (1 OF 18) | COVER SHEET |
| C2.0 (2 OF 18) | SITE DIMENSION PLAN |
| C3.0 (3 OF 18) | SITE UTILITY PLAN |
| C4.0 (4 OF 18) | SITE GRADING PLAN - PHASE 1 |
| C5.0 (5 OF 18) | SITE GRADING PLAN - PHASE 2 |
| C6.0 (6 OF 18) | SITE CROSS SECTIONS |
| C7.0 (7 OF 18) | TRASH ENCLOSURE DETAILS |
| L1.0 (8 OF 18) | LANDSCAPE PLAN |
| L2.0 (9 OF 18) | LANDSCAPE DETAILS & NOTES |
| P3.1 (10 OF 18) | BUILDING 1 ELEVATIONS |
| P3.2 (11 OF 18) | BUILDING 2 ELEVATIONS |
| P3.3 (12 OF 18) | AVERAGE BUILDING HEIGHT |
| P7.1 (13 OF 18) | BUILDING 1 MATERIALS |
| P7.2 (14 OF 18) | BUILDING 2 MATERIALS |
| E1.0 (15 OF 18) | PHOTOMETRIC PLAN |
| E2.0 (16 OF 18) | PHOTOMETRIC DETAILS & SCHEDULE |
| E3.0 (17 OF 18) | LIGHT FIXTURE CUTSHEETS |
| E4.0 (18 OF 18) | LIGHT FIXTURE CUTSHEETS |

| DT ZONING DISTRICT DIMENSIONAL STANDARDS | |
|---|---|
| BLDG HEIGHT: | 30' MAX. HEIGHT |
| BLDG SETBACKS: | 0' - FRONT-PUBLIC RIGHT OF WAY 5' - REAR 0' - INTERIOR SIDE 5' - STREET SIDE-PUBLIC RIGHT OF WAY |
| MIN. LOT SIZE: | 800 SF |
| REQUIRED: | |
| MIN. VEGETATIVE AREA | 5% |
| PROVIDED: | |
| MAX. PROVIDED LOT COVERAGE: UNDER ROOF | 20.0% |
| VEGETATIVE AREA | 27.7% |

APPLICANT/DEVELOPER SIGNATURE BLOCK

MAIN STREET STATION ELIZABETH LLC DATE

DATE OF PREPARATION: 03-18-2025
ROTH LANG
ENGINEERING GROUP, LLC
6855 S. HAVANA STREET, SUITE 600
CENTENNIAL, CO 80112
PHONE: 303-841-9365

COVER SHEET
SHEET NUMBER:
C1.0
1 OF 18

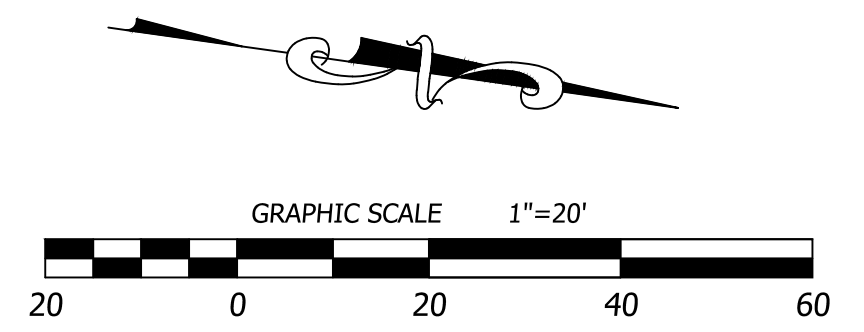
KEY:

- ① ENTRY DOOR
- ② STAIRS W/ HANDRAIL
- ③ PROPOSED ADA RAMP
- ④ PROPOSED ADA SIGN (TYP)
- ⑤ PROPOSED RAMP W/ HANDRAIL
- ⑥ TURNDOWN SIDEWALK
- ⑦ PROPOSED 2018 IFC FIRE LANE SIGN TYPE "C" SEE DETAIL ON THIS SHEET
- ⑧ LANDSCAPED ISLAND



SITE PLAN FOR MAIN STREET STATION

PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT,
STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION
2.12 ACRES LOCATED AT: 556 & 620 S MAIN STREET



PARKING SUMMARY TABLES:

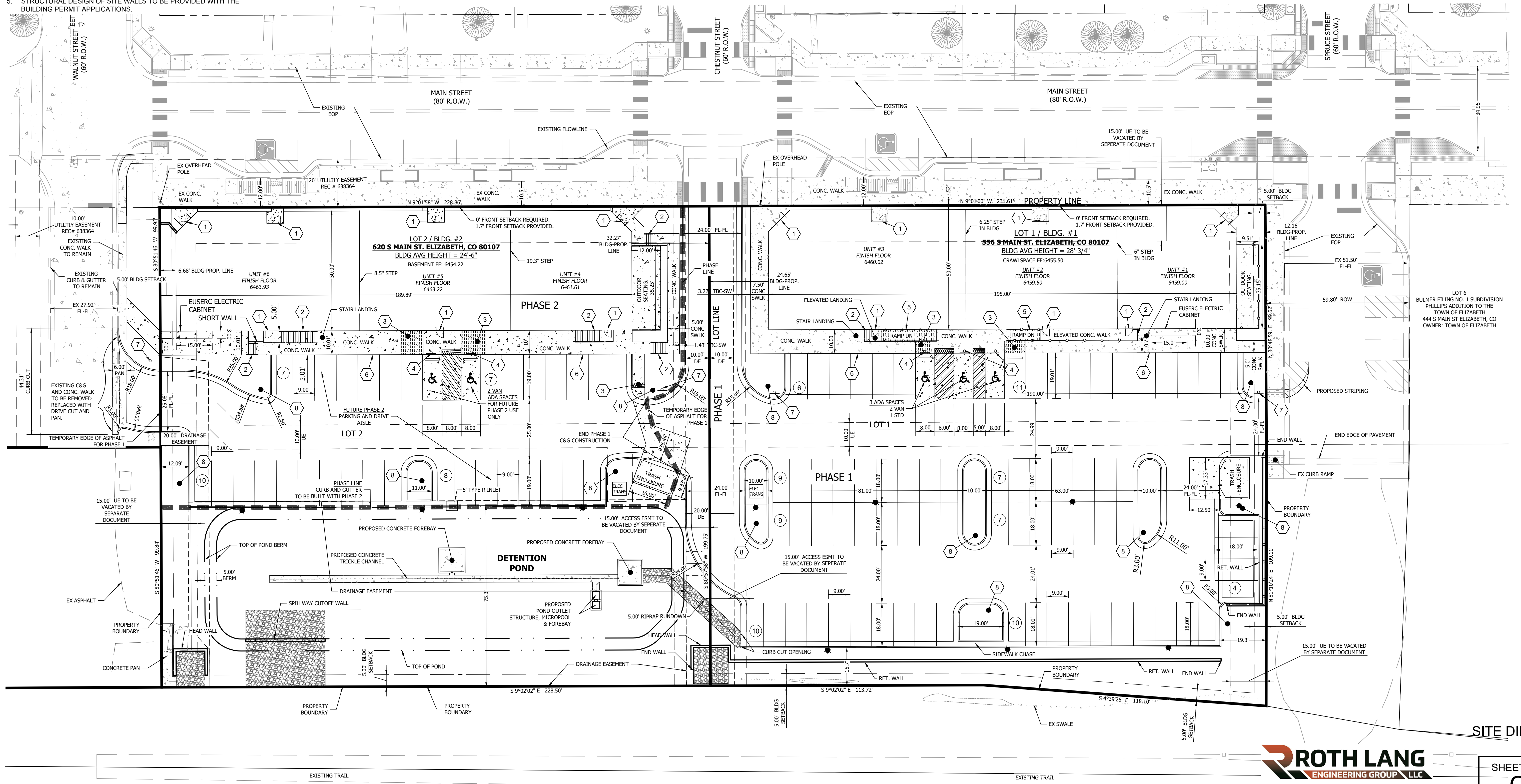
| PHASE 1 PARKING TOTAL | | PHASE 2 PARKING TOTAL | | PROJECT PARKING TOTAL | |
|-----------------------|----|-----------------------|----|-----------------------|-----|
| STANDARD SPACES | 73 | STANDARD SPACES | 32 | STANDARD SPACES | 105 |
| ADA SPACES | 3 | ADA SPACES | 2 | ADA SPACES | 5 |
| VAN ADA SPACE | 1 | VAN ADA SPACE | 1 | VAN ADA SPACE | 2 |
| TOTAL SPACES | 76 | TOTAL SPACES | 34 | TOTAL SPACES | 110 |

NOTES:

1. ALL CURB RADIUS ARE 5-FT UNLESS OTHERWISE INDICATED.
2. ALL CURB AND GUTTER IS 6" VERTICAL WITH 2' PAN UNLESS OTHERWISE INDICATED.
3. ALL PARKING AND DRIVE SURFACES ARE ASPHALT UNLESS INDICATED.
4. ALL NEW EASEMENTS ARE TO BE DEDICATED BY SEPARATE DOCUMENT.
5. STRUCTURAL DESIGN OF SITE WALLS TO BE PROVIDED WITH THE BUILDING PERMIT APPLICATIONS.

HATCHING LEGEND

- ACCESSIBLE RAMP
- CONCRETE PAVING
- RIPRAP / GRAVEL
- TRUNCATED DOMES



SITE DIMENSION PLAN



6855 S. HAVANA STREET, SUITE 600
CENTENNIAL, CO 80112
PHONE: 303-841-9365

SHEET NUMBER:
C2.0
2 OF 18

| REQUIRED FIRE FLOWS | | | |
|---------------------|-----------|------------|----------------|
| BUILDING | FIRE AREA | REQ'D FLOW | MIN. # OF HYD. |
| BLDG #1 (I-B) | 18,575 SF | 3,000 GPM* | 3 |
| BLDG #2 (IIB) | 27,470 SF | 3,500 GPM* | 4 |

* ALLOWABLE REDUCTION FOR FIRE SPRINKLER = 25% OR REQUIREMENT.
(IFC 2018 TABLE B105.2)

| | | |
|--------|-------------------|------------------------|
| BLDG 1 | 3,000 * 25% = 750 | MIN ALLOWED = 1500 GPM |
| BLDG 2 | 3,500 * 25% = 875 | MIN ALLOWED = 1500 GPM |

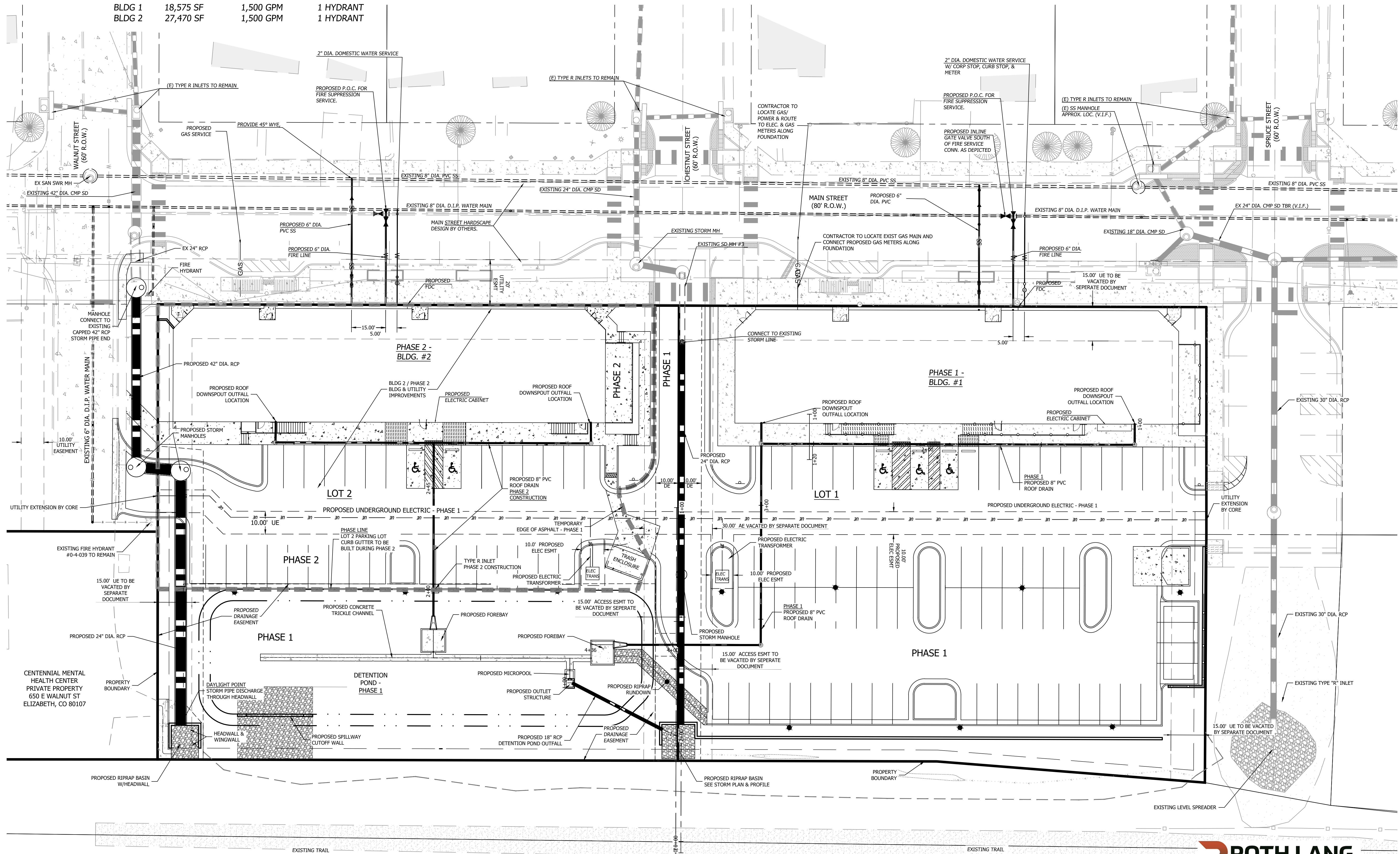
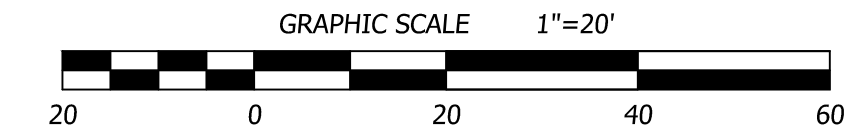
WITH REDUCTIONS

| | | | |
|--------|-----------|-----------|-----------|
| BLDG 1 | 18,575 SF | 1,500 GPM | 1 HYDRANT |
| BLDG 2 | 27,470 SF | 1,500 GPM | 1 HYDRANT |

SITE PLAN FOR MAIN STREET STATION

PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT,
STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION
2.12 ACRES LOCATED AT: 556 & 620 S MAIN STREET

NOTE: ALL NEW EASEMENTS ARE
TO BE DEDICATED BY SEPARATE
DOCUMENT



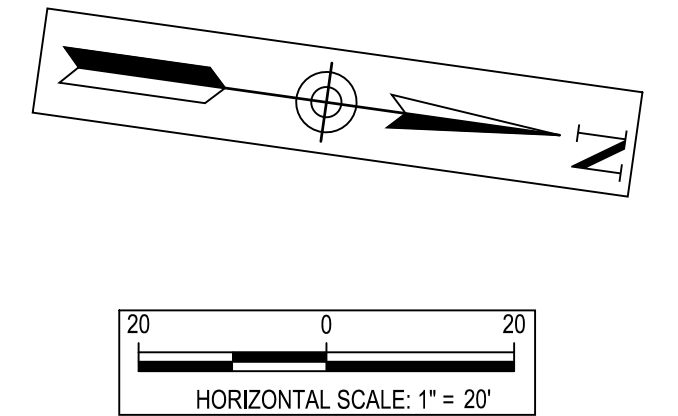
ROTH LANG
ENGINEERING GROUP, LLC
6855 S. HAVANA STREET, SUITE 600
CENTENNIAL, CO 80112
PHONE: 303-841-9365

SITE UTILITY
PLAN
SHEET NUMBER:
C3.0
3 OF 18

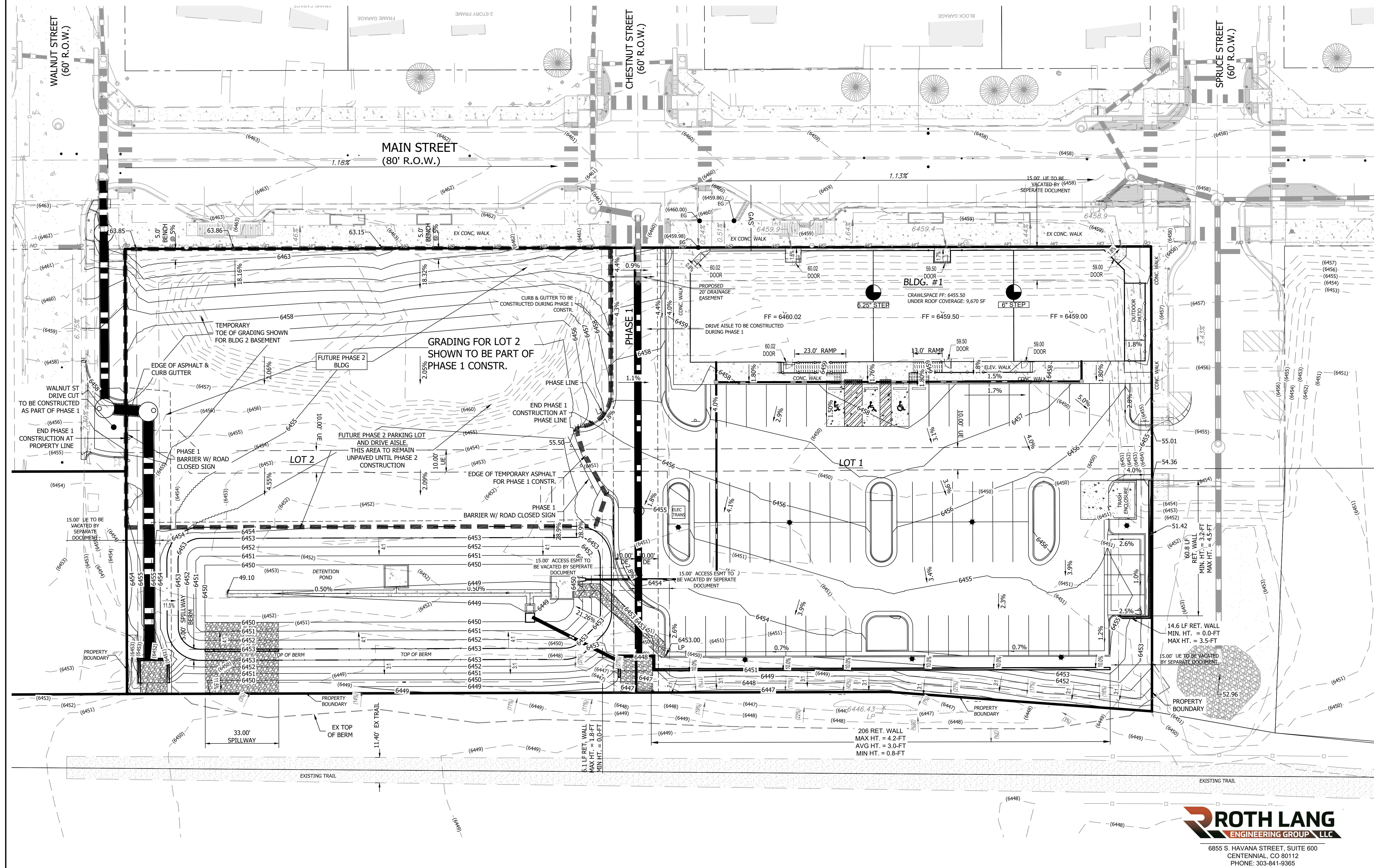
SITE PLAN FOR MAIN STREET STATION

PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT,
STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION
2.12 ACRES LOCATED AT: 556 & 620 S MAIN STREET

NOTE: ALL NEW EASEMENTS
ARE TO BE DEDICATED BY
SEPARATE DOCUMENT



EARTHWORK SUMMARY:
 LOT 1 PHASE 1: 8,068 CY FILL (IMPORT)
 LOT 2 PHASE 1: 3,652 CY CUT (EXPORT) (INTERIM GRADING)
 PHASE 1 TOTAL: 4,416 CU YD FILL (IMPORT)
 POND VOLUME: 0.54 AC FT



ROTH LANG
 ENGINEERING GROUP, LLC
 6855 S. HAVANA STREET, SUITE 600
 CENTENNIAL, CO 80112
 PHONE: 303-841-9365

SITE GRADING
 PLAN - PHASE 1
 SHEET NUMBER:
C4.0
 4 OF 18

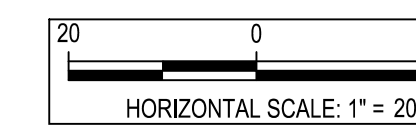
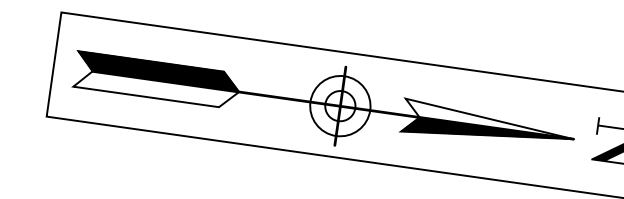
SITE PLAN FOR MAIN STREET STATION

PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT,
STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION
2.12 ACRES LOCATED AT: 556 & 620 S MAIN STREET

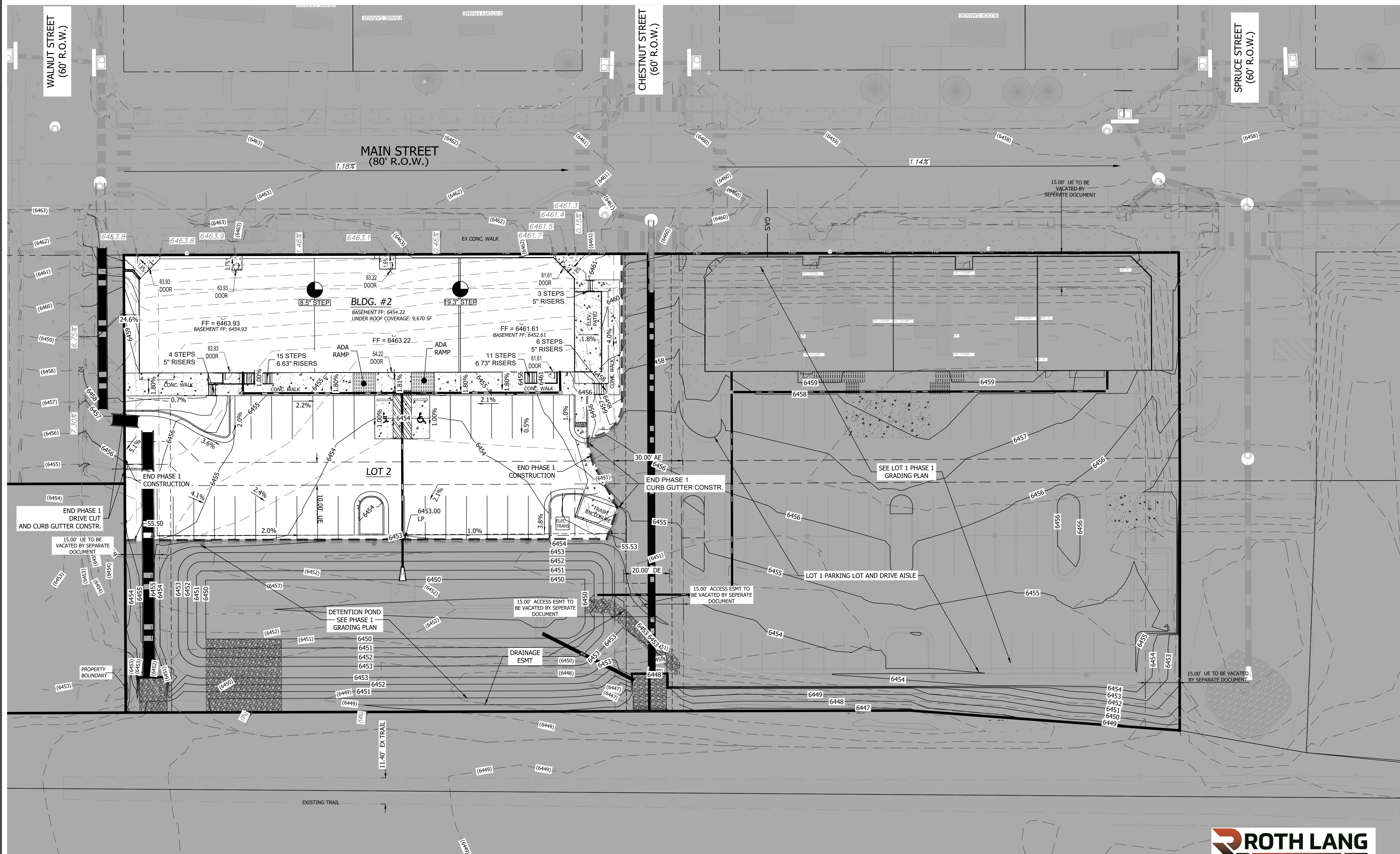
KEY:

AREA OUTSIDE OF PHASE LIMITS

NOTE: NEW EASEMENTS TO BE
DEDICATED BY SEPARATE
DOCUMENT



EARTHWORK:
LOT 2 PHASE 2: 966 CY FILL (IMPORT) (FINAL GRADING)

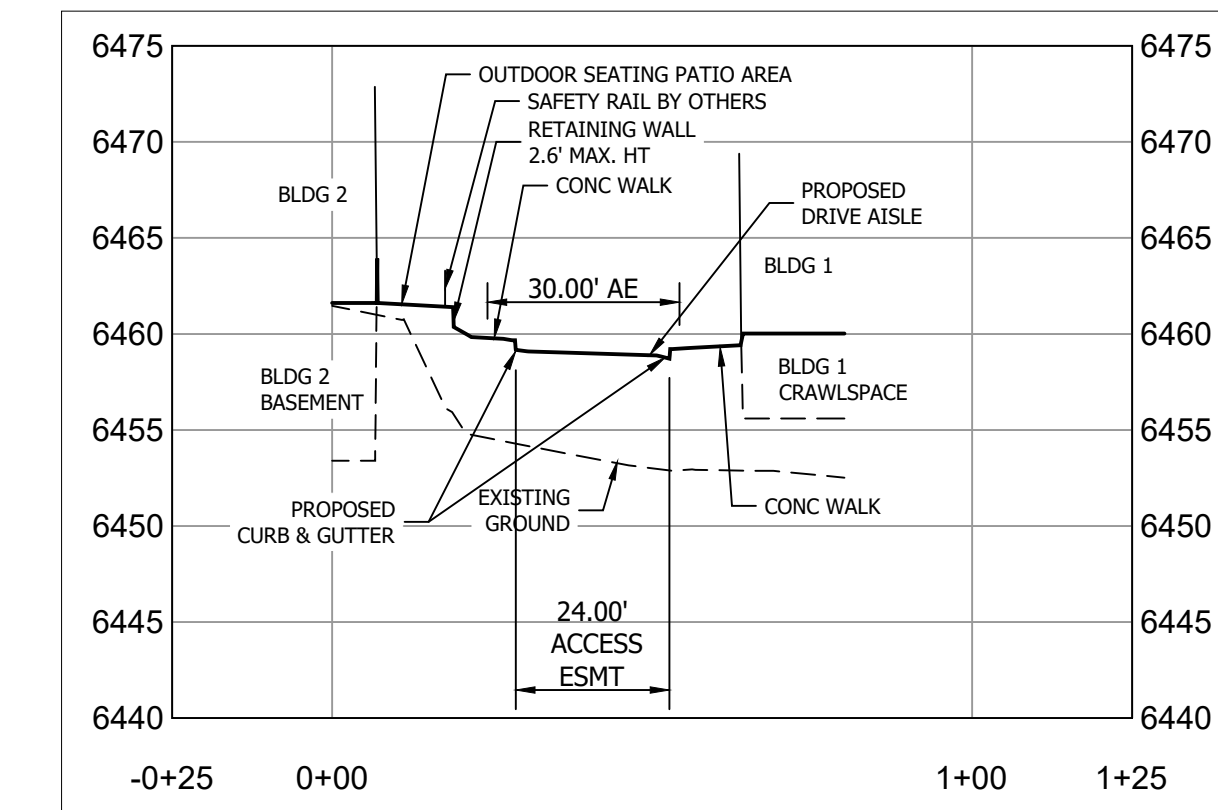
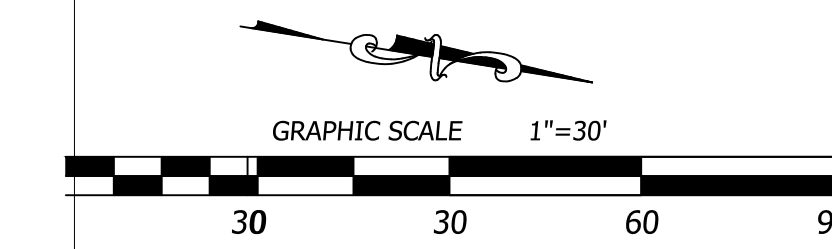
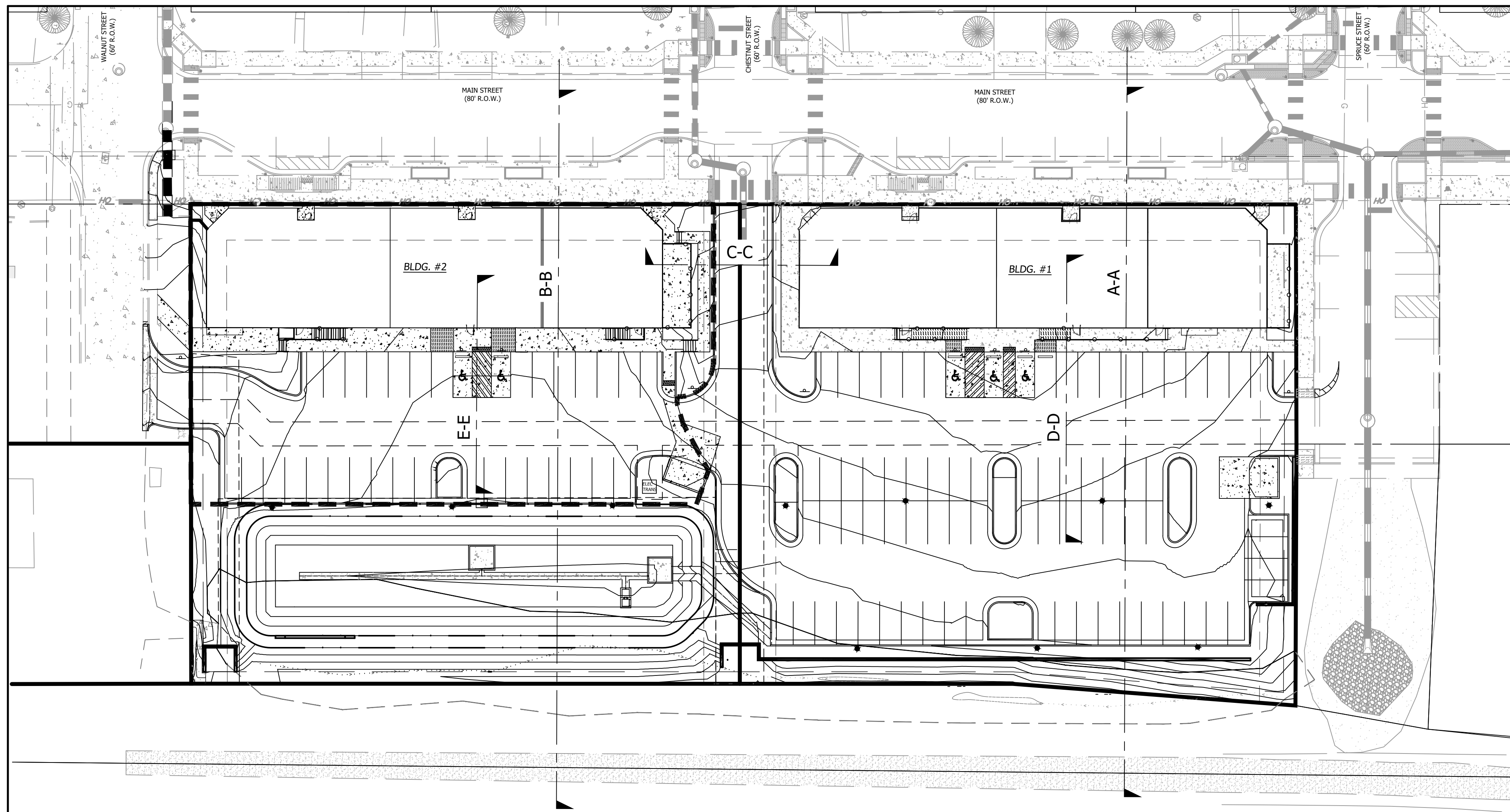


ROTH LANG
ENGINEERING GROUP, LLC
6855 S. HAVANA STREET, SUITE 600
CENTENNIAL, CO 80112
PHONE: 303-841-9365

SITE GRADING
PLAN - PHASE 2
SHEET NUMBER:
C5.0
5 OF 18

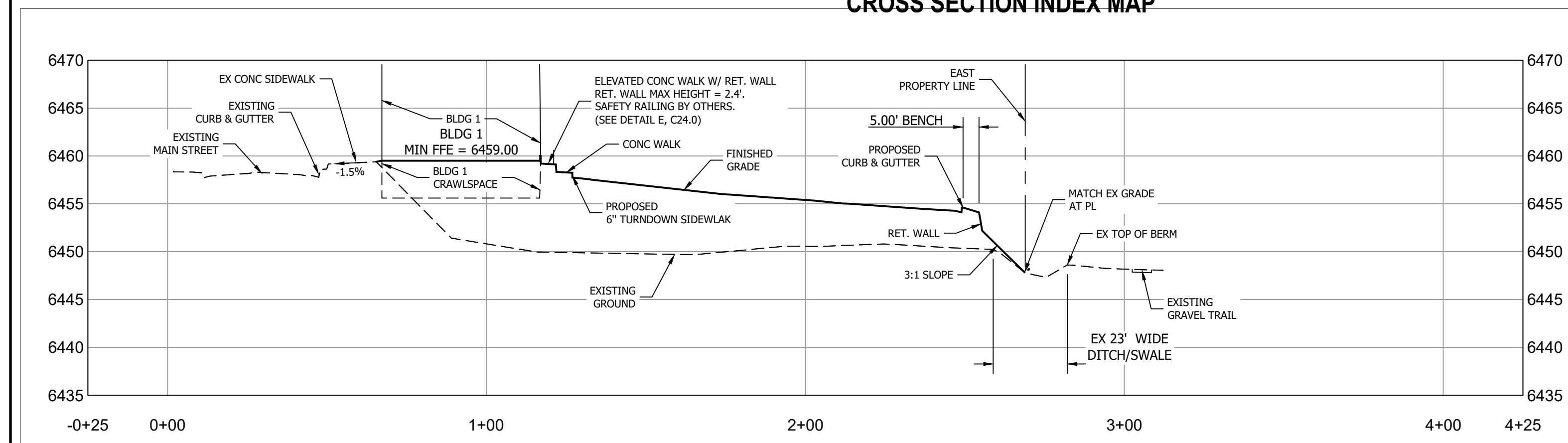
SITE PLAN FOR MAIN STREET STATION

PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT,
STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION
+/- 2.12 ACRES LOCATED AT: 556 & 620 S MAIN STREET

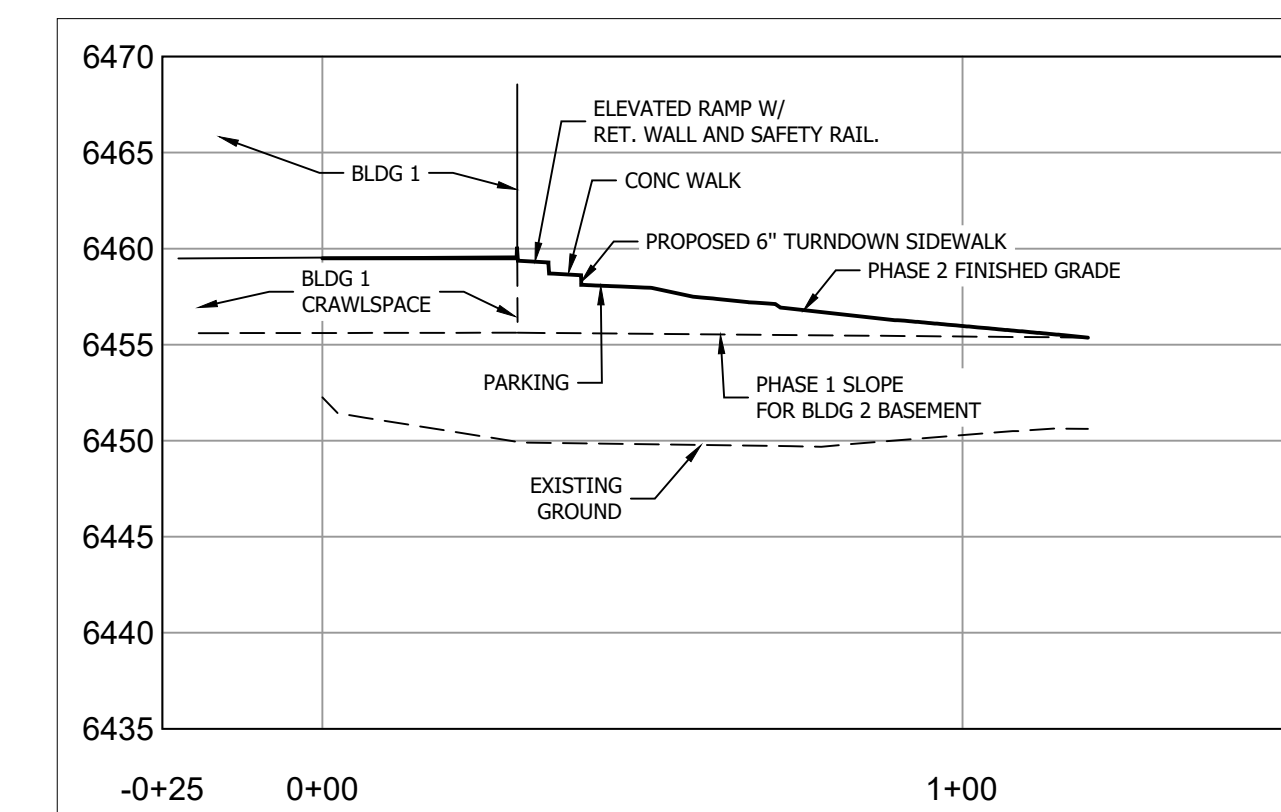


**CROSS SECTION C-C
(BETWEEN BUILDINGS)**

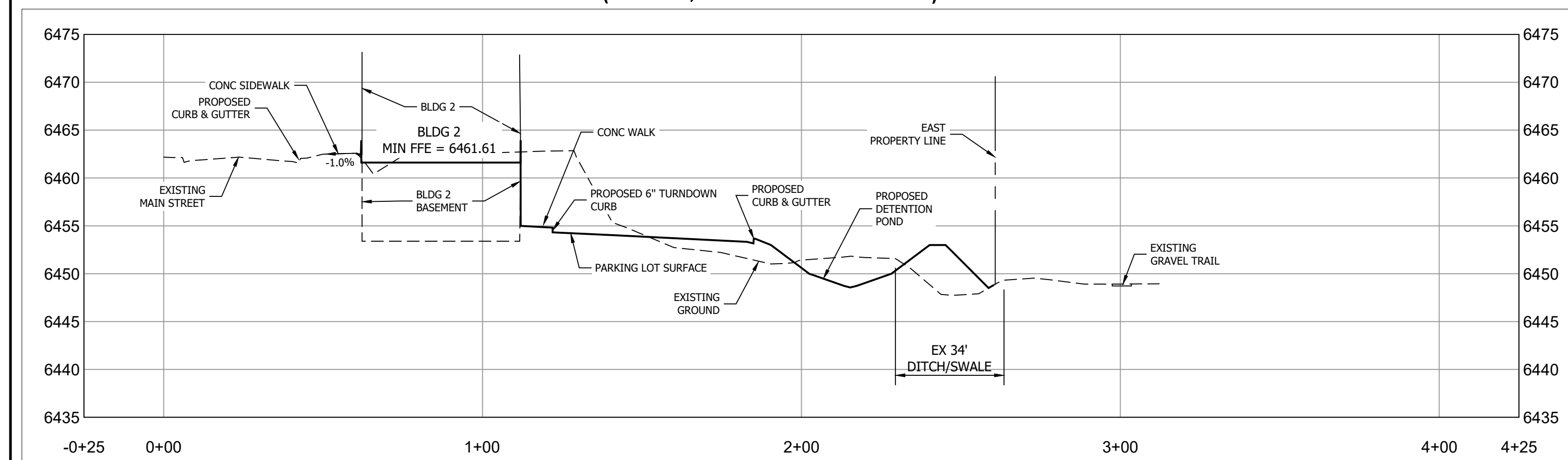
CROSS SECTION INDEX MAP



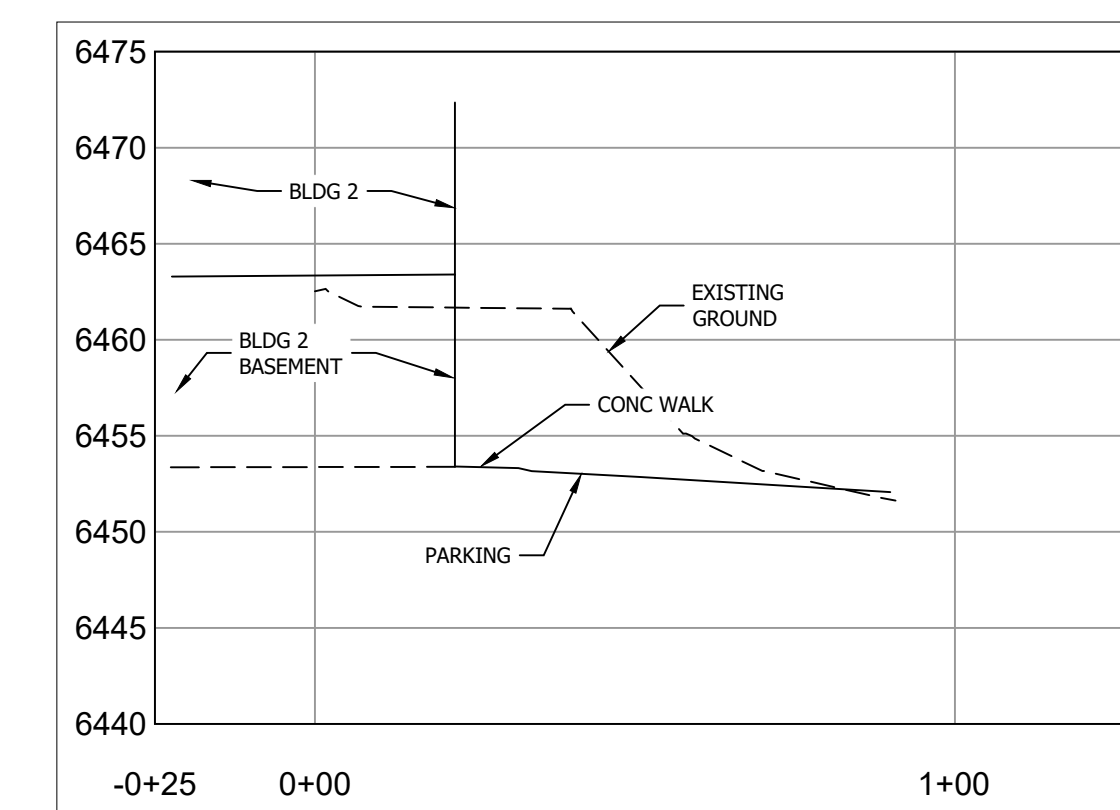
**CROSS SECTION A-A
(BLDG 1, E-W CROSS SECTION)**



**CROSS SECTION E-E
(BLDG 2 REAR ENTRANCE)**



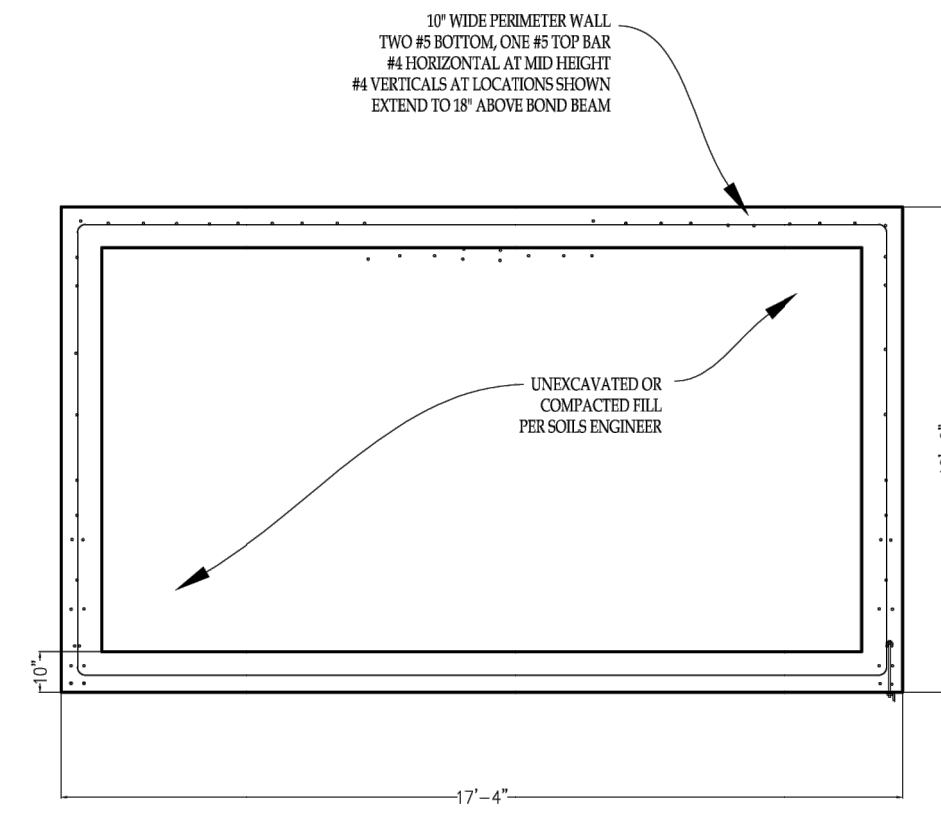
**CROSS SECTION B-B
(BLDG 2, E-W CROSS SECTION)**



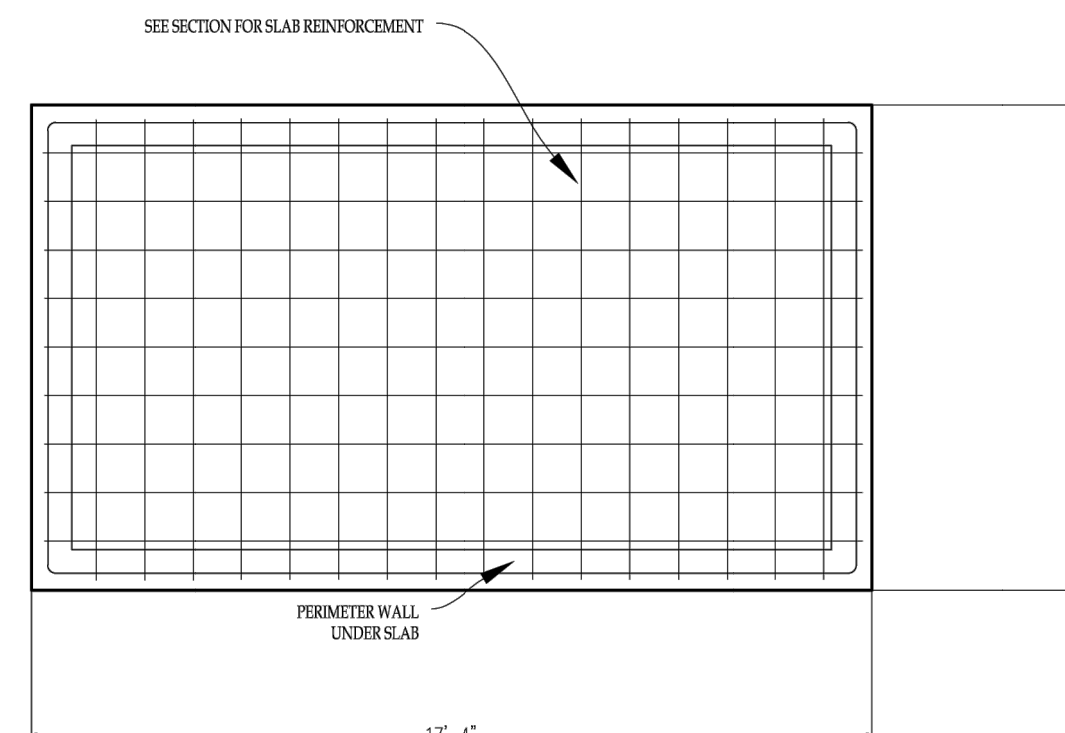
**CROSS SECTION D-D
(BLDG 1 REAR ENTRANCE)**

SITE PLAN FOR MAIN STREET STATION

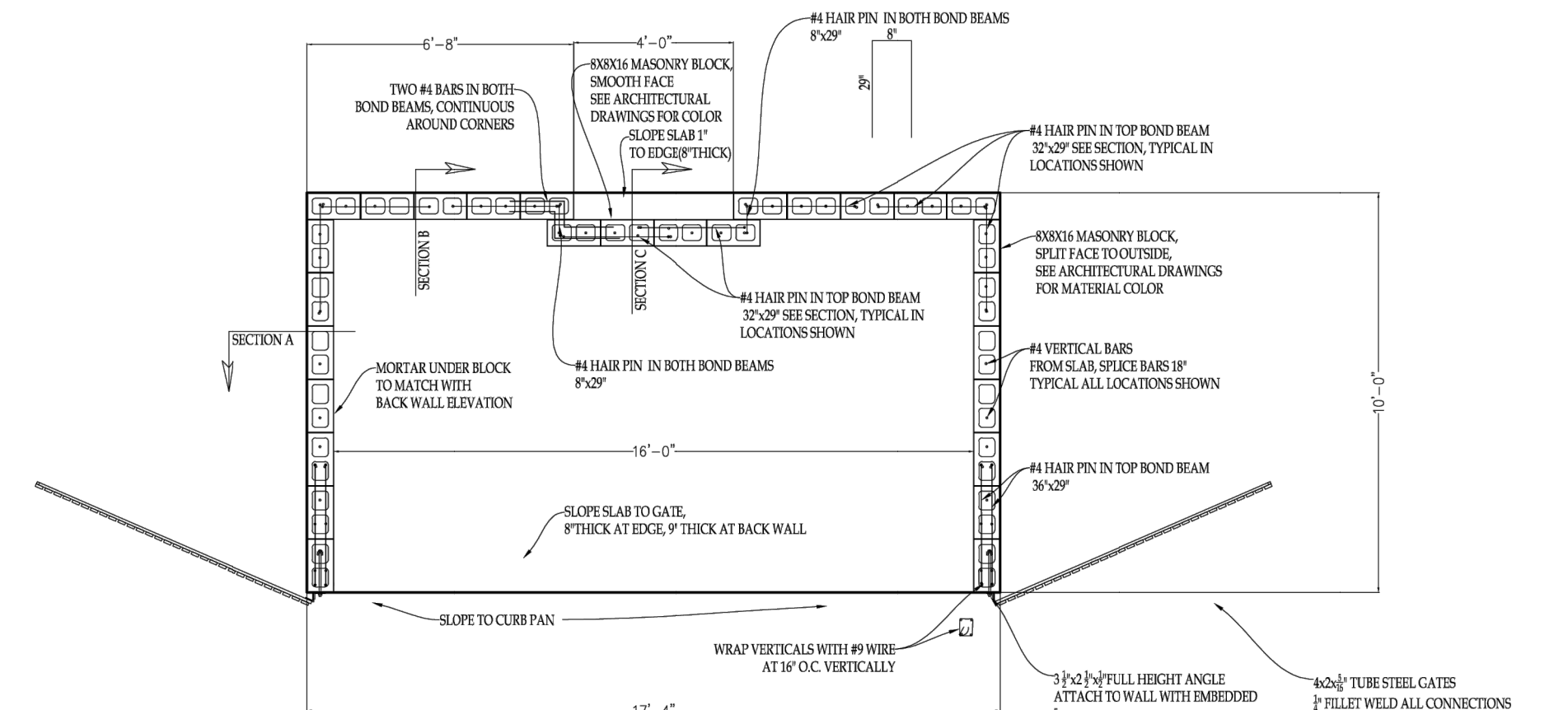
PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT,
STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION
2.12 ACRES LOCATED AT: 556 & 620 S MAIN STREET



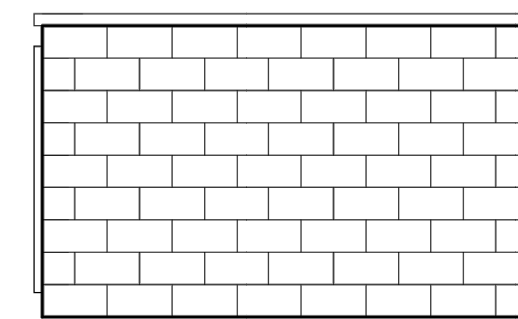
1 FOUNDATION WALL PLAN



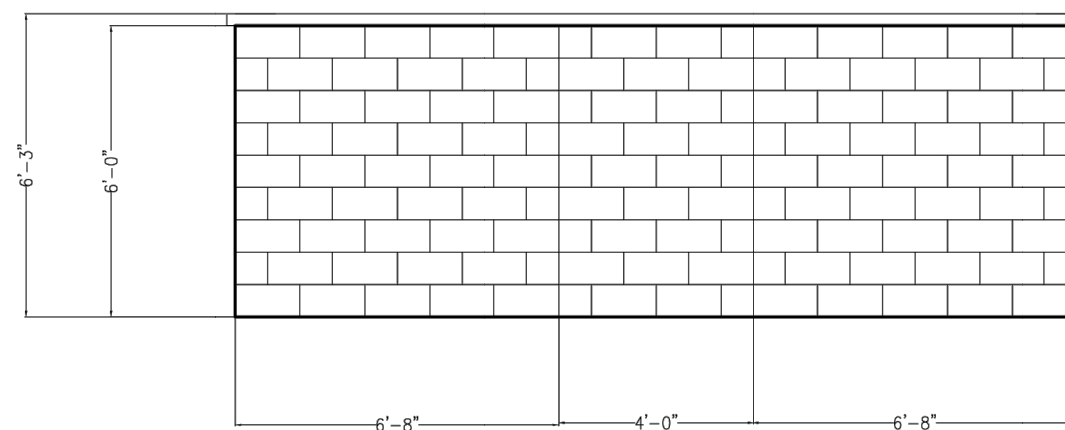
2 SLAB PLAN



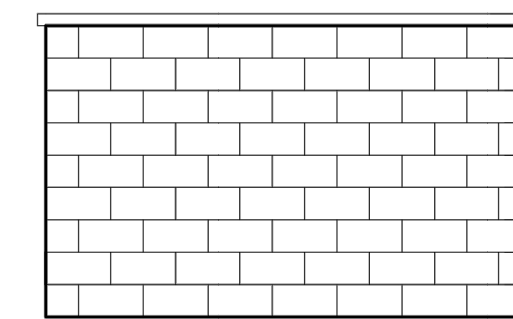
3 MASONRY WALL PLAN



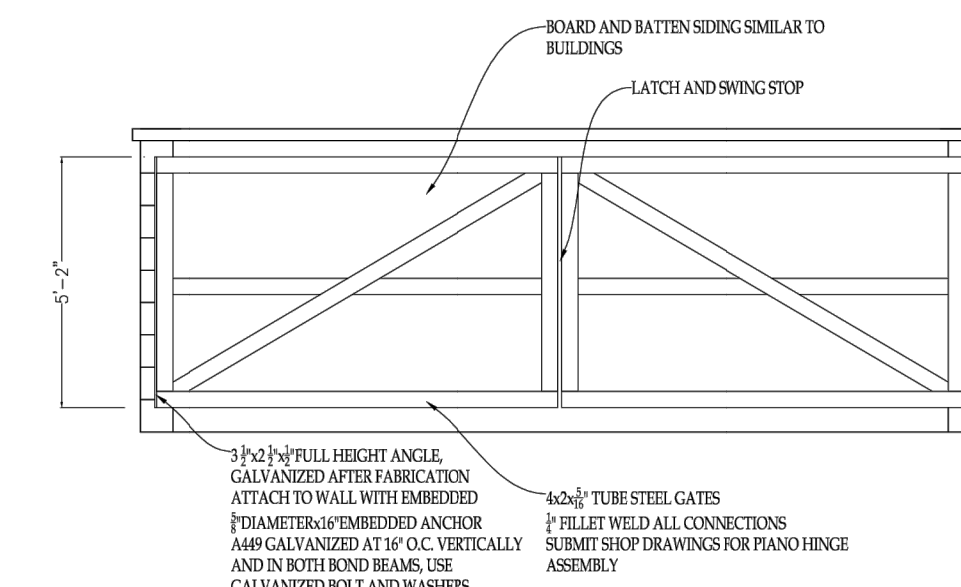
4 RIGHT SIDE ELEVATION



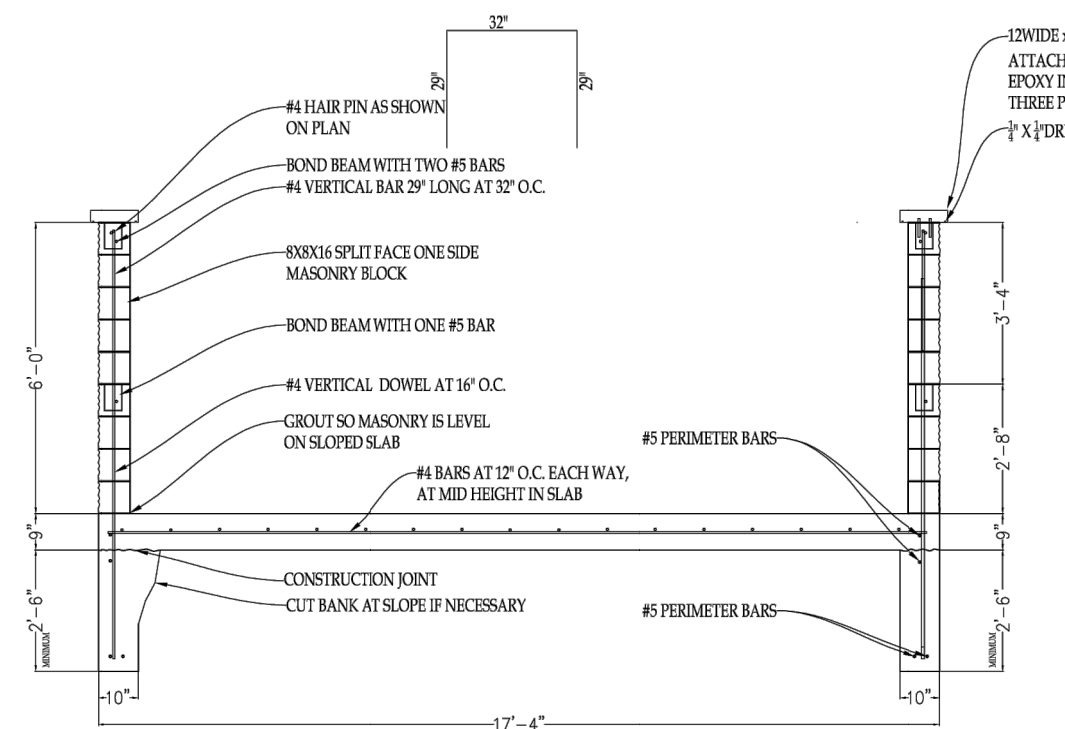
5 REAR ELEVATION



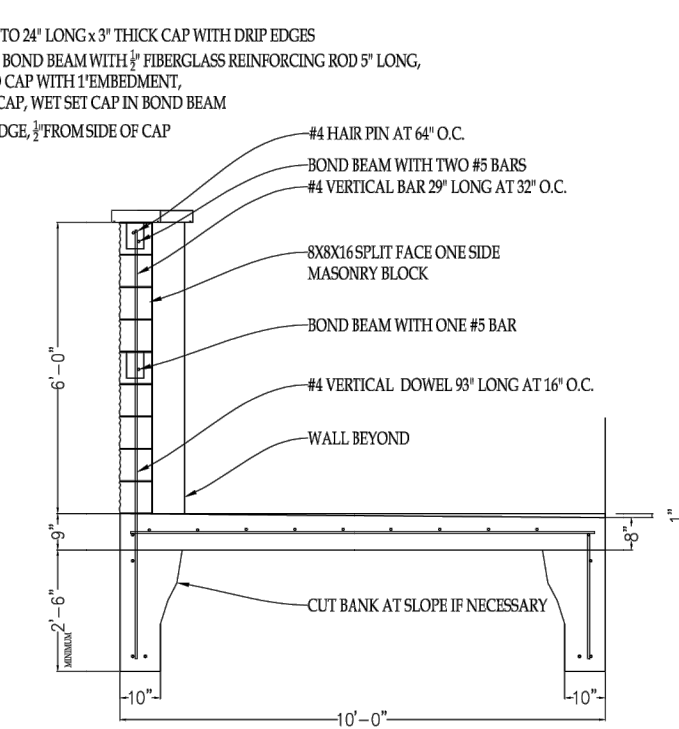
6 LEFT SIDE ELEVATION



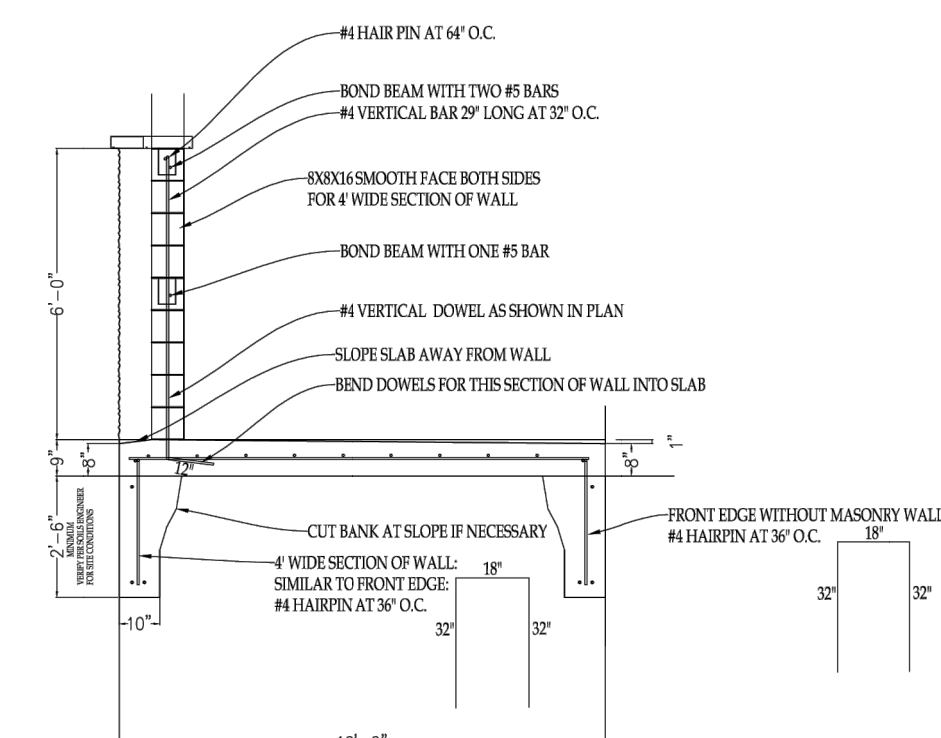
7 FRONT ELEVATION



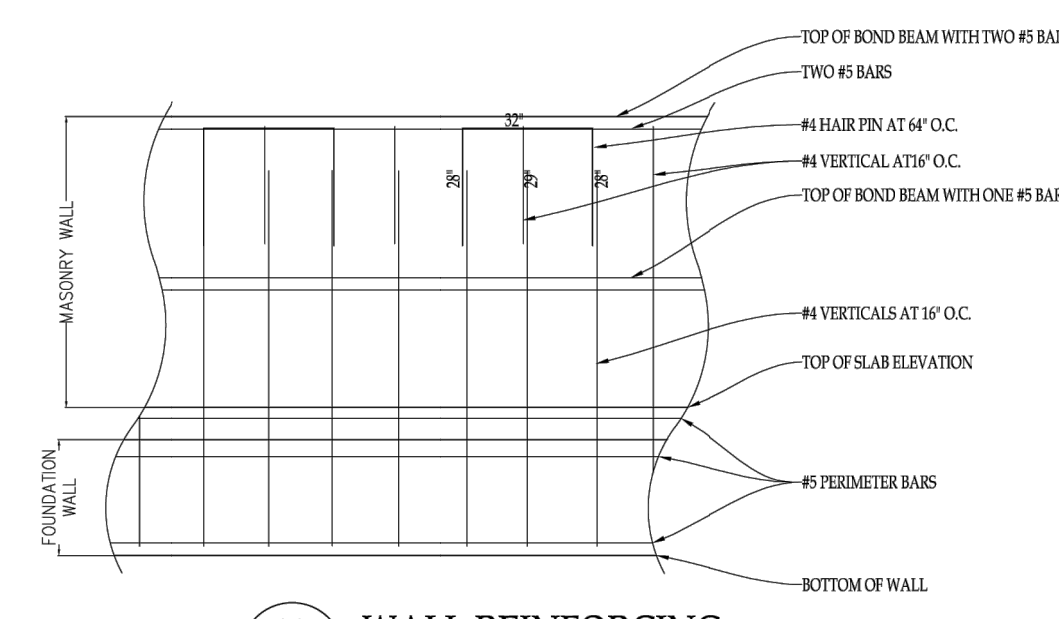
8 SECTION A



9 SECTION B



10 SECTION C



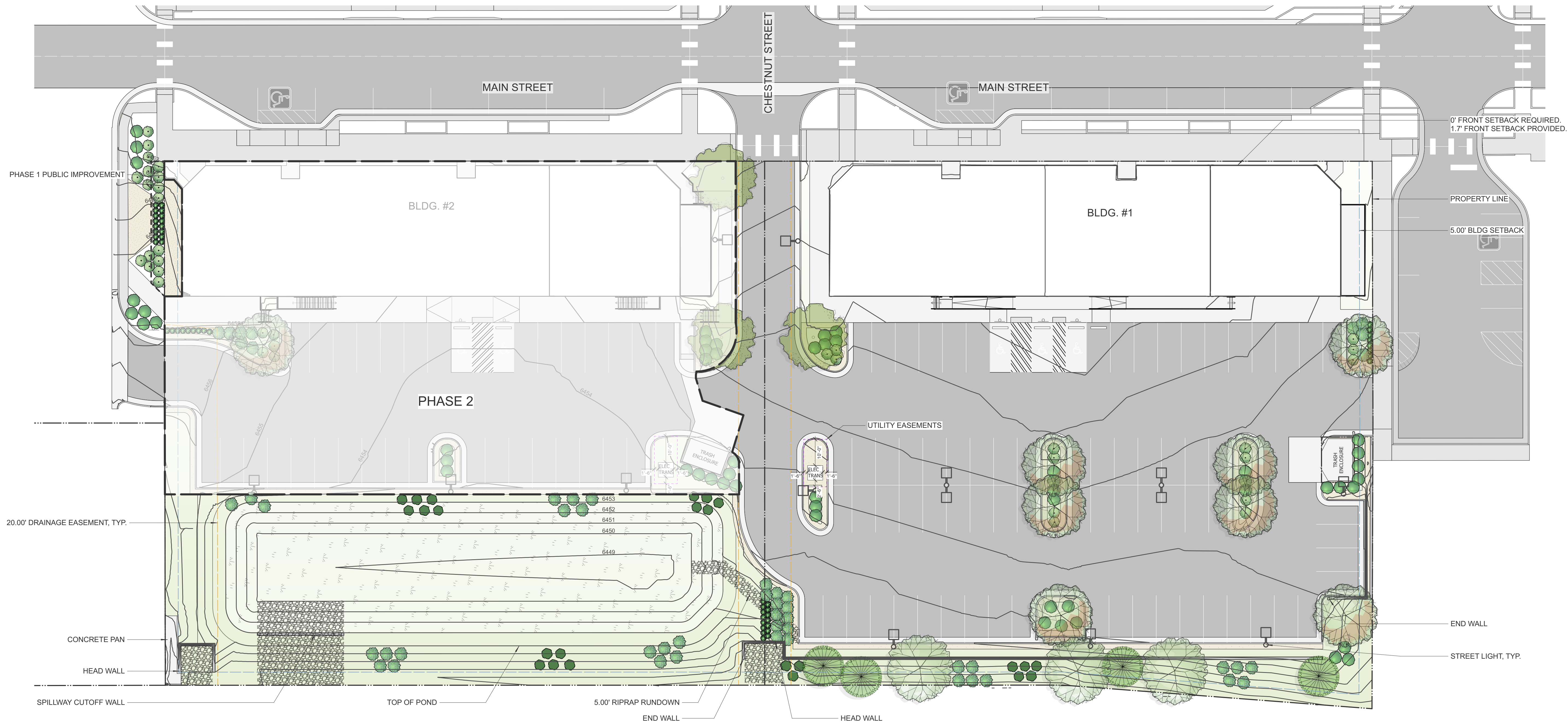
11 WALL REINFORCING

TRASH
ENCLOSURE
DETAILS

SHEET NUMBER:
C7.0
7 OF 18

LANDSCAPE PLAN FOR MAIN STREET STATION

PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT,
STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION
2.12 ACRES LOCATED AT: 556 & 620 S MAIN STREET



LEGEND

- SEED AREA (ADD SAND MIX)
- ROCK MULCH AREA (3-6" RIVER ROCK)

LANDSCAPE SQUARE FOOTAGE CHARTS

| TOTAL SITE LANDSCAPE | |
|---|------------------|
| TOTAL SITE AREA | 92,347 SF |
| TOTAL LANDSCAPE AREA REQUIRED (15% OF TOTAL SITE) | 13,852 SF |
| TOTAL LANDSCAPE PROVIDED | 28,327 SF |
| PHASE 1 LANDSCAPE AREA | 25,168 SF |
| PHASE 2 LANDSCAPE AREA | 3,159 SF |
| TOTAL SF OF VEGETATIVE COVER | 25,663 SF |
| TOTAL PERCENTAGE OF VEGETATIVE COVER | 27.70% |

| PARKING LOT LANDSCAPE ISLAND | |
|---|-----------------|
| DRIVE AISLE AREA | 5,435 SF |
| PARKING AREA | 33,093 SF |
| TOTAL AREA | 38,528 SF |
| LANDSCAPE AREA REQUIRED (10% OF TOTAL PARKING AREA) | 3,309 SF |
| ISLAND LANDSCAPE AREA PROVIDED | 5,114 SF |

| PROJECT PLANTING REQUIREMENT | | | |
|---|-----------------|-----------------|--|
| TOTAL SITE AREA | 92,347 SF | | |
| BUILDING FOOTPRINT | 19,624 SF | | |
| PARKING AREA | 38,528 SF | | |
| TOTAL SF FOR LANDSCAPE REQUIREMENTS | 34,195 SF | | |
| | <i>REQUIRED</i> | <i>PROVIDED</i> | |
| REQUIRED TREES (1 TREE / 1,500 SF) | 23 | 18 | |
| JIRED SHRUBS (5 SHRUBS / 1,500 SF; 5 SHURBS = 1 TREE) | 115 | 171 | |

NOTE: INCLUDES 10 SHRUBS SUBSTITUTED FOR EACH TREE SHORT OF THE REQUIREMENT.

PROPERTY PLANTING LIST AND NOTES

| Symbol | ID | Qty | Size | Latin Name | Common Name | Notes |
|--------------------|----|-------------|------|--|-------------------------------|-------|
| Ornamental Grasses | | | | | | |
| FRG | 32 | 1 Gal | | Calamagrostis x acutiflora 'Karl Foerster' | Foerster'S Feather Reed Grass | |
| Shrubs | | | | | | |
| APC | 46 | 5 Gal | | Ribes alpinum | Alpine Currant | |
| GLFS | 50 | 5 Gal | | Rhus aromatica 'Gro-Low' | Gro-Low Fragrant Sumac | |
| JUN | 19 | 5 Gal | | Juniperus sabina 'Buffalo' | Buffalo Juniper | |
| RB | 24 | 5 Gal | | Ericameria nauseosa | Rabbitbrush | |
| Trees | | | | | | |
| ABM | 8 | 2 1/2" Cal. | | Acer x freemanii | Autumn Blaze Maple | |
| SB | 4 | 6' H. | | Amelanchier x grandiflora | Serviceberry | |
| CH | 3 | 2 1/2" Cal. | | Celtis occidentalis | Common Hackberry | |
| SH | 3 | 2 1/2" Cal. | | Gleditsia triacanthos inermis 'Skyline' | Skyline Honeylocust | |

PUBLIC IMPROVEMENT PLANTING LIST AND NOTES

| Symbol | ID | Qty | Size | Latin Name | Common Name | Notes |
|--------------------|----|-------|------|--|-------------------------------|-------|
| Ornamental Grasses | | | | | | |
| FRG | 16 | 1 Gal | | Calamagrostis x acutiflora 'Karl Foerster' | Foerster'S Feather Reed Grass | |
| Shrubs | | | | | | |
| JUN | 17 | 5 Gal | | Juniperus sabina 'Buffalo' | Buffalo Juniper | |
| APC | 8 | 5 Gal | | Ribes alpinum | Alpine Currant | |



WESTERN LANDS
LANDSCAPE ARCHITECTURE
385 Inverness Parkway,
Ste. 420, Englewood, CO 80112
p. 720-936-9973

SHEET NUMBER:
L1.0
1 OF 2

LANDSCAPE DETAILS & NOTES FOR MAIN STREET STATION

GENERAL NOTES

1. THE CONTRACTOR SHALL FOLLOW ALL PLANS AS CLOSELY AS POSSIBLE. ANY DISCREPANCY IN THE PLAN VS. THE FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER OR OWNER'S REP IMMEDIATELY.
2. ALL WORK SHALL BE CONFINED TO THE AREA WITHIN THE CONSTRUCTION LIMITS AS SHOWN ON THE PLANS. ANY AREAS OR IMPROVEMENTS DISTURBED OUTSIDE THESE LIMITS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. IN THE EVENT THE CONTRACTOR REQUIRES A MODIFICATION TO THE CONSTRUCTION LIMITS, WRITTEN PERMISSION MUST BE OBTAINED FROM THE OWNERS REPRESENTATIVE PRIOR TO ANY DISTURBANCE OUTSIDE OF THE LIMITS OF WORK..
3. DO NOT DISTURB EXISTING PAVING, LIGHTING, LANDSCAPE, OR IRRIGATION THAT EXISTS ADJACENT TO THE SITE UNLESS OTHERWISE NOTED ON PLANS.
4. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO EXISTING SITE CONDITIONS.
5. CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING EROSION CONTROL MEASURES ON SEEDED SLOPES EXCEEDING 3:1.
6. SIGHT TRIANGLES SHALL REMAIN UNOBSTRUCTED BY PLANT MATERIAL, OR OTHER VISUAL OBSTACLE, OVER 30" IN HEIGHT.
7. ALL UTILITY EASEMENTS SHALL REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH FOR THE MAINTENANCE EQUIPMENT ENTRY.
8. ANY MAJOR CHANGES MADE TO THE SITE PLAN AS A RESULT OF FIELD CONDITIONS SHALL BE ON THE AS-BUILTS OF THE CONSTRUCTION DRAWING SET. AS BUILT CONSTRUCTION DRAWINGS FOR THE LANDSCAPE, HARDSCAPE, LIGHTING WILL BE SUBMITTED, BY CONTRACTOR, TO THE OWNER, AS REQUESTED.
9. THE CONTRACTOR, HIS SUCCESSORS AND ASSIGNEES SHALL BE RESPONSIBLE FOR THE INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL LANDSCAPING MATERIALS SHOWN OR INDICATED ON THE APPROVED LANDSCAPE PLAN.
10. GENERAL CONTRACTOR OR OWNER WILL DESIGNATE STAGING AND STORAGE FOR CONTRACTOR.
11. CONTRACTOR RESPONSIBLE FOR UTILITY LOCATORS PRIOR TO START OF ANY REMOVALS OR CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR ANY UTILITIES OR EXISTING SITE FEATURES DAMAGED DUE TO CONSTRUCTION ACTIVITIES.
12. THE CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL REMOVE ALL SEDIMENT, MUD, AND CONSTRUCTION DEBRIS THAT MAY ACCUMULATE IN THE FLOW LINE AND THE PUBLIC RIGHTS-OF-WAY AS A RESULT OF THIS SITE DEVELOPMENT. SAID REMOVAL SHALL BE CONDUCTED IN A TIMELY MANNER.
13. THE CONTRACTOR SHALL PREVENT SEDIMENT, DEBRIS AND ALL OTHER POLLUTANTS FROM ENTERING THE STORM SEWER SYSTEM DURING ALL DEMOLITION OR CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT.
14. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR REMEDIATION OF ANY ADVERSE IMPACTS TO ADJACENT WATERWAYS, WETLANDS, ETC., RESULTING FROM WORK DONE AS PART OF THIS PROJECT.
15. THE CONTRACTOR SHALL OBTAIN ALL PERMITS WHICH ARE NECESSARY TO PERFORM THE PROPOSED WORK.
16. THE CONTRACTOR SHALL PROVIDE A STAKED LAYOUT OF ALL SITE IMPROVEMENTS FOR INSPECTION BY THE OWNER'S REPRESENTATIVE AND MAKE MODIFICATIONS AS REQUIRED AT NO ADDITIONAL COST TO THE OWNER.

IRRIGATION NOTES

1. AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM PROVIDING DRIP IRRIGATION TO ALL BED AREAS AND TREES LOCATED OUT OF BED AREAS INCLUDING 100% COVERAGE SPRAY IRRIGATION TO NEW NATIVE SEED AREAS WILL BE PROVIDED.
2. CONTRACTOR RESPONSIBLE FOR UTILITY LOCATORS PRIOR TO START OF ANY REMOVALS OR CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR ANY UTILITIES OR EXISTING SITE FEATURES DAMAGED DUE TO CONSTRUCTION ACTIVITIES.
3. ANY MAJOR CHANGES REQUIRED AS A RESULT OF FIELD CONDITIONS VS THIS DRAWING SET SHALL BE CORRECTED AND CALLED OUT ON THE SHOP DRAWINGS.
4. THE CONTRACTOR SHALL FOLLOW THE LANDSCAPE PLAN AS CLOSELY AS POSSIBLE. ANY DISCREPANCY IN THE PLAN VS. THE FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER OR OWNER'S REP IMMEDIATELY.
5. AS BUILT IRRIGATION DRAWINGS TO BE PROVIDED BY CONTRACTOR, TO THE OWNER, AS REQUESTED.
6. THE CONTRACTOR SHALL OBTAIN, AT THEIR EXPENSE, ALL PERMITS WHICH ARE NECESSARY TO PERFORM PROPOSED WORK.
7. REFER TO QUANTITIES SHOWN GRAPHICALLY IF DISCREPANCIES EXIST BETWEEN WRITTEN AND GRAPHIC QUANTITIES.
8. ALL PROPOSED EQUIPMENT TO HAVE CUT SHEETS SUBMITTED WITH IRRIGATION SHOP DRAWING BY CONTRACTOR.
9. IRRIGATION SYSTEM CONTROLLER TO BE SMART WIRELESS CONTROLLER.
10. MAIN LINES AND VALVE BOX LOCATIONS TO BE COORDINATED WITH PROPOSED LANDSCAPE FOR MINIMAL CONFLICT.
11. ALL MAIN LINES TO BE A MINIMUM 18" IN DEPTH.
12. ALL LATERALS TO BE A MINIMUM OF 12" IN DEPTH.
13. NO ROCKS, BOULDER OR OTHER EXTRANEIOUS MATERIALS TO BE USED IN BACKFILLING TRENCHES. ALL TRENCHES REQUIRE COMPACTION TO AVOID ANY SETTLING AFTER INSTALLATION.
14. ALL PIPE TO BE INSTALLED AS PER MANUFACTURERS SPECIFICATIONS.
15. ALL THREADED JOINTS TO BE COATED WITH TEFLON TAPE.
16. AUTOMATIC DRAIN DEVICES TO BE INSTALLED WHERE LOW HEAD DRAINAGE MAY OCCUR.
17. ALL ELECTRICAL JOINTS TO BE MADE USING WATERPROOF CONNECTIONS.
18. TURF AREAS TO RECEIVE 100% SPRAY COVERAGE BY SPRAY ROTORS IF SHOWN ON PLANS.
19. NATIVE SEED AREAS TO RECEIVE 100% SPRAY COVERAGE BY ROTOR.
20. NATIVE SEED TO BE SET ON SEPARATE ZONES SO THAT THEY CAN BE SHUTOFF AFTER ESTABLISHMENT.
21. NATIVE SEED ZONES TO BE INSTALLED AS FULLY UNDERGROUND SYSTEM. TO BE USED AS NECESSARY IN THE FUTURE.

SLEEVEVING NOTES:

22. THIS PLAN WILL BE PROVIDED TO GENERAL CONTRACTOR FOR SLEEVE INSTALLATION.
23. GENERAL CONTRACTOR IS RESPONSIBLE FOR PROVIDING SHOP DRAWING DETAILS SHOWING THE SLEEVEVING BELOW CONCRETE AND FOR INSTALLING SLEEVES IN COORDINATION WITH HARDSCAPE INSTALLATION.
24. SLEEVE SIZES SHOULD BE 2" IN DIA. UNLESS THEY ARE OTHERWISE NOTED ON PLAN.
25. ALL SLEEVES SHALL BE SCHEDULE 40 SOLVENT WELD PVC PIPE.

LANDSCAPE NOTES

LANDSCAPE NOTES:

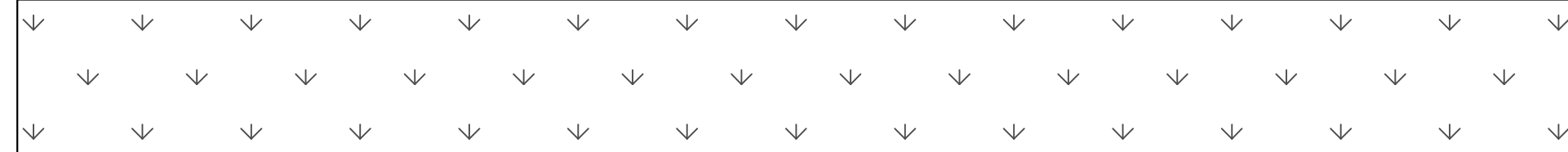
1. REFER TO QUANTITIES SHOWN GRAPHICALLY IF DISCREPANCIES EXIST BETWEEN WRITTEN AND GRAPHIC QUANTITIES.
2. ALL PLANT MATERIALS WILL CONFORM TO THE MINIMUM GUIDELINES ESTABLISHED BY THE AMERICAN STANDARD FOR NURSERY STOCK, CURRENT EDITION, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSEYMEN, INC.
3. ALL PLANTS TO BE B&B OR CONTAINER GROWN. BARE ROOT OR SPADED PLANTS WILL NOT BE ACCEPTED.
4. ALL PLANTS WILL BE INSPECTED AND APPROVED BY THE OWNERS REPRESENTATIVE PRIOR TO DELIVERY TO THE SITE.
5. THE CONTRACTOR SHALL WARRANTY THE PLANT MATERIAL, WORKMANSHIP, AND IRRIGATION FOR ONE YEAR.
6. BIOSOIL APPLIED TO ALL SEEDED AREAS AT A RATE OF 25 LBS PER 1,000 S.F.
7. BIOCOMP FROM A-1ORGANICS (OR APPROVED EQUAL) TO PLANTING AREAS AT A RATE OF 4 CUBIC YARDS PER 1,000 S.F.
8. WOVEN LANDSCAPE FABRIC INSTALLED UNDER ALL ROCK AREAS FOR WEED CONTROL.
9. AREAS BETWEEN NATIVE AREAS, COBBLE STRIPS AND BED AREAS TO BE SHOVEL CUT THEN FILLED WITH MATERIAL.
10. ALL GROUND COVER BEDS, SHRUB AND TREE PLANT RINGS LOCATED IN ROCK OR NATIVE SEED, TO BE MULCHED WITH 4" DEPTH WOOD MULCH. NO WEED CONTROL FABRIC REQUIRED WITH ORGANIC MULCH. MULCH SAMPLE TO BE APPROVED BY OWNER'S REP OR OWNER.
11. TREES SHALL NOT BE LOCATED IN UTILITY EASEMENTS. CONTACT OWNERS REPRESENTATIVE FOR RELOCATION OF PLANTS IN QUESTIONABLE AREAS.
12. 2" COBBLE BAND ALONG THE BACK OF CURB IS TO BE 4-6" GREY COBBLE INSTALLED OVER WOVEN LANDSCAPE FABRIC.

NATIVE SEED ESTABLISHMENT

1. THE CONTRACTOR SHALL FOLLOW THE LANDSCAPE PLAN AS CLOSELY AS POSSIBLE. ANY DISCREPANCY IN THE PLAN VS. THE FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER OR OWNER'S REP IMMEDIATELY.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR THE ESTABLISHMENT OF NATIVE SEEDED AREAS (NATURALIZED AREAS). AFTER A PERIOD OF ONE YEAR, THERE SHOULD BE SIGNIFICANT COVERAGE OF THE SEEDED AREA WITH BARE SPOTS NOT EXCEEDING ONE AREA NINE FEET SQUARED IN SIZE. BARE SPOTS SHALL BE RE-SEEDED AND MULCHED TO IMPROVE THE GRASS STAND. THE AREA SHALL BE MAINTAINED AS WEED FREE THE ENTIRE TIME. MOWING, PULLING, AND CHEMICAL METHODS MAY BE USED TO CONTROL WEEDS AND PREVENT REDEVELOPMENT OF SEED HEADS ON THE WEED PLANT.
3. CONTRACTOR TO PROVIDE INSTALLATION AND MAINTENANCE PLAN FOR THE 1 YEAR OF ESTABLISHMENT WITH OVERALL BID.
4. REQUIREMENTS FOR EROSION AND SEDIMENTATION CONTROL AS STATED IN LOCAL CODES SHALL APPLY.
5. CONTRACTOR SHALL BE REQUIRED TO TURN OVER SEED LABELS UPON INSTALLATION.
6. FINAL ACCEPTANCE OF SEEDED AREAS WILL BE CONSIDERED AT 1 YEAR WALK THROUGH. ANY ISSUES PRIOR TO THIS DATE SHALL BE BROUGHT TO WESTERN LANDS ATTENTION IN A TIMELY MANNER.
7. FINAL ACCEPTANCE OF NATIVE SEED AREA BASED ON GERMINATION, FULL STAND OF GRASS IN A VIGOROUS GROWING CONDITION WITH CONSISTENCY AND COMPLETE COVERAGE. IF ON SITE INSPECTIONS DETERMINE THAT GERMINATION OF ANY SEEDED AREA DOES NOT COMPLY WITH THESE NOTES OR LOCAL CODES, RE-SEEDING MAY BE REQUIRED.
8. THE SEEDBED SHALL BE WELL SETTLED AND FIRM, BUT FRIABLE ENOUGH THAT SEED CAN BE PLACED AT THE SEEDING DEPTH SPECIFIED. THE SEEDBED SHALL BE REASONABLY FREE OF WEEDS. SOILS THAT HAVE BEEN OVER-COMPACTED BY TRAFFIC OR EQUIPMENT, ESPECIALLY WHEN WET, SHALL BE TILLED TO BREAKUP ROOTING RESTRICTIVE LAYERS AND THEN HARROWED, ROLLED OR PACKED TO PREPARE THE REQUIRED FIRM SEEDBED.
9. BIOSOL APPLIED TO ALL SEEDED AREAS AT A RATE OF 25 LBS PER 1,000 S.F.
10. BROADCAST SEED SHALL BE HAND RAKED OR DRAGGED TO A DEPTH OF 1/4".
11. HYDRO MULCH OR STRAW MULCH WILL BE USED ON ALL NATIVE SEEDED AREAS.

SEEDING NOTES

NATIVE SEED WITH WILDFLOWER ENHANCEMENT

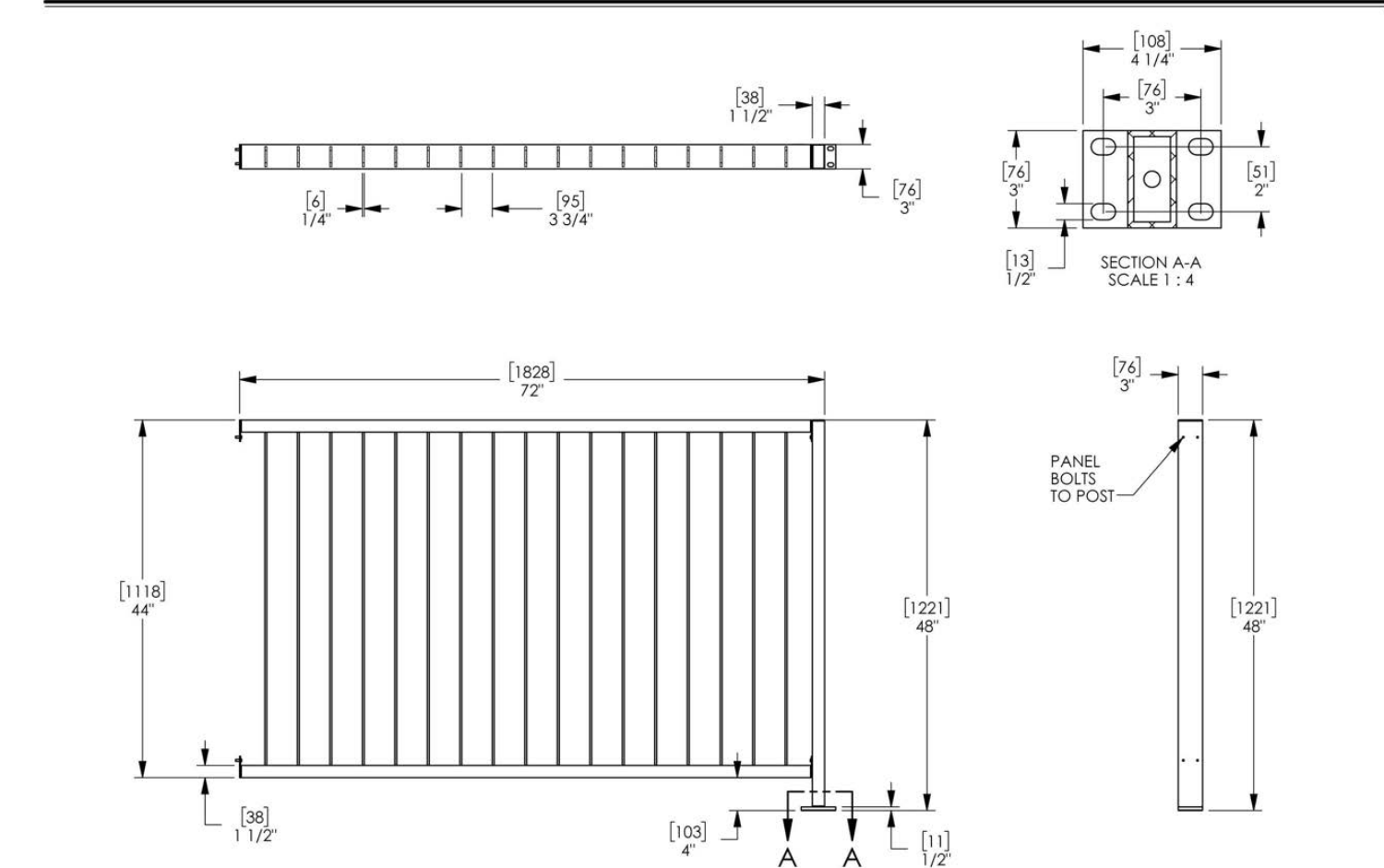


| COMMON NAME | % OF MIX |
|----------------------------------|-------------|
| NATIVE GRASS SEED MIXTURE | |
| BIG BLUESTEM | 20 |
| INDIANGRASS | 20 |
| WESTERN WHEATGRASS | 20 |
| PRAIRIE SANDREED | 10 |
| SIDEOATS GRAMA | 10 |
| SLENDER WHEATGRASS | 5 |
| STREAMBANK WHEATGRASS | 5 |
| SWITCHGRASS | 5 |
| THICKSPIKE WHEATGRASS | 5 |
| 18 LBS/ACRE BROADCAST | 100% |

PATIO FENCE DETAILS

PRODUCT DETAILS

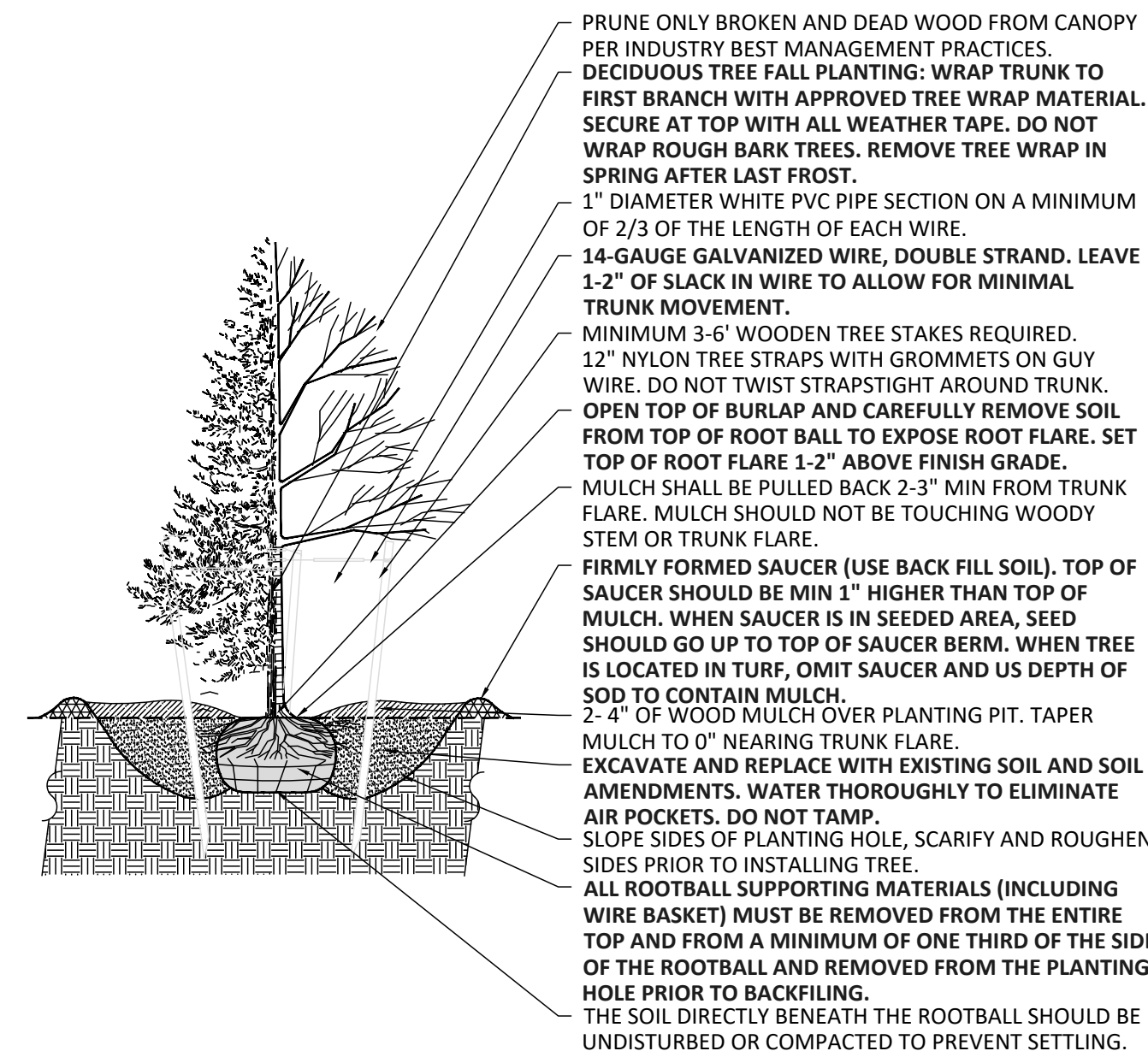
LINE panel with one post, 4ft high, straight vertical lower panel
Product Drawing



PRODUCT EXAMPLE



PLANTING DETAILS

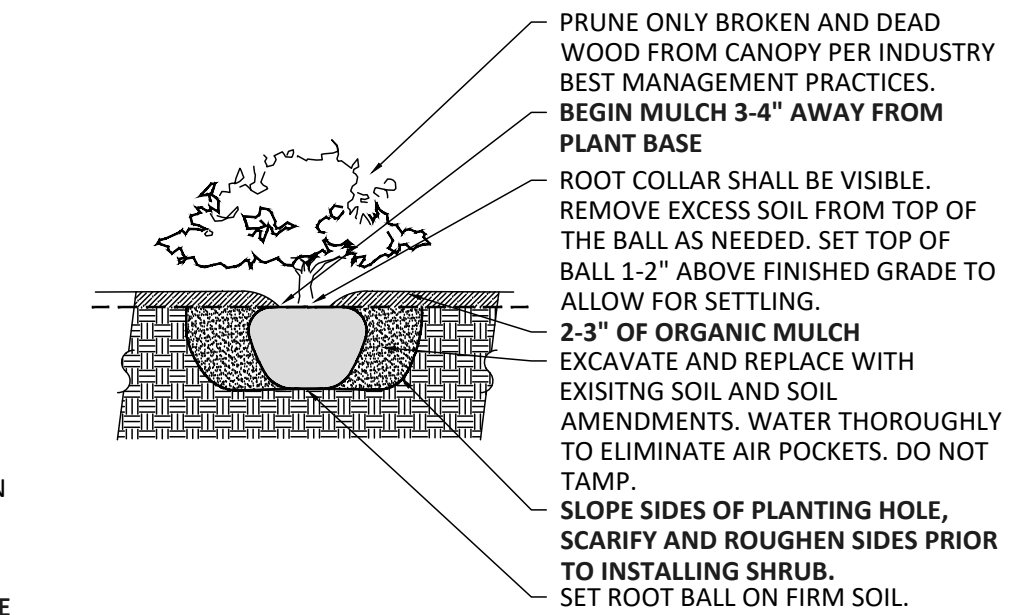


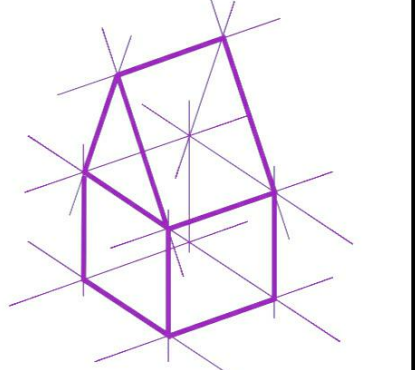
ANY BROKEN, CRUMBLING, OR OTHERWISE DAMAGED ROOTBALL SHALL NOT BE PLANTED.

TREE SPACING SHALL BE BASED ON PROJECTED MATURE CANOPY SIZE OR AS APPROVED BY THE OWNERS REPRESENTATIVE.

PLEASE REFER TO IRRIGATION NOTES FOR IRRIGATION REQUIREMENTS PER PLANT.

ALL TREES ARE TO BE STAKED AND GUYED PER DETAILS FOR 2 WINTER SEASONS.





Wangtastic Design Works LLC
Bringing Fantastic Designs to Life

DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS, INCLUDING THOSE IN ELECTRONIC FORM, PREPARED BY WANGTASTIC ARCHITECTURE LLC ARE INSTRUMENTS OF SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT. WANGTASTIC DESIGN WORKS LLC SHALL BE DEEMED THE AUTHORS AND OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF SERVICE AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHTS. VISUAL CONTACT WITH THESE DOCUMENTS CONSTITUTE PRIMA FACIE ACCEPTANCE OF THESE CONDITIONS.

© WANGTASTIC DESIGN WORKS LLC 2025

**MAIN ST STATION
COMMERCIAL BLDGS**
556 S MAIN ST & 620 S MAIN ST
ELIZABETH, CO 80107

| | | |
|------------------|------------|-------------------|
| PROJECT CODE: | 23-026 | |
| ISSUE DATE: | 08/07/2023 | |
| CONCEPT DRAWINGS | | |
| REVISIONS | | |
| DATE | NO. | DESCRIPTION |
| 02/03/2024 | 2 | MECH DOORS |
| 03/26/2025 | 3 | PLANNING COMMENTS |

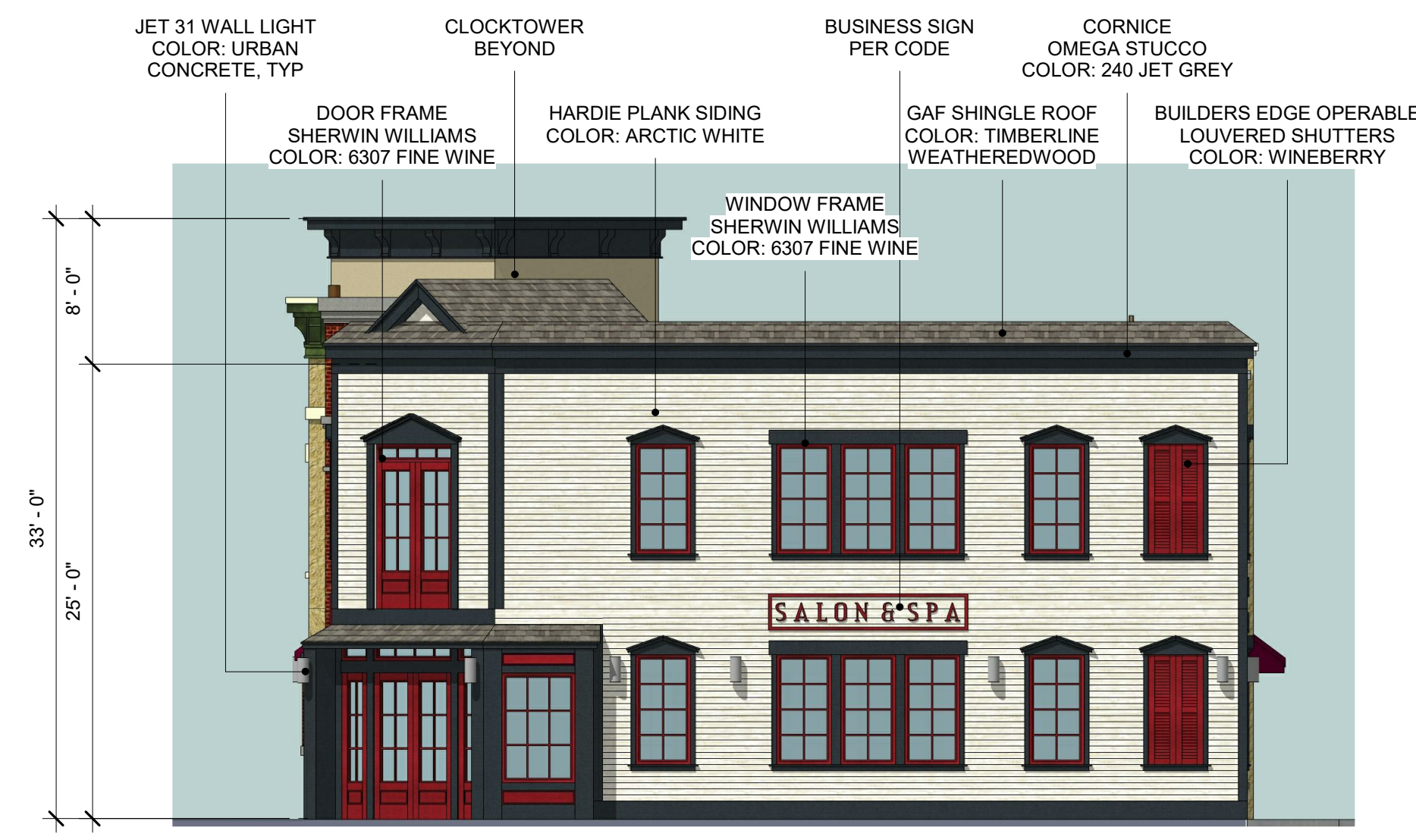
DRAWINGS
PREPARED FOR:
**MAIN STREET
STATION
ELIZABETH LLC**
5369 GRAND FIR WAY
PARKER, CO 80134

SHEET NAME
**BUILDING 1 -
ELEVATIONS**

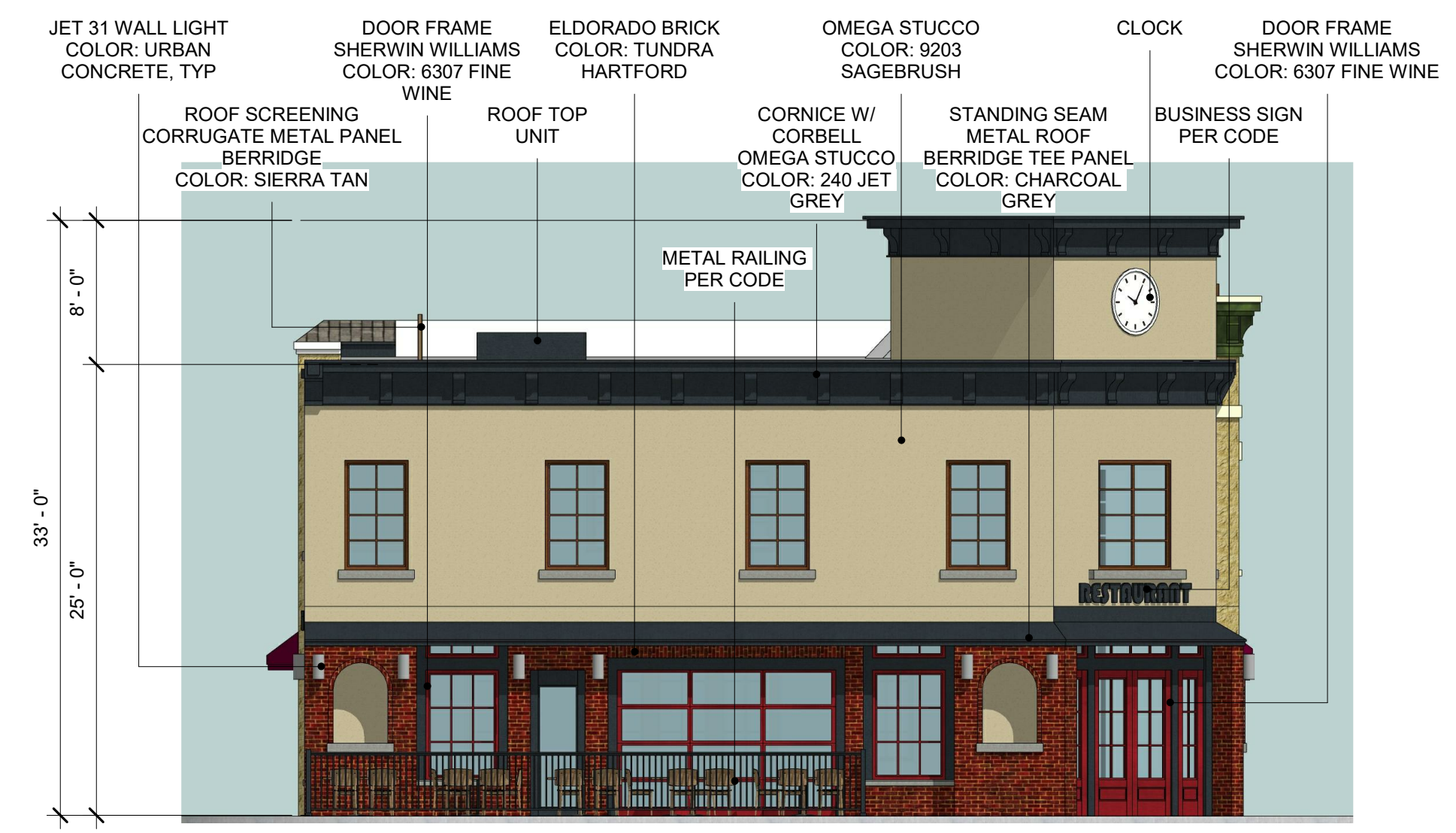
SHEET NUMBER
P3.1



4 BUILDING 1 - REAR ELEVATION
1/8" = 1'-0"



3 BUILDING 1 - SIDE ELEVATION 2
1/8" = 1'-0"



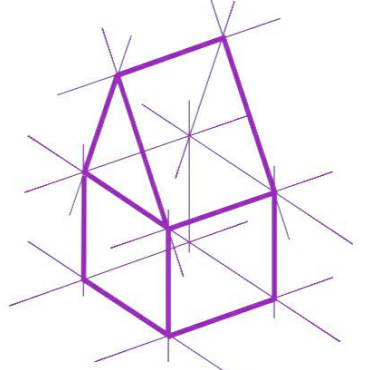
2 BUILDING 1 - SIDE ELEVATION 1
1/8" = 1'-0"



1 BUILDING 1 - FRONT ELEVATION
1/8" = 1'-0"

C:\Business\Architectural\Projects\2023\Projects\026_BEC_Bergel\Elizabeth\Commercial\rev\BEC_Bergel\Elizabeth\Commercial.rvt

COPYRIGHT © WANGTASTIC DESIGN WORKS LLC 2025



Wangtastic Design Works LLC
Bringing Fantastic Designs to Life

DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS, INCLUDING THOSE IN ELECTRONIC FORM, PREPARED BY WANGTASTIC ARCHITECTURE LLC ARE INSTRUMENTS OF SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT. WANGTASTIC ARCHITECTURE LLC SHALL BE DEEMED THE AUTHORS AND OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF SERVICE AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHTS, VISUAL CONTACT WITH THESE DOCUMENTS CONSTITUTE PRIMA FACIE ACCEPTANCE OF THESE CONDITIONS.

© WANGTASTIC DESIGN WORKS LLC 2025

**MAIN ST STATION
COMMERCIAL BLDGS**
556 S MAIN ST & 620 S MAIN ST
ELIZABETH, CO 80107



2 BUILDING 2 - AVERAGE BUILDING HEIGHT
1" = 10'-0"



1 BUILDING 1 - AVERAGE BUILDING HEIGHT
1" = 10'-0"

PROJECT CODE: 23-026

ISSUE DATE: 08/07/2023

CONCEPT DRAWINGS

REVISIONS

| DATE | NO. | DESCRIPTION |
|------------|-----|-------------------|
| 03/26/2025 | 3 | PLANNING COMMENTS |
| | | |
| | | |
| | | |

DRAWINGS PREPARED FOR:

**MAIN STREET STATION
ELIZABETH LLC**
5369 GRAND FIR WAY
PARKER, CO 80134

SHEET NAME

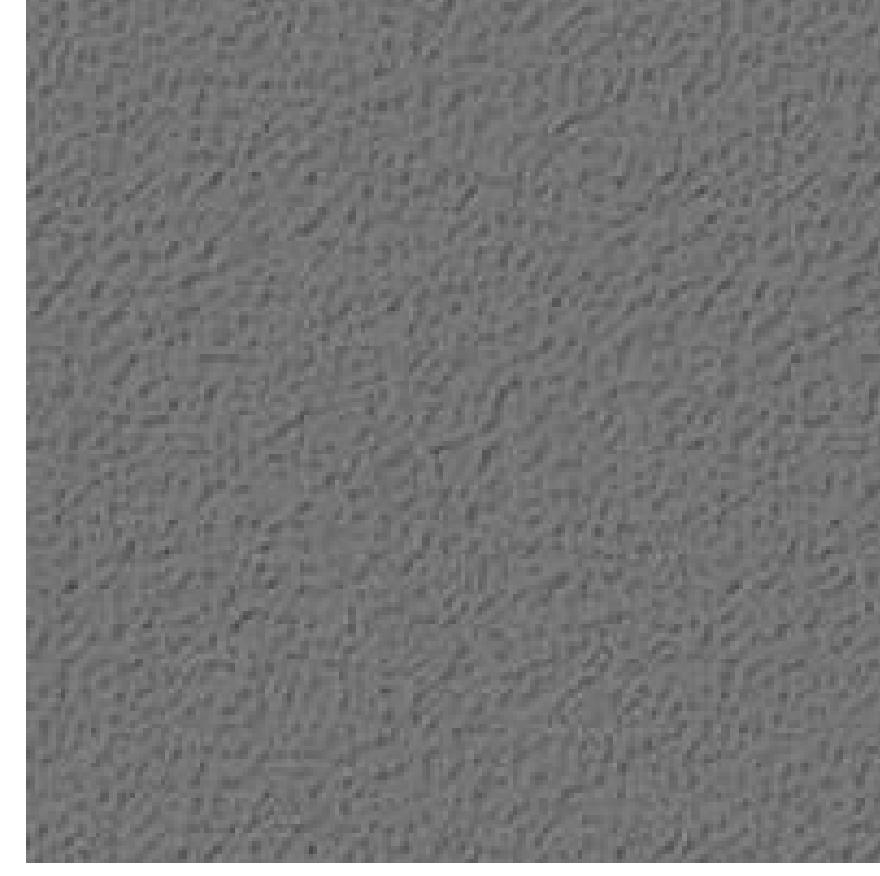
AVERAGE BUILDING HEIGHT

SHEET NUMBER

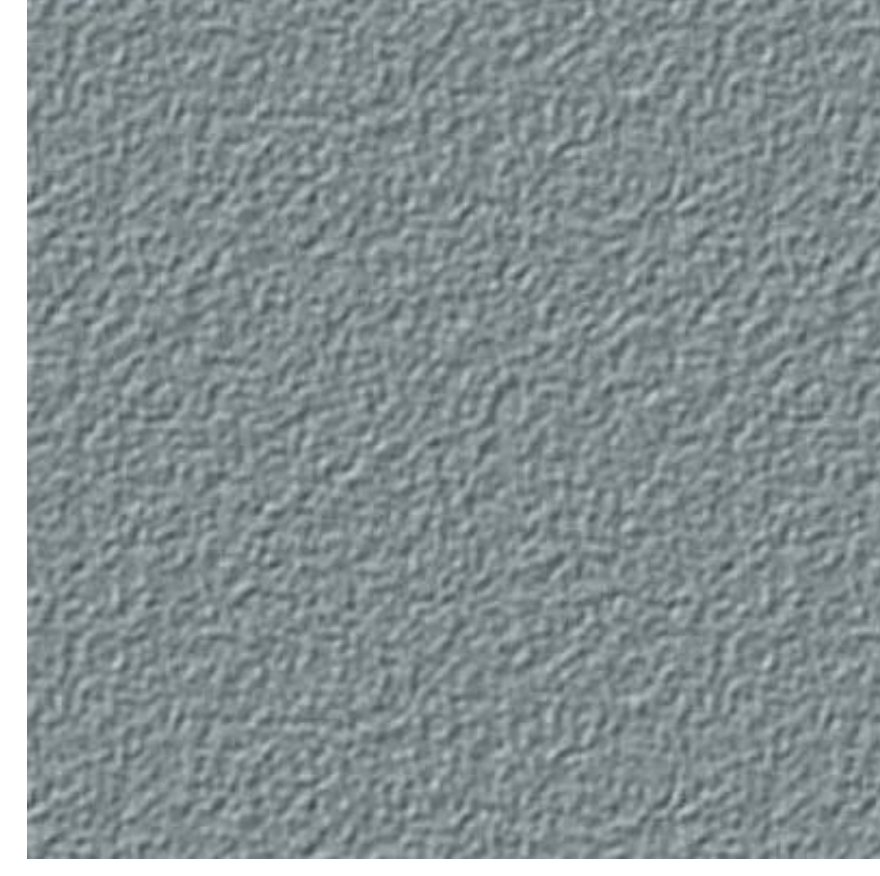
P3.3



WALL
KWP COMPOSITE BOARD
COLOR: RUSTIC WOOD



CORNICE W/ CORBELL
OMEGA STUCCO.
COLOR: 240 JET GREY



CORNICE W/ CORBELL
OMEGA STUCCO.
COLOR: 9227 SHARK GREY



CORNICE W/ CORBELL
OMEGA STUCCO.
COLOR: 9218 SHADE TREE



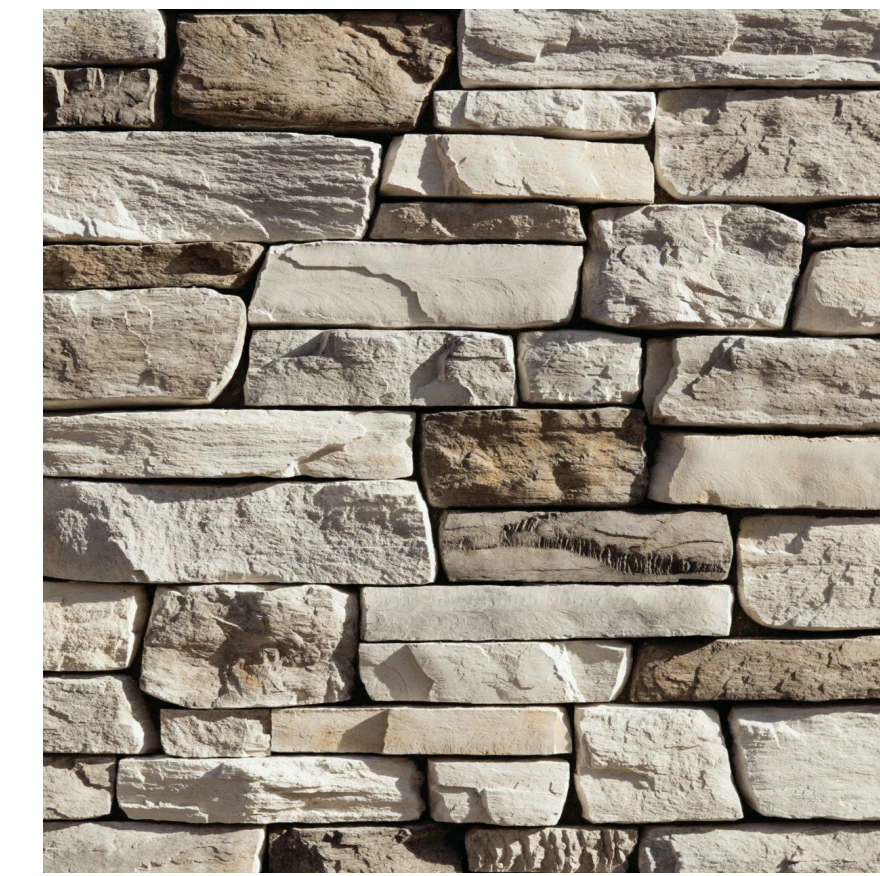
WALL
OMEGA STUCCO.
COLOR: 9203 SAGEBRUSH



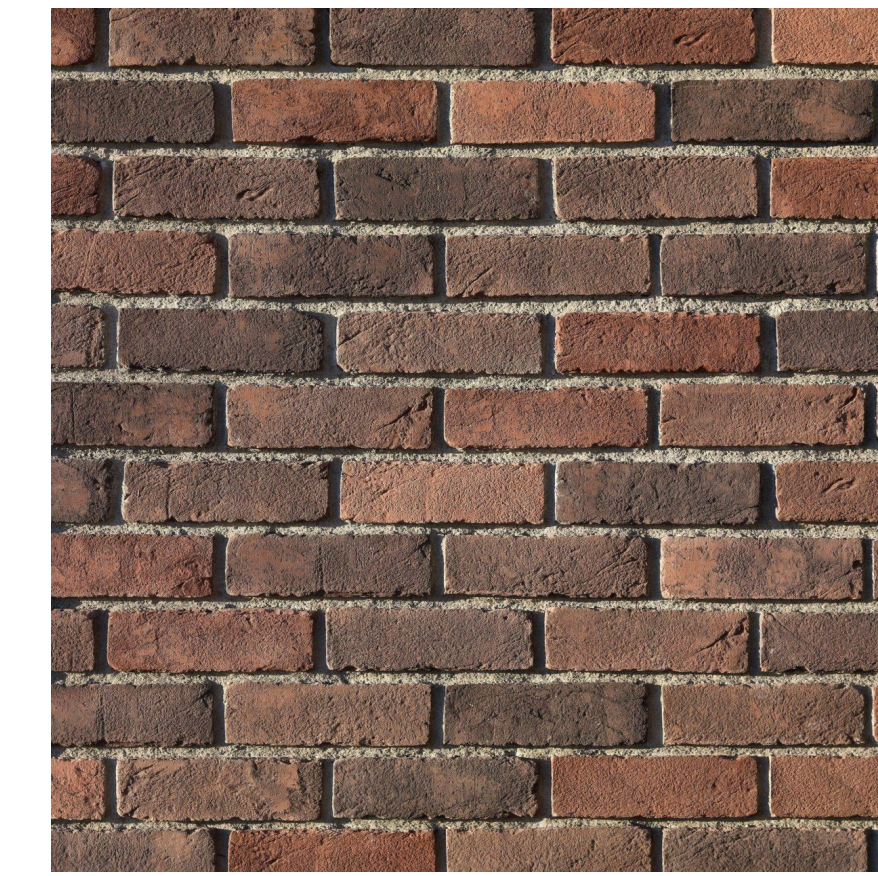
ROOF
GAF SHINGLE
COLOR: TIMBERLINE WEATHEREDWOOD



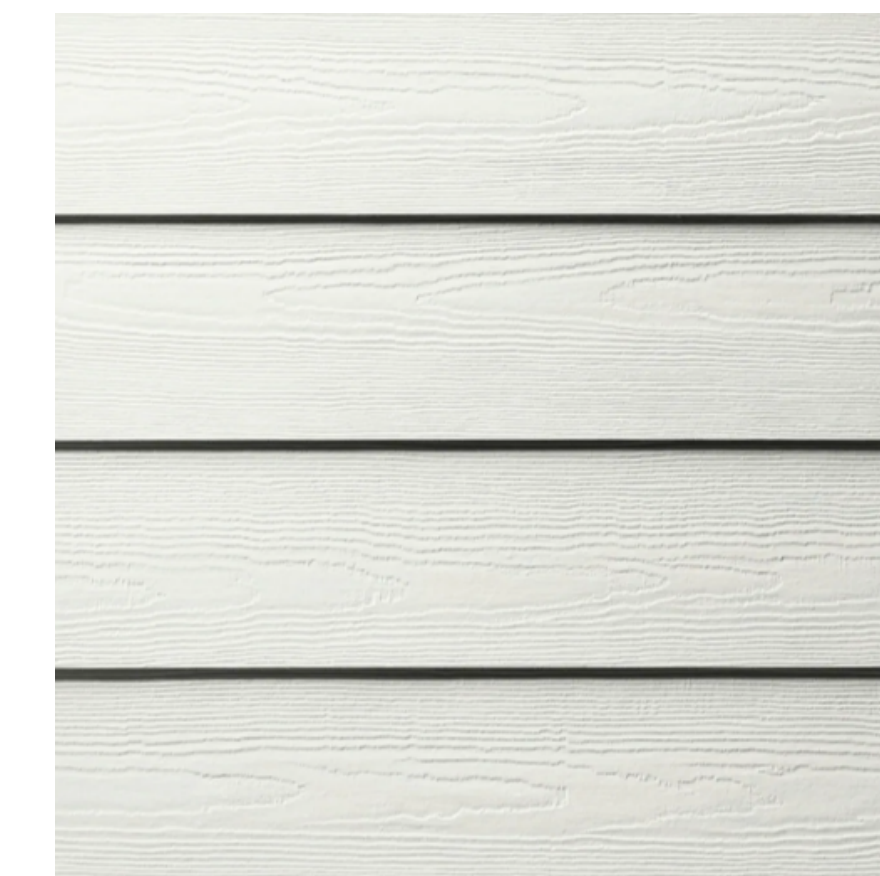
BUILDING WALL & TRASH ENCLOSURE WALL
BEST BLOCK SPLIT FACE CMU
COLOR: 276 WESTERN BEIGE



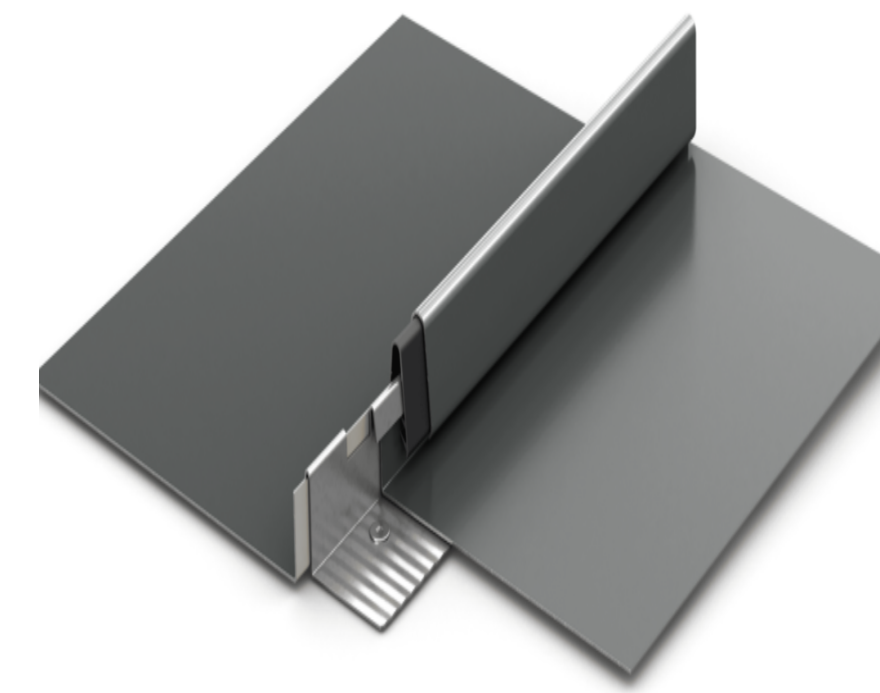
COLUMN BASE
ELDORADO STONE
COLOR: WHITEBARK



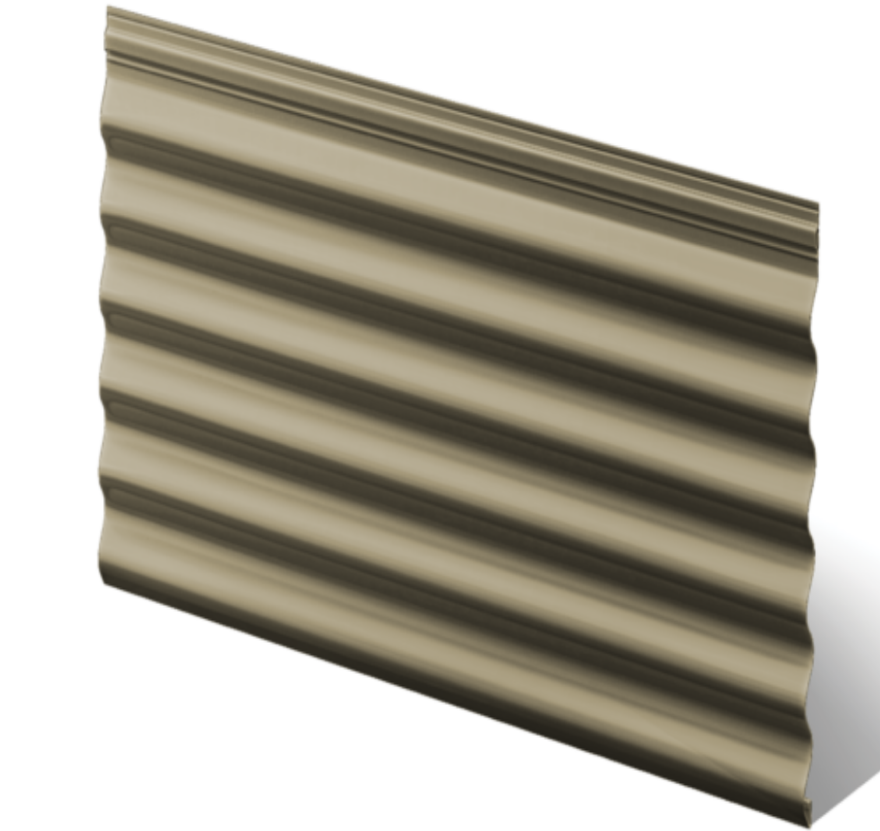
WALL
ELDORADO BRICK
COLOR: TUNDRA HARTFORD



WALL
HARDIE PLANK SIDING.
COLOR: ARCTIC WHITE



ROOF
STANDING SEAM METAL
BERRIDGE TEE PANEL
COLOR: CHARCOAL GREY



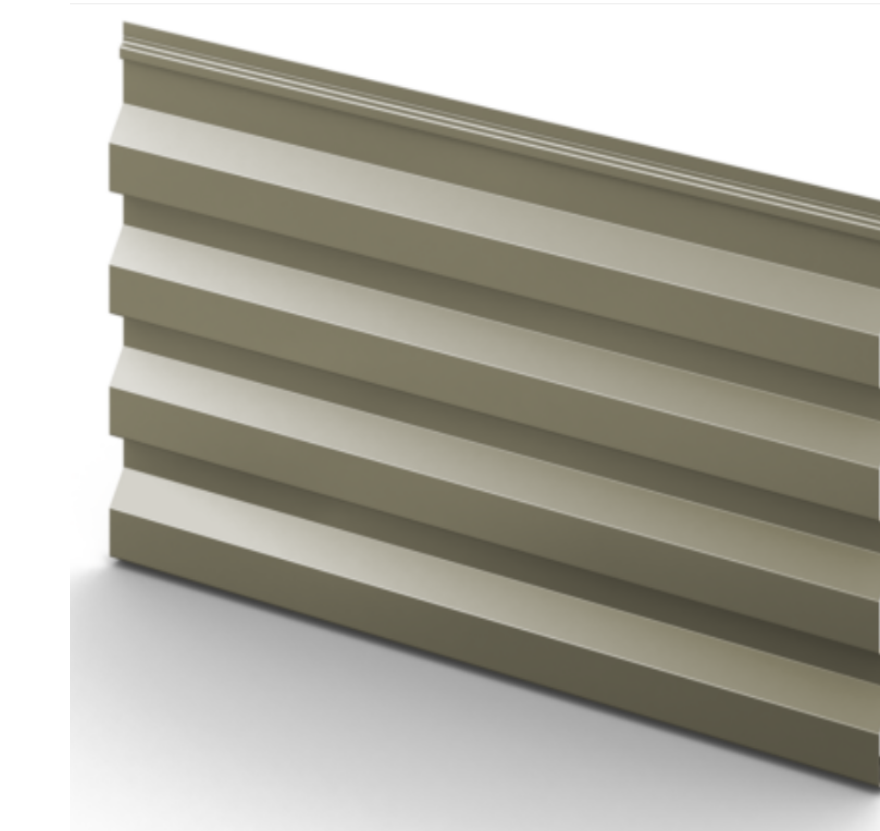
ROOF SCREENING
CORRUGATE METAL PANEL.
BERRIDGE TEE PANEL
COLOR: SIERRA TAN



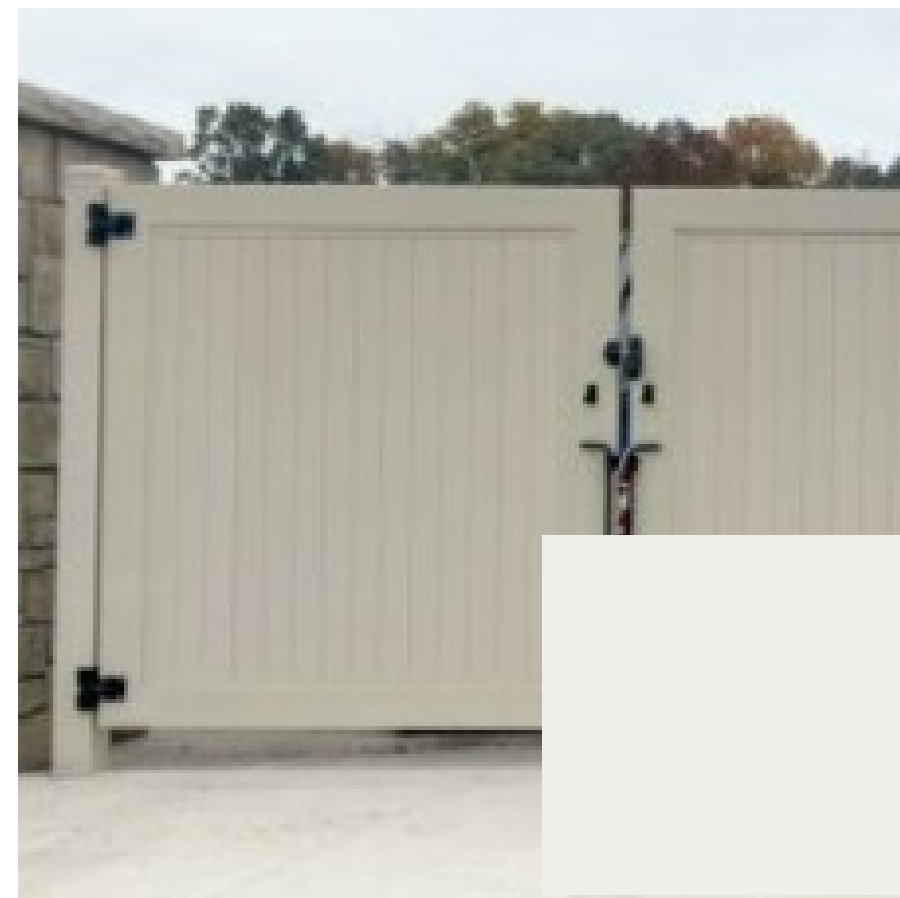
ALUMINUM STOREFRONT
KAWNEER
COLOR: 40 DARK BRONZE



FABRIC AWNINGS
GENERAL AWNINGS
COLOR: NEW YORKER



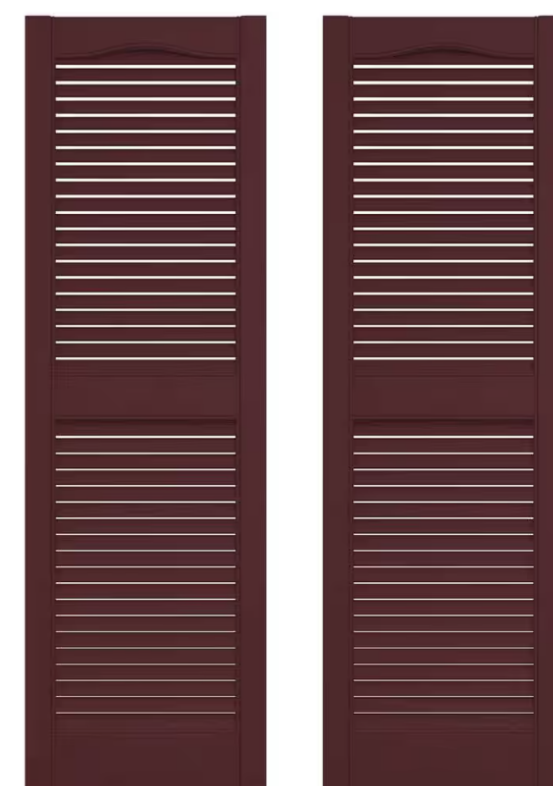
WALL
BERRIDGE CORRUGATE METAL PANEL
COLOR: BUCKSKIN



TRASH ENCLOSURE DOOR, BOARD & BATTEN
SHERWIN WILLIAMS
COLOR: 7006 EXTRA WHITE



WALL LIGHT
JET 31
COLOR: URBAN CONCRETE



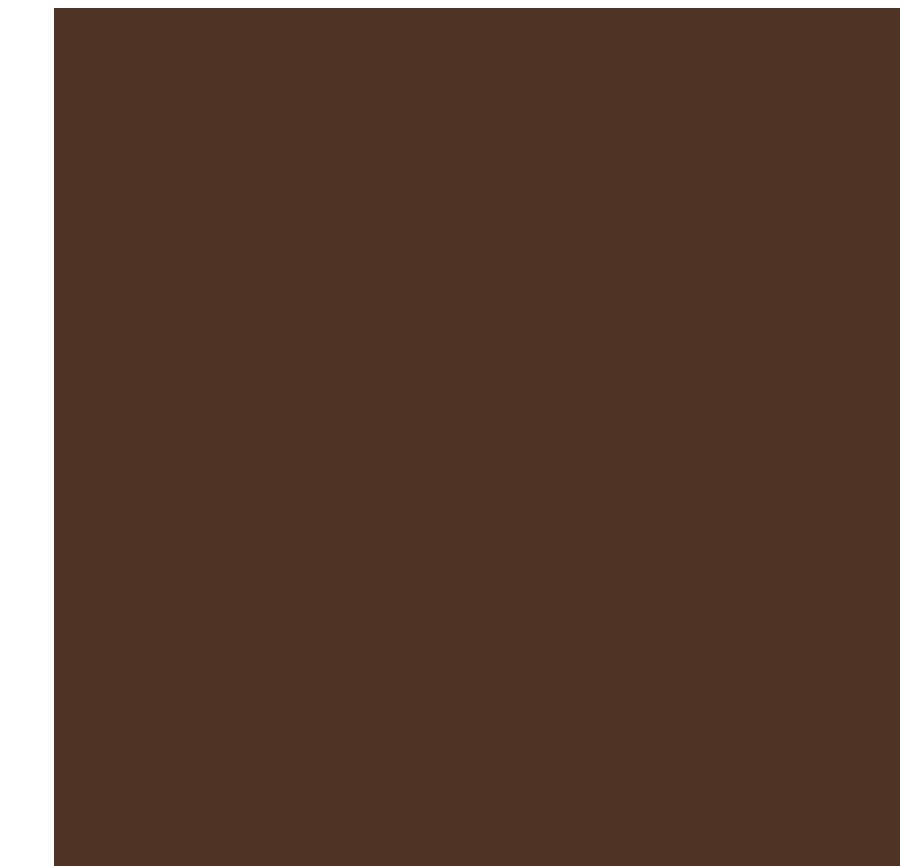
BUILDERS EDGE OPERABLE LOUVERED
SHUTTERS
COLOR: WINEBERRY



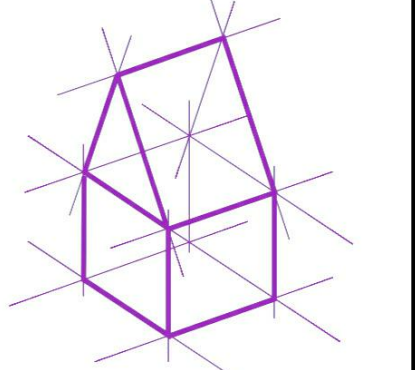
WINDOW/DOOR FRAME
SHERWIN WILLIAMS
COLOR: 6307 FINE WINE



OVERHEAD ROLL-UP DOOR
ARM-R-LITE TITAN
COLOR: CARNIVAL RED II



PARAPET CAP
SHERWIN WILLIAMS
COLOR: 6069 FRENCH ROAST



Wangtastic Design Works LLC
Bringing Fantastic Designs to Life

DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS, INCLUDING THOSE IN ELECTRONIC FORM, PREPARED BY WANGTASTIC ARCHDESIGN LLC ARE INSTRUMENTS OF SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT. WANGTASTIC DESIGN WORKS LLC SHALL BE DEEMED THE AUTHORS AND OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF SERVICE AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHTS, VISUAL CONTACT WITH THESE DOCUMENTS CONSTITUTE PRIMA FACIE ACCEPTANCE OF THESE CONDITIONS.

© WANGTASTIC DESIGN WORKS LLC 2025

MAIN ST STATION
COMMERCIAL BLDGS
556 S MAIN ST & 620 S MAIN ST
ELIZABETH, CO 80107

PROJECT CODE: 23-026

ISSUE DATE: 08/07/2023

CONCEPT DRAWINGS

REVISIONS

| DATE | NO. | DESCRIPTION |
|------------|-----|-------------------|
| 03/26/2025 | 3 | PLANNING COMMENTS |
| | | |
| | | |
| | | |

DRAWINGS PREPARED FOR:

MAIN STREET STATION
ELIZABETH LLC
5369 GRAND FIR WAY
PARKER, CO 80134

SHEET NAME

BUILDING 1 - MATERIALS BOARD

SHEET NUMBER

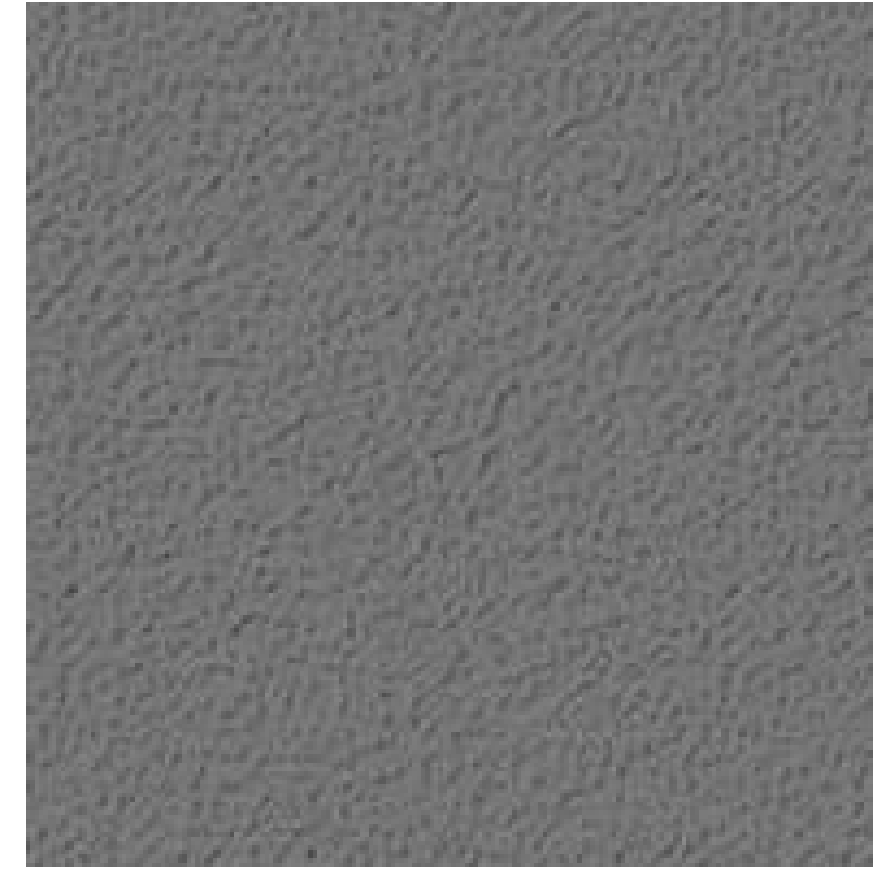
P7.1

C:\Business\Architectural\Projects\2023\Projects\026_BEC_Bergel\Elizabeth\Commercial\Drawings\Rev\BEC_Bergel\Elizabeth\Commercial.rvt 3/26/2025 10:55:30 AM

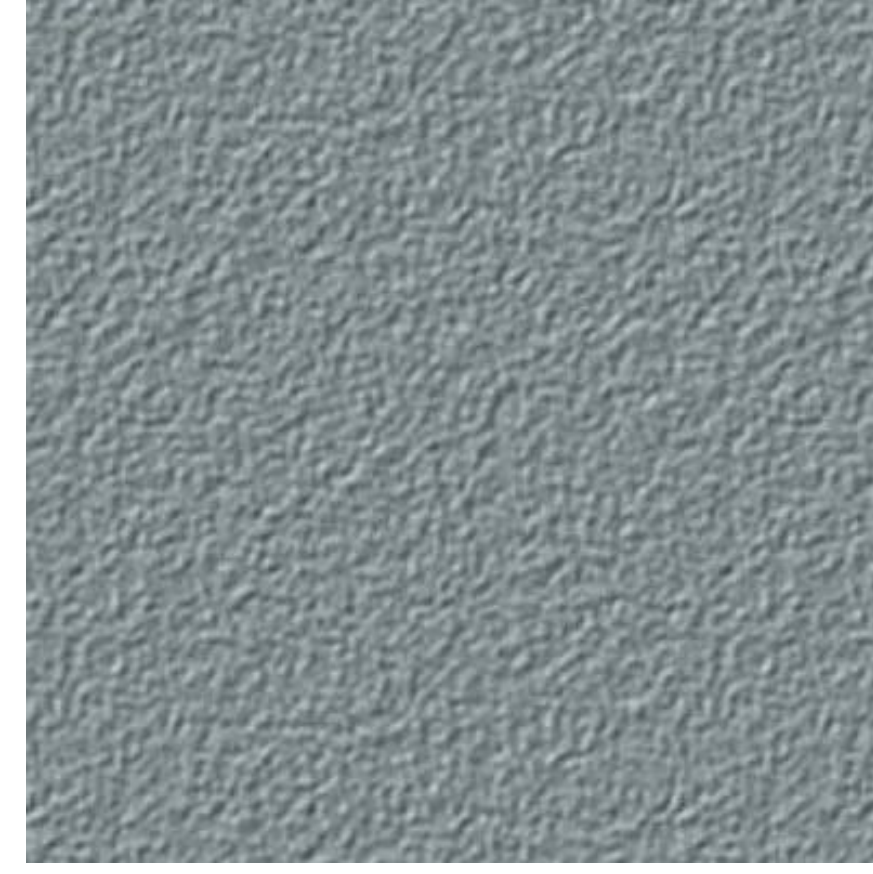
COPYRIGHT © WANGTASTIC DESIGN WORKS LLC 2025



CORNICE W/ CORBELL
OMEGA STUCCO.
COLOR: 9201 FEATHERLY



CORNICE W/ CORBELL
OMEGA STUCCO.
COLOR: 240 JET GREY



CORNICE W/ CORBELL
OMEGA STUCCO.
COLOR: 9227 SHARK GREY



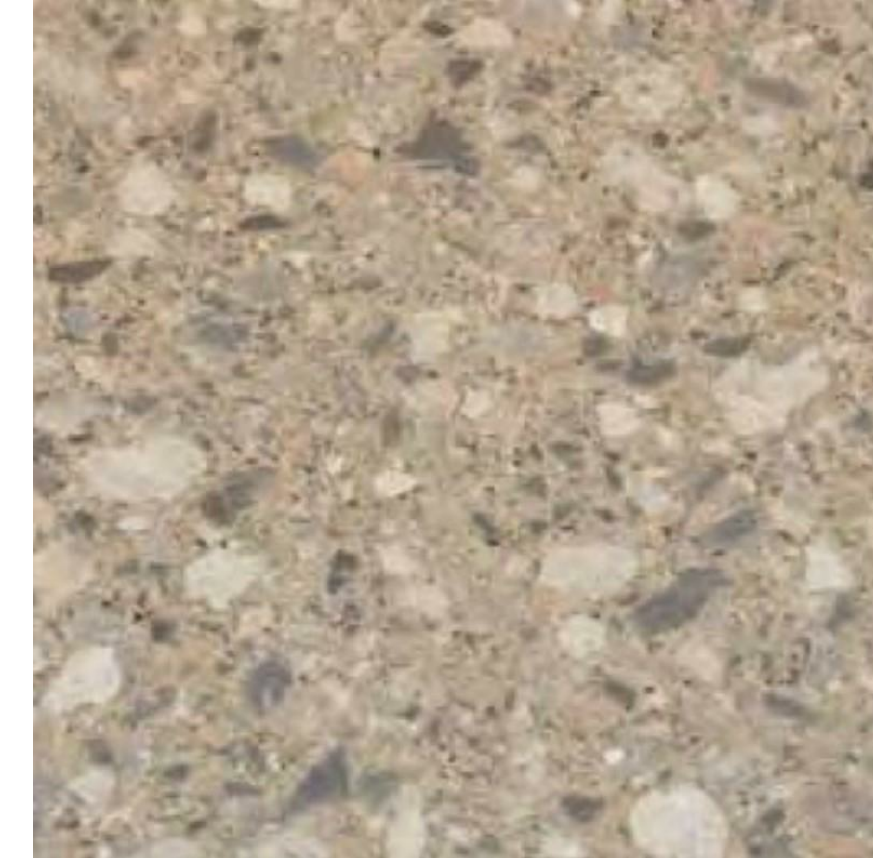
WALL
OMEGA STUCCO.
COLOR: 9211 QUAKE



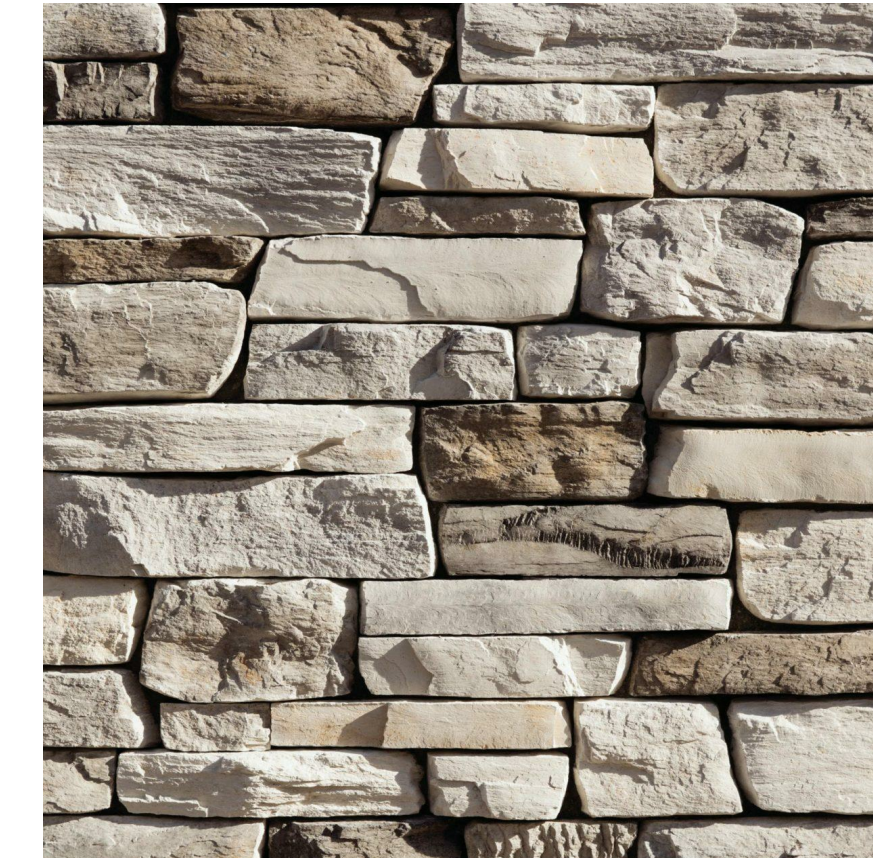
WALL
OMEGA STUCCO.
COLOR: 9203 SAGEBRUSH



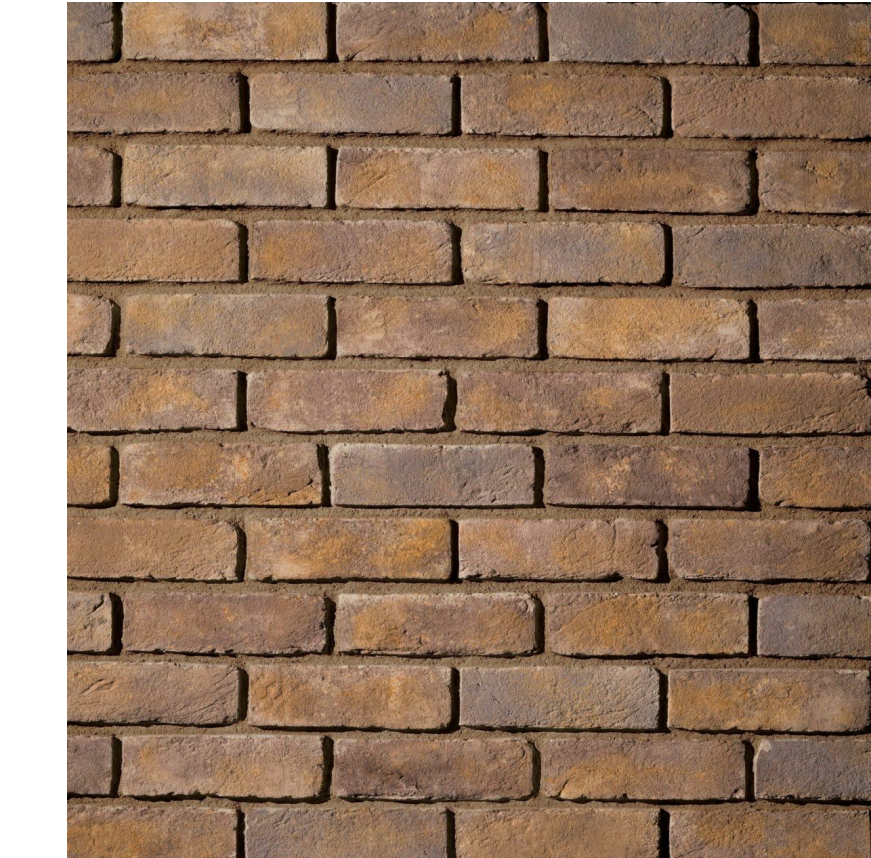
WINDOW/DOOR FRAME
SHERWIN WILLIAMS
COLOR: 6307 FINE WINE



BUILDING WALL & TRASH ENCLOSURE WALL
BEST BLOCK SPLIT FACE CMU
COLOR: 276 WESTERN BEIGE



COLUMN BASE
ELDORADO STONE
COLOR: WHITEBARK



WALL
ELDORADO BRICK
COLOR: RIVERBED



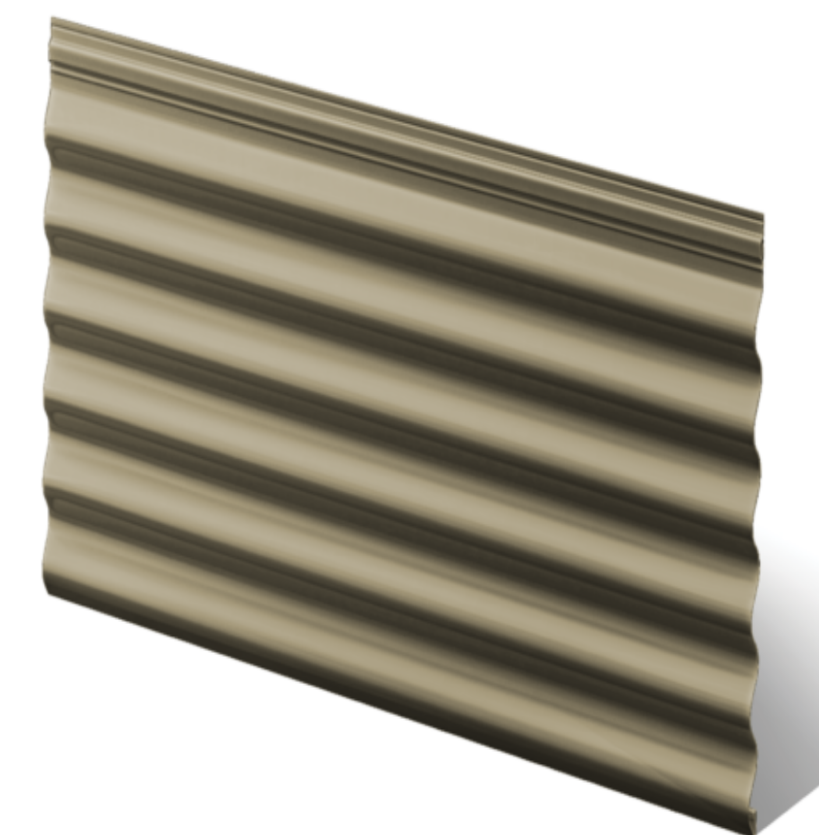
WALL
HARDIE PLANK SIDING.
COLOR: ARCTIC WHITE



OVERHEAD ROLL-UP DOOR
ARM-R-LITE TITAN
COLOR: DARK BRONZE ANODIZED



JULIET BALCONY
WESTBURY ALUMINUM RAILING
COLOR: NINETY BRONZE



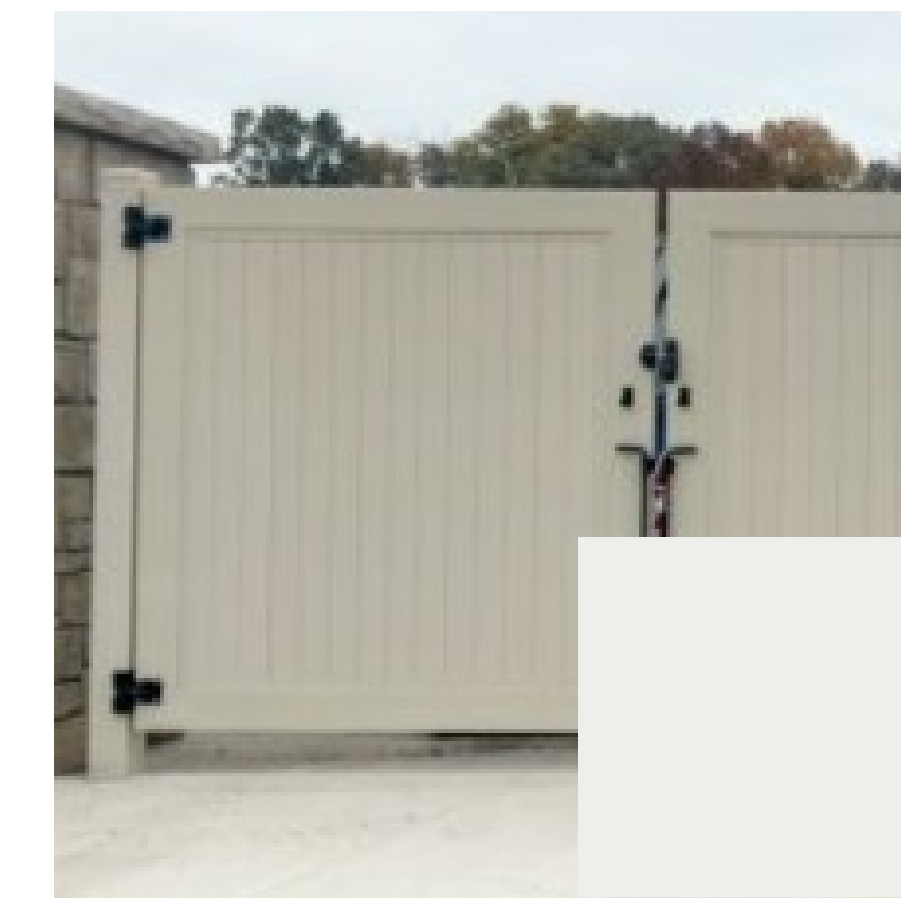
ROOF SCREENING
CORRUGATE METAL PANEL.
BERRIDGE
COLOR: SIERRA TAN



ALUMINUM STOREFRONT
COLOR: DARK BRONZE



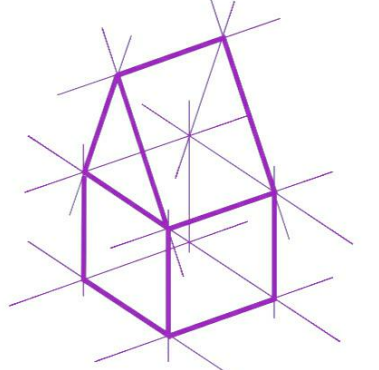
FABRIC AWNINGS
GENERAL AWNINGS
COLOR: CHARCOAL GREY



TRASH ENCLOSURE DOOR, BOARD & BATTEN
SHERWIN WILLIAMS
COLOR: 7006 EXTRA WHITE



WALL LIGHT
JET 31
COLOR: URBAN CONCRETE



Wangtastic Design Works LLC
Bringing Fantastic Designs to Life

DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS, INCLUDING THOSE IN ELECTRONIC FORM, PREPARED BY WANGTASTIC ARCHDESIGN LLC ARE INSTRUMENTS OF SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT. WANGTASTIC DESIGN WORKS LLC SHALL BE DEEMED THE AUTHORS AND OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF SERVICE AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHTS. VISUAL CONTACT WITH THESE DOCUMENTS CONSTITUTE PRIMA FACIE ACCEPTANCE OF THESE CONDITIONS.

© WANGTASTIC DESIGN WORKS LLC 2025

**MAIN ST STATION
COMMERCIAL BLDGS**
556 S MAIN ST & 620 S MAIN ST
ELIZABETH, CO 80107

PROJECT CODE: 23-026

ISSUE DATE: 08/07/2023

CONCEPT DRAWINGS

REVISIONS

| DATE | NO. | DESCRIPTION |
|------------|-----|-------------------|
| 03/26/2025 | 3 | PLANNING COMMENTS |

DRAWINGS

PREPARED FOR:

**MAIN STREET
STATION
ELIZABETH LLC**

5369 GRAND FIR WAY
PARKER, CO 80134

SHEET NAME

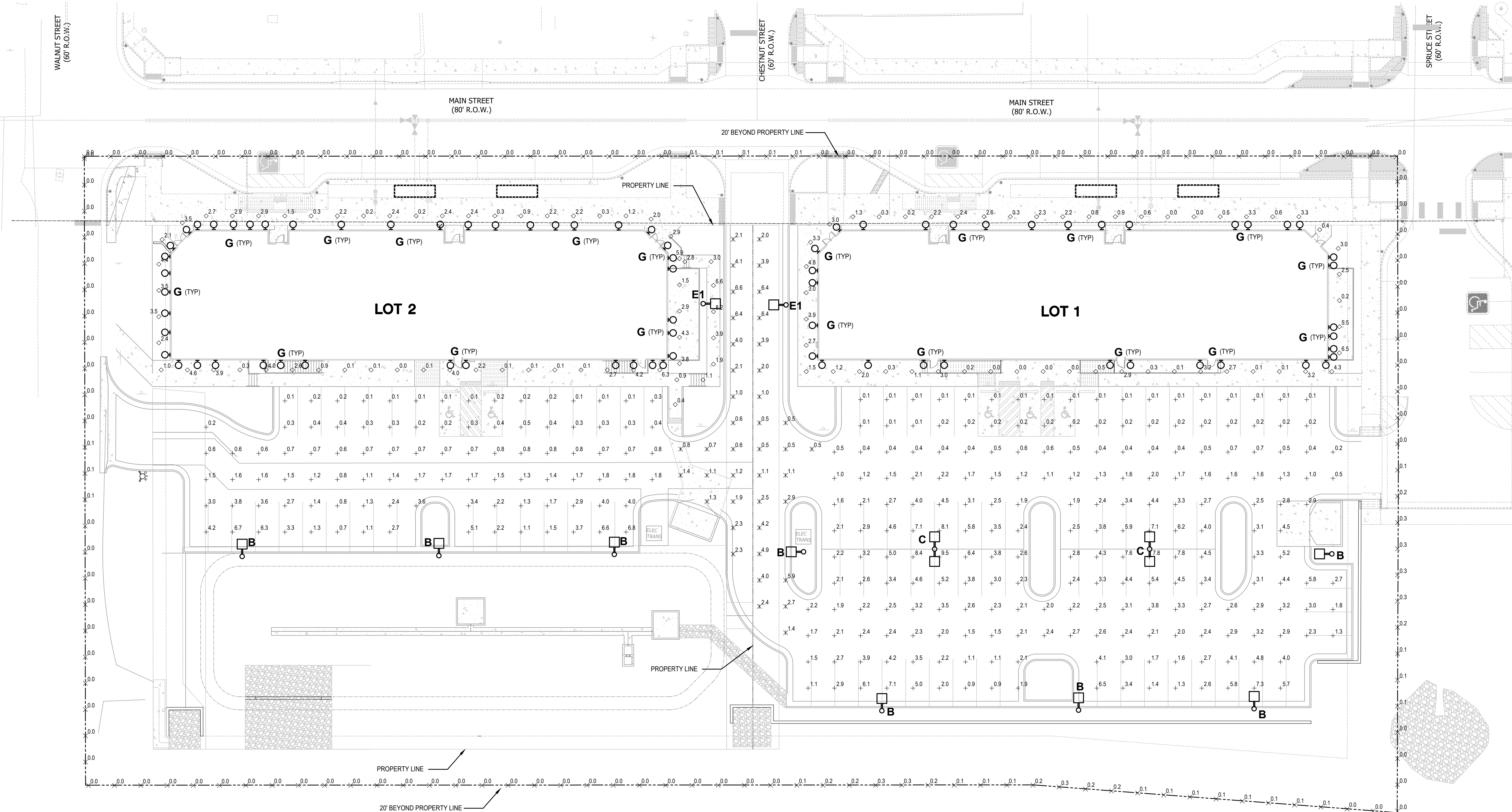
**BUILDING 2 -
MATERIALS
BOARD**

SHEET NUMBER

P7.2

SITE PLAN FOR MAIN STREET STATION

PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT,
STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION
2.12 ACRES LOCATED AT: 556 & 620 S MAIN STREET



| Statistics | | | | |
|---------------------|--------|--------|--------|--------|
| Description | Symbol | Avg | Max | Min |
| Driveway | ✕ | 2.5 fc | 6.6 fc | 0.5 fc |
| Parking Lot #1 | + | 2.4 fc | 9.5 fc | 0.1 fc |
| Parking Lot #2 | + | 1.5 fc | 6.8 fc | 0.1 fc |
| Property Line + 20' | ✕ | 0.0 fc | 0.3 fc | 0.0 fc |
| Sidewalk #1 | ◇ | 1.8 fc | 6.5 fc | 0.0 fc |
| Sidewalk #2 | ◇ | 2.1 fc | 6.3 fc | 0.0 fc |
| Sidewalk #2a | ◇ | 3.2 fc | 8.2 fc | 0.4 fc |

PHOTOMETRIC PLAN
SCALE: 1" = 20'-0"

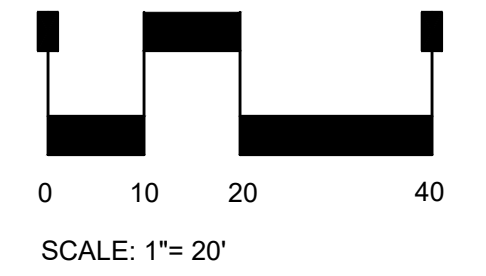
GENERAL NOTES:
A. NEW AND RELOCATED ITEMS SHOWN AS BOLD

B. ANY PROPOSED LIGHT FIXTURES INSTALLED ON PRIVATE PROPERTY, ADJACENT TO THE PUBLIC ROW, SHALL BE ORIENTED IN SUCH A MANNER OR LIMITED IN LUMEN OUTPUT TO PREVENT GLARE PROBLEMS AND SHALL NOT EXCEED NATIONAL I.E.S. LIGHTING STANDARDS FOR DISABILITY GLARE.

C. PARKING LOT LIGHT POLES ARE LIMITED TO 20 FOOT MAXIMUM (INCLUDING BASE).

DETAIL NOTES

1. ALL CONTROLS WILL BE PER CURRENT IECC CODES ON ANOTHER PROJECT.



COLORADO: Denver Office:
7822 South Whelling Ct, Ste B,
Englewood, CO 80112
303-696-1257

PROJECT: 20250089.00
DESIGNED BY: TE
CHECKED BY: AW

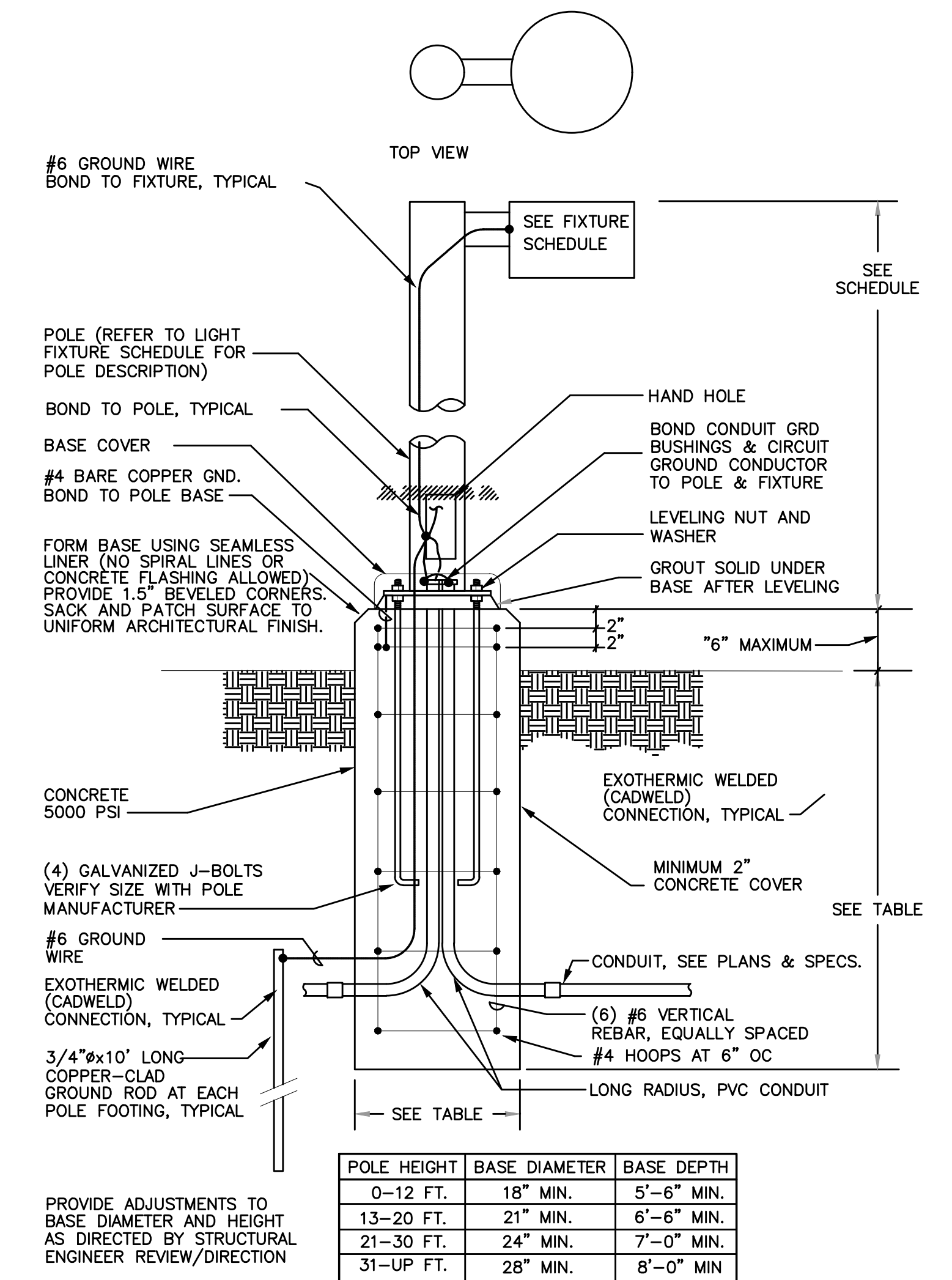
SHEET NUMBER:
E1.0
15 OF 18

P:\2025\20250089.00\20250089.00 E100 SDP.dwg, 3/26/2025 2:53:20 PM, DWG To PDF.pc3

SITE PLAN FOR MAIN STREET STATION

PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT,
STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION
2.12 ACRES LOCATED AT: 556 & 620 S MAIN STREET

| Schedule | | | | | | | | | | |
|----------|-------|-----|---------------------|--|-----------------|--------------|-----------------|-----|---------|--------|
| Symbol | Label | QTY | Catalog Number | Description | Lamp | Number Lamps | Lumens per Lamp | LLF | Wattage | Height |
| | B | 8 | HAM-20002-LC-T4-W30 | Hamilton 1 Street and area lighting luminaires | 2x24LED 3000K | 2 | 4286 | 1 | 73.1 | 20'-0" |
| | C | 2 | HAM-20002-LC-T3-W30 | Hamilton 1 Street and area lighting luminaires | 2x24LED 3000K | 2 | 4197 | 1 | 145.4 | 20'-0" |
| | E1 | 2 | HAM-20021-LC-T3-W30 | Hamilton 3 Street and area lighting luminaires | 24LED 3000K | 1 | 6125 | 1 | 53.3 | 14'-0" |
| | G | 75 | UJE-30351-VW-Amber | Jet 31 cylindrical wall light LED | 1 LED COB Amber | 1 | 437 | 1 | 15 | 7'-6" |



NEC 2023
ICC 2018

COLORADO: Denver Office:
7822 South Whelling Ct, Ste B,
Englewood, CO 80112
303-696-1257

PROJECT: 20250089.00
DESIGNED BY: TE
CHECKED BY: AW

SHEET NUMBER:
E2.0
16 OF 18

P:\2025\20250089.00\20250089.00 E101_SDP.dwg, 3/26/2025 2:53:25 PM, DWG To PDF.pc3



ENGINEER'S OPINION OF PROBABLE COSTS - PUBLIC IMPROVEMENTS

Main Street Station

Elizabeth, Colorado

Date: 5/13/2025
 Job No.: 241005

PAVING AND FLATWORK (WALNUT ST RIGHT OF WAY)

| ITEM | QNTY. | UNIT | COST/UNIT | TOTAL COST |
|--|-------|------|-----------|-----------------|
| DEMO 3' SIDEWALK | 31 | L.F. | \$ 10.00 | \$ 310.00 |
| 5' SIDEWALK (6" THICK) | 51 | L.F. | \$ 38.00 | \$ 1,938.00 |
| 6' CONCRETE PAN (INCLUDES WINGS) | 170 | S.F. | \$ 15.08 | \$ 2,563.60 |
| 6" CURB AND GUTTER (2' PAN) | 48 | L.F. | \$ 32.35 | \$ 1,552.80 |
| ASPHALT (6" THICK)- INCLUDES SUBGRADE PREP | 37 | S.Y. | \$ 49.00 | \$ 1,813.00 |
| CONCRETE RUNDOWN | 26 | L.F. | \$ 55.00 | \$1,430.00 |
| PAVING AND FLATWORK (WALNUT ST RIGHT OF WAY) SUBTOTAL | | | | \$ 9,607 |

STORM SEWER (WALNUT ST) (PUBLIC)

| ITEM | QNTY. | UNIT | COST/UNIT | TOTAL COST |
|--|-------|------|--------------|-------------------|
| 53" x 34" HERCP | 132 | L.F. | \$ 289.63 | \$ 38,231.16 |
| 42" RCP | 79 | L.F. | \$ 150.00 | \$ 11,850.00 |
| 8' DIA. MANHOLE - FLAT TOP | 3 | EA. | \$ 17,414.00 | \$ 52,242.00 |
| HEADWALL WINGWALL | 1 | LS. | \$ 15,000.00 | \$ 15,000.00 |
| RIPRAP LOW TAILWATER BASIN | 1 | LS. | \$ 2,000.00 | \$ 2,000.00 |
| STORM SEWER (WALNUT ST) (PUBLIC) SUBTOTAL | | | | \$ 119,323 |

STORM SEWER (CHESTNUT ST) (PUBLIC)

| ITEM | QNTY. | UNIT | COST/UNIT | TOTAL COST |
|--|-------|------|--------------|------------------|
| 24" RCP | 168 | L.F. | \$ 100.00 | \$ 16,800.00 |
| 4' DIA. TYPE II MANHOLE | 1 | EA. | \$ 5,000.00 | \$ 5,000.00 |
| HEADWALL WINGWALL | 1 | LS. | \$ 15,000.00 | \$ 15,000.00 |
| RIPRAP LOW TAILWATER BASIN | 1 | LS. | \$ 2,000.00 | \$ 2,000.00 |
| STORM SEWER (CHESTNUT ST) (PUBLIC) SUBTOTAL | | | | \$ 38,800 |

EROSION CONTROL

| ITEM | QNTY. | UNIT | COST/UNIT | TOTAL COST |
|---------------------------------|-------|------|-------------|-----------------|
| SILT FENCE | 20 | L.F. | \$ 1.66 | \$ 33.20 |
| VEHICLE TRACKING CONTROL | 1 | EA. | \$ 2,000.00 | \$ 2,000.00 |
| INLET PROTECTION | 1 | EA. | \$ 250.00 | \$ 250.00 |
| ROCK SOCK | 4 | EA. | \$ 75.00 | \$ 300.00 |
| EROSION CONTROL SUBTOTAL | | | | \$ 2,583 |

SITE SUBTOTAL = \$ 170,314
 CONTINGENCY =15% \$ 25,547.06

| | | | |
|--------------------------------|--|--|--|
| SITE TOTAL = \$ 195,861 | | | |
|--------------------------------|--|--|--|

NOTES:

1. Unit costs are approximate and will need to be verified by a contractor.
2. All unit cost include material as well as labor.

Main Street Station - Public Landscape Improvements

Cost Estimate

3/27/2025

| Description | Unit | Quantity | Cost | Total |
|---------------------------|-------------|-----------------|-------------|-------------------|
| Tree Removal | EA | 2 | \$2,200.00 | \$4,400.00 |
| 5-gallon shrub | EA | 25 | \$65.00 | \$1,625.00 |
| 1-gallon ornamental grass | EA | 16 | \$27.00 | \$432.00 |
| Rock mulch | SY | 45 | \$5.00 | \$225.00 |
| Steel edger (roll top) | LF | 95 | \$5.45 | \$517.75 |
| Subtotal | | | | \$7,199.75 |
| 15% Contingency | | | | \$1,079.96 |
| TOTAL | | | | \$8,279.71 |

FORM- IRREVOCABLE LETTER OF CREDIT

Issuing Bank's Letterhead

Irrevocable Letter of Credit

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

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

Town of Elizabeth
[Address]

Attention: Mayor and Town Attorney

Ladies and Gentlemen:

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

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

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

or

b. That the expiry date of this Irrevocable Letter of Credit is less than fourteen (14) days from the date of the Mayor or designee's letter and the Developer has not provided the Town with a replacement letter of credit in an amount and form acceptable to the Town to secure the performance of the *[type in name of the agreement] or [for permit, type in the name of the project]* described herein.

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

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

Very truly yours,
[Name of Bank]

By: _____
Signature of Authorized Signing Officer

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

EXHIBIT 1

FORM OF SIGHT DRAFT

Date: _____

At sight, pay to the order of Town of Elizabeth _____
Dollars

(\$ _____), for value received and charge to the account of *[name of Developer]*.

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

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

[Address of Issuing Bank] _____

By: *[type Mayor or designee]*



TOWN OF ELIZABETH POLICE DEPARTMENT

ACCOUNTABILITY•INTEGRITY•RESPECT•TEAMWORK•EXCELLENCE

Town of Elizabeth Police Department Monitoring Report

January 13, 2026

Departmental Updates:

Radio Encryption Transition

- The transition to new radio encryption will begin in February, led by the Elbert County Communications Authority (ECCA). Both in-squad and handheld radios will be upgraded to AES encryption for enhanced security.

Douglas County RMS Transition

- The Douglas County Sheriff's Office is in the early stages of transitioning to a new Law Enforcement Records Management System (RMS). At this time, the impact on our operations is largely unknown. Updates will be provided to the Board as more information becomes available.

Portable Wi-Fi Evaluation

- The Police Department completed testing and evaluation of T-Mobile portable Wi-Fi units as an alternative to purchasing Cradle Point devices. Feedback was overwhelmingly positive; connectivity was reliable with no coverage interruptions.

Each portable Wi-Fi unit costs \$29 per month, compared to approximately \$2,000 per Cradle Point device plus ongoing maintenance fees. For roughly half the cost of a single Cradle point, the department can deploy three portable Wi-Fi units, making this a cost-effective solution.

The cost would be allocated to the department's cell phone budget line item, which may require a future budget amendment. If the department transitions to in-squad camera systems in the future, Cradle Point devices will be necessary; however, we do not anticipate purchasing in-squad cameras in the immediate future due to their high cost.

Vehicle Maintenance MOU

- A formal Memorandum of Understanding (MOU) for vehicle maintenance between the Elizabeth School District and the Town of Elizabeth has been drafted and is currently under review by the School District. No significant issues are anticipated. Once the review is complete, the MOU will be finalized and signed.



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



TOWN OF ELIZABETH POLICE DEPARTMENT

ACCOUNTABILITY•INTEGRITY•RESPECT•TEAMWORK•EXCELLENCE

Printer Donation

- Janet McCracken generously donated a full-size printer to the Police Department. Due to its electrical requirements, consultation with an electrician will be needed before installation. We sincerely appreciate Janet's thoughtful contribution. I would like to acknowledge James, Nick, and Commander Cutler for taking the time out of their day to transport the printer. It was not an easy lift.

Case Updates

Damaged Garage Doors

- Thanks to the diligent work of Sgt. Sean Bigler and Officer Alex Allen, four juvenile subjects have been identified in connection with damage to garage doors in the Gold Creek subdivision. Victims have been informed of the progress. The case remains active, and details cannot be released at this time.



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



TOWN OF ELIZABETH POLICE DEPARTMENT

CHIEF OF POLICE JEFF ENGEL

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 11/30/2025 to 12/31/2025

End of year Report



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 **11/30/2025 at 12:01 a.m. to 12/31/2025 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



TOWN OF ELIZABETH POLICE DEPARTMENT

CHIEF OF POLICE JEFF ENGEL

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 11/30/2025 to 12/31/2025

End of year Report

Total Calls for Service:

601

Traffic Stops:

Total Stops:

**Penalty Assessments
Issued:**

Warnings Issued:

141

45

96

Other Calls for Service:

| Call Type: | Number of Calls: |
|----------------------------|------------------|
| 911 Landline | 8 |
| 911 Rapid SOS | 5 |
| Abandoned Vehicle | 1 |
| Alarm-Bank | 2 |
| Alarm-Business Burglary | 3 |
| Alarm-Business Hold Up | 1 |
| Alarm-Residential Burglary | 1 |



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



TOWN OF ELIZABETH POLICE DEPARTMENT

CHIEF OF POLICE JEFF ENGEL

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 11/30/2025 to 12/31/2025

End of year Report

| | |
|----------------------------|----|
| Animal Complaint | 7 |
| Assist to Fire Department | 2 |
| Assist to Other Agencies | 6 |
| Bar Check | 1 |
| Business Check | 42 |
| Burglary | 1 |
| Child Abuse | 2 |
| Child Custody | 1 |
| Citizen Assist | 19 |
| Citizen Contact | 21 |
| Civil | 2 |
| Crime Prevention | 22 |
| Domestic Violence-Physical | 1 |
| Fireworks | 2 |
| Flock | 6 |
| Follow Up | 51 |
| Found Property | 1 |
| Failure to Yield | 1 |



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



TOWN OF ELIZABETH POLICE DEPARTMENT

CHIEF OF POLICE JEFF ENGEL

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 11/30/2025 to 12/31/2025

End of year Report

| | |
|---|-----|
| Harassment | 3 |
| Increased Patrol | 101 |
| Informational Report | 3 |
| Littering Complaint | 1 |
| Medical Assist | 19 |
| Missing Endangered | 1 |
| Motorist Assist | 6 |
| Municipal Ordinance Violation | 7 |
| Motor Vehicle Crash with Injuries | 2 |
| Motor Vehicle Crash with Property Damage | 2 |
| Motor Vehicle Crash with Hazards | 1 |
| Motor Vehicle Crash with Unknown Injuries | 2 |
| Noise Complaint | 1 |
| Park Check | 5 |
| Parking Complaint | 9 |
| Poaching | 1 |
| Prowler | 1 |
| Racing | 1 |



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



TOWN OF ELIZABETH POLICE DEPARTMENT

CHIEF OF POLICE JEFF ENGEL

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 11/30/2025 to 12/31/2025

End of year Report

| | |
|---|-----|
| Report Every Drunk Driver Immediately (REDDI) | 8 |
| School Education | 1 |
| Sex Offense | 1 |
| Special Assignment | 4 |
| Subject with a Weapon | 1 |
| Suicidal Subject | 1 |
| Suspicious Circumstance | 11 |
| Suspicious Person | 3 |
| Suspicious Vehicle | 21 |
| Theft | 3 |
| Traffic Complaint | 11 |
| Traffic Hazard | 7 |
| Traffic Stop | 141 |
| Unknown Trouble | 1 |
| Vehicle Trespass | 1 |
| VIN Verify | 2 |
| Warrant Arrest | 1 |
| Welfare Check | 4 |



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



TOWN OF ELIZABETH POLICE DEPARTMENT

CHIEF OF POLICE JEFF ENGEL

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 11/30/2025 to 12/31/2025

End of year Report

| | |
|----------|---|
| Wildlife | 2 |
|----------|---|

Open Patrol Division Criminal Investigations:

| Case Number: | Call Type: | Details: |
|--------------|-------------------|---|
| 25-5281 | Financial Crimes | Investigation into a fraud involving cryptocurrency. |
| 25-6683 | Theft | Investigation into a theft at a business. |
| 25-7138 | Burglary | Investigation into a burglary of a vacant building. |
| 25-7306 | Menacing | Investigation into a cold menacing that possibly occurred in Town. |
| 25-7342 | Fraud | Investigation into possible fraud that occurred in Town. |
| 25-7827 | Theft | Investigation into a theft that occurred at a local business. |
| 25-7848 | Criminal Mischief | Investigation into criminal mischief that occurred at several residences within Town. |
| 25-7891 | Theft | Investigation into a theft that occurred at a local business. |



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



TOWN OF ELIZABETH POLICE DEPARTMENT

CHIEF OF POLICE JEFF ENGEL

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 11/30/2025 to 12/31/2025

End of year Report

Open Community Services Division Municipal Ordinance Violations:

| Case Number: | Call Type: | Notes: |
|--------------|-------------------------------|---|
| 25-6381 | Municipal Ordinance Violation | Investigation into code violations at a property within Town. |

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

Closed Case/Incident Reports:

| Case/Incident Number: | Call Type: | Details: |
|-----------------------|-------------------------|--|
| 25-6599 | Animal Cruelty | EPD Community Services investigated a complaint of animal cruelty. After investigation, it was determined that no crime occurred. |
| 25-7130 | Sex Offenses | EPD responded to a local school on an alleged sex offense involving a juvenile. After investigation, it was determined that no crime had occurred. |
| 25-7272 | Assist to Elbert County | EPD responded to a local business to assist the Elbert County Sheriff's Office on a possible stolen vehicle. After the party was detained, it was determined that no crime had occurred. |
| 25-7317 | Death Investigation | EPD Officers responded to a residence on a reported unresponsive person. EPD Officers |



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



TOWN OF ELIZABETH POLICE DEPARTMENT

CHIEF OF POLICE JEFF ENGEL

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 11/30/2025 to 12/31/2025

End of year Report

| | | |
|---------|---------------------|---|
| | | attempted lifesaving measures until the Elizabeth Fire Rescue arrived on scene. The subject was pronounced deceased. The cause of death was deemed to be of natural causes and the case was closed. |
| 25-7426 | Child Abuse | EPD received a report of a possible child abuse. After a preliminary investigation, it was determined the alleged crime would have occurred in another jurisdiction. The case was forwarded to that agency. |
| 25-7281 | Motor Vehicle Theft | EPD closed a case regarding a stolen motor vehicle. The vehicle had been previously stopped and the occupants were detained. The investigation revealed that the owner of the car had reported it as being stolen to another law enforcement agency. That agency was contacted and EPD's report was sent so that charges for false reporting could be sought. |
| 25-7258 | Assault | EPD closed a case involving assault to an at-risk person. The suspect was charged with several offenses into the Elbert County District Court. |
| 25-6472 | Criminal Mischief | EPD closed an investigation into a multi-jurisdictional vandalism case. After several agencies had closed their cases, there were no additional leads for EPD to follow up on. |



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



TOWN OF ELIZABETH POLICE DEPARTMENT

CHIEF OF POLICE JEFF ENGEL

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 11/30/2025 to 12/31/2025

End of year Report

| | | |
|---------|----------------------------|--|
| 25-7352 | Sex Offenses | EPD investigated a possible sex offense involving juveniles. After investigation, it was determined that a civil infraction had occurred. |
| 25-7454 | Disturbance | EPD responded to a family disturbance at a residence. After investigation, there was insufficient probable cause to support criminal charges. |
| 25-7501 | Harassment | EPD responded to a local school on report of harassment. After investigation, probable cause did exist to support criminal charges. However, given the nature of the case, the determination was made to have the school handle discipline for the involved juveniles. |
| 25-7505 | Domestic Violence | EPD received a report of a cold domestic violence call. After preliminary investigation, it was determined the alleged crime would have occurred in another jurisdiction. The case was forwarded to that jurisdiction for further investigation. |
| 25-7510 | Protection Order Violation | EPD received a report of a possible protection order violation. After investigation, it was determined that no violation of the order occurred. |



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



TOWN OF ELIZABETH POLICE DEPARTMENT

CHIEF OF POLICE JEFF ENGEL

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 11/30/2025 to 12/31/2025

End of year Report

| | | |
|---------|-------------------------------|--|
| 25-7512 | Financial Crimes | EPD responded to a report of a fraud. After investigation, it was determined a crime had not occurred at that time. The reporting party was advised of steps to take to protect their personal information. |
| 25-5914 | Municipal Ordinance Violation | EPD Community Services closed a case regarding several municipal offenses occurring at a property within the Town. |
| 25-6665 | Municipal Ordinance Violation | EPD Community Services closed a case regarding several municipal offenses occurring at a property within the Town. The property is now in compliance with Town Codes. |
| 25-7542 | Animal Complaint | EPD Community Services responded to a reported dog running at large. The dog was seized and was later reunited with its owner. |
| 25-7432 | Assist to Douglas County | EPD Officers responded to assist the Douglas County Sheriff's Office on a reported shooting. EPD Officers assisted in perimeter and searching for the suspect. |
| 25-7537 | Theft | EPD received a report of a license plate number being stolen. After investigation, it appeared a towing company had forgotten to remove the plates upon selling a vehicle. The reporting party was advised to contact the Colorado Department of Motor Vehicles. |



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



TOWN OF ELIZABETH POLICE DEPARTMENT

CHIEF OF POLICE JEFF ENGEL

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 11/30/2025 to 12/31/2025

End of year Report

| | | |
|---------|----------------------|---|
| 25-7588 | Flock-Warrant Arrest | EPD Officers received a Flock hit for a vehicle associated with a known warrant. The vehicle was located and stopped. After confirming the warrant, the driver was arrested and later booked into the Elbert County Jail. Additional charges were also filed for the Elizabeth Municipal Court. |
| 25-7560 | Warrant Arrest | EPD was made aware of subject in the Town of Elizabeth with numerous warrants for their arrest. The party was located and taken into custody without incident. |
| 25-7602 | Burglary | EPD Officers responded to a possible burglary that was in progress. EPD subsequently arrested a suspect, who was later booked into the Elbert County Jail on numerous offenses. |
| 25-7641 | Motor Vehicle Crash | EPD responded to a crash involving a vehicle vs. a pedestrian. The pedestrian was transported to the hospital for their injuries and were later released. Due to the circumstances surrounding the crash, no charges were sought in this case. |
| 25-7534 | Failure to Yield | An EPD Officer attempted to conduct a traffic stop on a motorist for a traffic infraction. The motorist failed to yield to the officer and did not stop. After several minutes, the Officer disengaged from the call. Follow-up |



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



TOWN OF ELIZABETH POLICE DEPARTMENT

CHIEF OF POLICE JEFF ENGEL

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 11/30/2025 to 12/31/2025

End of year Report

| | | |
|---------|------------------|---|
| | | investigation was completed to attempt to identify the suspect, but no additional leads were discovered. |
| 25-7460 | Vehicle Trespass | EPD Officers responded to a report of a motor vehicle trespass. After investigation, it was determined that no crime had occurred. |
| 25-7646 | Medical Assist | EPD responded to a local school on a child who was choking. When EPD arrived, staff from the school had dislodged the object in the juvenile's throat. |
| 25-7663 | Theft | EPD responded to a local store on a reported theft. The suspect was quickly identified, however since he had returned the items, the store did not wish to prosecute the suspect for the theft. |
| 25-7732 | Warrant Arrest | EPD Officers contacted a motorist for a traffic infraction. After clearing the driver, they were found to have a warrant for their arrest. The party was taken into custody and booked into the Elbert County Jail. |
| 25-7813 | Suicidal Subject | EPD Officers responded to a residence on report of an actively suicidal subject. EPD Officers placed the party into protective custody and transported them to a mental health facility. |



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



TOWN OF ELIZABETH POLICE DEPARTMENT

CHIEF OF POLICE JEFF ENGEL

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 11/30/2025 to 12/31/2025

End of year Report

| | | |
|---------|---------------------------|---|
| 25-7817 | Failure to Yield | EPD Officers attempted to contact a motorist for a minor traffic violation. The motorist elected not to yield to officers and continued to drive. A supervisor terminated the call. The Douglas County sheriff's Office located the vehicle and stopped it. EPD Officer's responded to the scene and issued the suspect a citation for numerous offenses. |
| 25-7846 | Missing Endangered Person | EPD Officers responded to a report of a juvenile with diminished mental capacity who had run away from home. Officers quickly located the party and returned them home without incident. |



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



TOWN OF ELIZABETH POLICE DEPARTMENT

CHIEF OF POLICE JEFF ENGEL

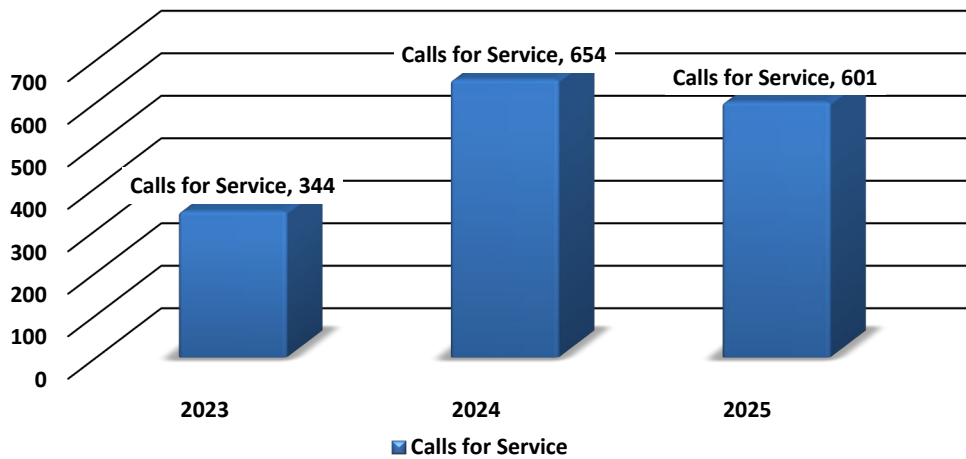
ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 11/30/2025 to 12/31/2025

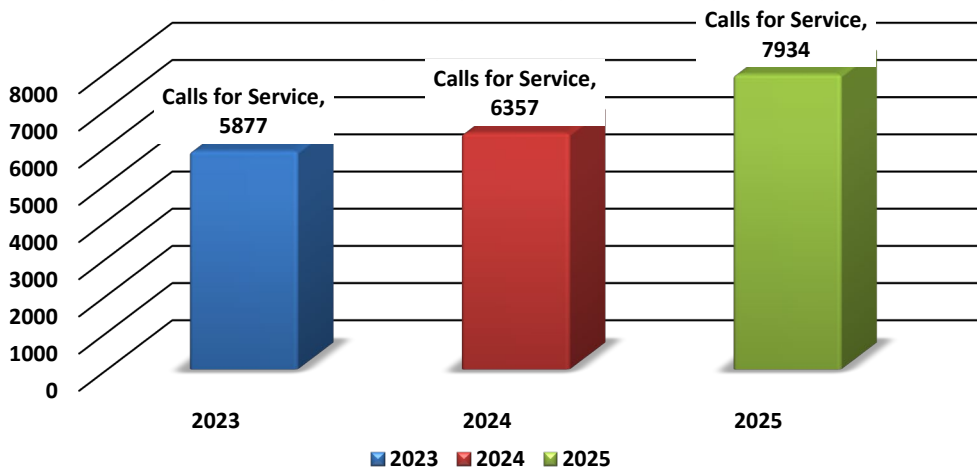
End of year Report

Historical Data:

Calls for Service For Same Period:



Total Calls for Service Year to Date



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



TOWN OF ELIZABETH POLICE DEPARTMENT

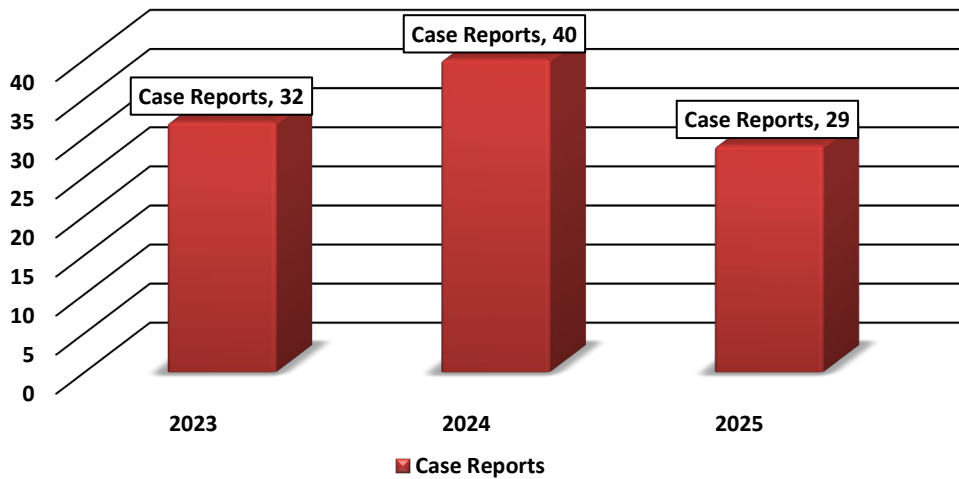
CHIEF OF POLICE JEFF ENGEL

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

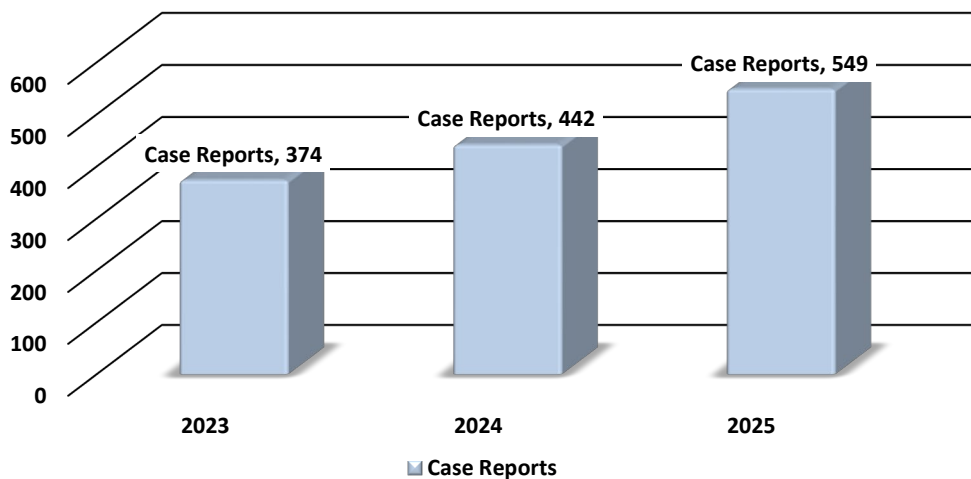
Period: 11/30/2025 to 12/31/2025

End of year Report

Case Reports Pulled For Same Period:



Total Case Reports Pulled Year to Date:



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

Special Report

FOR INTERNAL USE ONLY

| Report Date | Report Time | Date Occurred | Time Occurred | Primary Jurisdiction | Case Number |
|-------------|-------------|---------------|---------------|-----------------------------|-------------|
| 01/04/2026 | 0025 | 12/27/2025 | 2314 | Elizabeth Police Department | CR 25-7848 |

| |
|---|
| Location of Occurrence <p style="text-align: center;">600 Block of Yankee Boy Loop</p> |
|---|

| | | | | | |
|-------------------------------------|----------------------|--------------------------|----------------------------|-------------------------------------|--------------------------|
| <input checked="" type="checkbox"/> | Major Criminal Event | <input type="checkbox"/> | Transportation Incident | <input checked="" type="checkbox"/> | Notable Incident/Arrest |
| <input type="checkbox"/> | Inmate Injury | <input type="checkbox"/> | Police Vehicle Accident | <input type="checkbox"/> | General Information Item |
| <input type="checkbox"/> | Death Investigation | <input type="checkbox"/> | Discharge of Police Weapon | <input type="checkbox"/> | Other |

| |
|--|
| After Action Report Completed (required for all incidents involving natural or man-made disasters, pandemics, civil disturbances, mass arrests, credible bomb threats, hostage or barricaded person situations, acts of terrorism, and other unusual incidents) |
|--|

On Saturday, 12/27/2025, EPD Officers responded to the 600 block of Yankee Boy Loop, within the Town of Elizabeth, County of Elbert, and State of Colorado, on report of a prowler.

Upon arrival, Officers discovered that several garage doors had been damaged, allegedly by juveniles who ran, and body checked the garage doors. The suspects had fled the scene prior to Officers arrival in a dark SUV or crossover type vehicle.

The investigation yielded the four juveniles were involved in this case, and had come from McDonalds, located at 1950 Legacy Loop to the area. Once in the area, the suspects knocked and body checked at least four garage doors, causing varying levels of damaged to at least four of them.

As of this writing, Officers have identified the vehicle and all of the suspects in this case and are working on interviewing them and collecting digital evidence.

Damage amounts are also being collected by the victims.

The investigation is still ongoing, and charges will be filed once the case is closed.

Nothing further to report at this time.

| | |
|---|-------------|
| Deputy/Supervisor Name & Number Sgt. Sean Bigler #1504 | Page 1 of 1 |
|---|-------------|



Elizabeth Police Department

Special Report

FOR INTERNAL USE ONLY

| | | | | | |
|----------------------------------|----------------------------|------------------------------------|------------------------------|---|-----------------------------------|
| Report Date 12/17/2025 | Report Time 1045 | Date Occurred 12/17/2025 | Time Occurred 1045 | Primary Jurisdiction Elizabeth Police | Case Number CFS 25-7641 |
|----------------------------------|----------------------------|------------------------------------|------------------------------|---|-----------------------------------|

| |
|--|
| Location of Occurrence 230 E. Kiowa Ave, Elizabeth, Colorado, 80107 |
|--|

| | | |
|---|---|---|
| <input type="checkbox"/> Major Criminal Event | <input type="checkbox"/> Transportation Incident | <input type="checkbox"/> Notable Incident/Arrest |
| <input type="checkbox"/> Inmate Injury | <input type="checkbox"/> Police Vehicle Accident | <input type="checkbox"/> General Information Item |
| <input type="checkbox"/> Death Investigation | <input type="checkbox"/> Discharge of Police Weapon | <input checked="" type="checkbox"/> Other |

| |
|--|
| After Action Report Completed (required for all incidents involving natural or man-made disasters, pandemics, civil disturbances, mass arrests, credible bomb threats, hostage or barricaded person situations, acts of terrorism, and other unusual incidents) |
|--|

Incident Report

Date/Time: Monday, December 17, 2025, at approximately 1045 hours

Reporting Officer: Officer Lamas

Location: H1 Motorsports / Elizabeth Auto, 230 E. Kiowa Ave. / 144 Pine St.

On Wednesday, December 17, 2025, at approximately 1045 hours, Officers Lamas and Herbel, along with the Elizabeth Fire Department, were dispatched to H1 Motorsports / Elizabeth Auto, located at 230 E. Kiowa Ave., in reference to an auto versus pedestrian crash occurring in front of Elizabeth Auto.

Upon arrival, officers determined that the pedestrian, an adult male, had been inspecting the underside of a large box truck parked on the east side of Pine St. The male was lying on his back with his legs extended into the roadway. A vehicle traveling southbound on Pine Street did not observe the male's legs protruding from beneath the truck due to the sun glare and drove over his legs. The driver immediately stopped, realized what had occurred, and rendered aid.

The male was treated on scene by the Elizabeth Fire Department and was transported to Parker Adventist Hospital. Officers later learned the male sustained a broken ankle.

This crash remains under investigation.

See crash report for further details.

Nothing further to report.

| | |
|--|-------------|
| Deputy/Supervisor Name & Number Commander Brett Cutler #2502 | Page 1 of 2 |
|--|-------------|

Deputy/Supervisor Name & Number

Commander Brett Cutler #2502

Page 2 of 2



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: January 13, 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.
3. Terracina/Martin and Aztec Survey in Hillside presently to build data for the upcoming re-paving RFP and Wade Park drawings. RFP will be on agenda for BOT approval January 27, 2026

Town Main St. Decorations:

1. Main Street Banners have been installed on the new Light Poles
2. PW is currently completing the electrical phase of the Main Street Scape project to provide lighting along Main St.

Town Wells, Tanks, and Effluent:

1. Plant Effluent (waste treated outflow) for December 2025 = 5,842,046 gallons; Avg. Daily 188,453 gallons (gpd) or .188 mgd and Plant is rated for 500,000 gpd or .5mgd.
2. Macquire Tank Company has the drawings and approval for the tank vents at 85% completion to satisfy CDPHE and remove our 1- Deficiency Violation during our CDPHE Inspection of all water facilities.
3. Drawings have been submitted by Macquire Tank to CDPHE for review, comments and approval. PW continues to await CDPHE approval.
4. Final Screens are on-site and will be installed once we receive approval from CDPHE.

Town Water Line (NON) Emergency Repair:

1. N/A

Town Hall Repairs/Landscaping Plan:

1. No report.

Town Walkway Repairs:

1. PW has completed repairs to various locations throughout town where heaving has occurred.
2. PW has replaced 1 sidewalk areas that received chase drains for sidewalk issues.
3. PW has installed two Chase drains within town to alleviate drainage crossing sidewalks and causing algae and icing during the colder months.

Town Street Maintenance/Striping Projects:

- PO Box 159, 151 S. Banner Street ▪ Elizabeth, Colorado 80107 ▪ (303) 646-4166
- Fax: (303) 646-9434 ▪ www.townofelizabeth.org



TOWN OF ELIZABETH

MICHAEL DEVOL/PUBLIC WORKS DIRECTOR

1. Stripping for Crosswalk and Stop lines have been completed at CR 13 and Jr./HS. Traffic Light.
2. 2- Flashing Cross Walk signs have been installed at the Jr/HS crosswalk. These are solar pedestrian signs that will flash continuously around the clock to help bring awareness to drivers and the safety of pedestrians.

Town Snow Plowing and Street Sweeping: SNOW Season is right around the corner.

1. Snow plowing season is underway. PW has been in contact with business owners along Main St. to allow snow to be pushed into the street for PW to gather and move in areas that have little or no place to shovel or store snow on landscaped areas.
2. The Town website has been updated with the Snow Plowing Information as well as pushed out on the Town Facebook page.
3. PW is aware that this is our first snow on the new streetscape and will address concerns or issues as they arise.

Town New Wells at Ritorio/Gold Creek Valley:

1. The new well building is complete, and PW is planning an Open House in the Spring of 2026.
2. Landscaping will take place in 2026, and PW will work with the 4 adjacent property owners for their approval of the landscape sketch from Terracina to ensure that we conceal as much of the building as possible from their views.
3. PW has received bids for the staining/painting of the fence around water office yard. PW will likely wait until spring before having this work completed.

Town Trail Project:

1. The Depot Lot is Open for full use.
2. PW has placed a Large Concolor Pine within the Depot Lot for future use as a Christmas Tree.
3. 12 more large Ponderosa Pines will be placed at various locations around town in the spring of 2026.
4. 3-4 Red Maples will be placed within the Depot lot to allow shade in the summer and snow melting in the winter.
5. Town trails are completely open for use and are the last areas to be plowed of snow during a storm events.

Town Police Department:

1. Work at PD has been completed.
2. The ADA Police station access has received engineering approval and the handrails are complete.

Gold Creek Lift Station Improvements:

- PO Box 159, 151 S. Banner Street ▪ Elizabeth, Colorado 80107 ▪ (303) 646-4166
- Fax: (303) 646-9434 ▪ www.townofelizabeth.org



TOWN OF ELIZABETH

MICHAEL DEVOL/PUBLIC WORKS DIRECTOR

1. Eligibility surveys for Water and Wastewater Capital projects have been completed for 2025/2026 and accepted by Colorado Department of Public Health and Environment (CDPHE). The eligibility surveys allow the town to be in line for any funding that may be available for future projects.
2. PW has completed the new update for Gold Creek Lift Station that includes, 3 new pumps and 1 spare, new data processors, new Variable Frequency Drives (VFD) for all 3 pumps, new communication platform for SCADA systems as part of upgrades for Gold Creek Wastewater Plant.

Gold Creek Wastewater Treatment Plant:

1. See #2 from above.

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

1. Clean-up is scheduled for May 9th, 2026/ Mother's Day weekend!

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

1. Public Works delivered the new plat and ROW permit for CORE Electric to complete the electrical tie-in for Main Street Scape and Depot Lot. Precon for project is scheduled for Dec. 4 for start of installation.
2. CORE Electric contractor has installed/bored the underground conduit for electrical cables. PW believes that CORE electric will complete the installation and have the Main St lights powered by the end of January.
3. Retrofits for the drainage issue at the Hat shop area are installed and have worked flawlessly during several heavy rainstorms, with no effect on shop owners and standing water.
6. Mainstreet Streetscape continues to address punch-list items and scheduling repairs as the CORE/Comcast poles have all been removed.
7. Numerous questions and concerns continue to surface to the point of micromanaging by concerned person(s) on the Mainstreet Streetscape. Below is a partial list:
 - a. Narrow Streets and Bulb-Outs were approved to aid in slowing traffic making pedestrian safety a priority concern and allow for people to visit and gather along Main St to enhance their shopping and easy accessibility. Speed on Main St is posted at 15 MPH.

Town Farmers Market:

1. PW and Community development plan on a meeting with Elizabeth Brewing Company and Don Means agency for future events to discuss placement of Solar Lamp Posts, Electrical outlets, and trees to enhance the use for all parties.

Town Parks and Right of Way:

1. The NEW storm drainage system and detention pond have performed very well during several heavy downpours of rain and small hail.

▪ PO Box 159, 151 S. Banner Street ▪ Elizabeth, Colorado 80107 ▪ (303) 646-4166
▪ Fax: (303) 646-9434 ▪ www.townofelizabeth.org



TOWN OF ELIZABETH

MICHAEL DEVOL/PUBLIC WORKS DIRECTOR

2. Seeded areas of the Depot lot and detention have progressed very well with heavy grass showing in all areas. Fencing around the detention pond will commence as weather allows or the Spring of 2026.

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
mdevol@townofelizabeth.org

**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 | | Difference/Surplus Effluent |
|-----------------|--------------------------------------|----------------------------|--|
| | Usage (af) | Duke Lease (af) | |
| November | 16.29 | 1.7 | 14.59 |
| December | 17.93 | 1.3 | 16.63 |
| January | | 0.9 | -0.90 |
| February | | 0.7 | -0.70 |
| March | | 0.5 | -0.50 |
| April | | 0.4 | -0.40 |
| May | | 0.3 | -0.30 |
| 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 | 34.2 | 15.0 | -12.0 |



January 13th, 2026

Management Team Updates

Community Development – Alexandra Cramer, AICP, Planner/Project Manager

- Permit and Licensing Activity (2025)
 - Building permit fees remain unchanged since Resolution 22R55 adoption. Staff utilizes SAFEbuilt's valuation calculator for consistent use tax assessment. Activity included: 166 building permits issued, 23 new business licenses processed, and 14 sign permits issued.
- Staff has been active with managing and reviewing land use applications. We are anticipating several applications going to public hearing in the first quarter of 2026.
- Staff is working on identifying areas in the code that are recommended to be updated/revised.
 - We had a work session with the Planning Commission on 12/2/2025 to review some of these recommendations. We discussed eliminating the minimum off-street parking requirements for the DT, Downtown District as well as eliminating the minimum lot width requirement for residential-zoned districts. Both were unanimously supported by the Planning Commission.
- The Planning Commission has four terms expiring at the end of the year. Staff has received confirmation that two of the members will not be seeking reappointment, and the other two will be seeking reappointments.
 - Staff is actively promoting the empty PC seats on social media. We have received some interest from residents and will be meeting with them over the next two weeks.
- Main Street Board of Directors
 - The MSBOD had their first “Main Street Feed Lot” on small business Saturday. Staff will continue to work with the MSBOD and local food truck vendors for dates in 2026.
 - Staff and the MSBOD are working on 2026 workplans.
 - 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.



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

- **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.

5K & Family Color Run Budget 2025

| Expense Categories | | |
|----------------------|------------|-------------|
| Item | Budget | Actual 2025 |
| Shirts | \$3,500.00 | \$0.00 |
| Bags | | \$0.00 |
| Medals | \$4,500.00 | \$4,500.00 |
| Signage | | \$0.00 |
| Advertisement | \$250.00 | \$0.00 |
| Breakfast | \$1,500.00 | \$1,002.00 |
| Drinks | \$100.00 | \$88.75 |
| Color Run | \$300.00 | \$236.54 |
| DJ | \$500.00 | \$600.00 |
| Photographer | \$200.00 | \$200.00 |
| Face Painter | \$300.00 | \$345.00 |
| Event Coordinator | \$3,500.00 | \$3,500.00 |
| EMT Services | \$300.00 | \$330.00 |
| Colorado Race Timing | \$1,500.00 | \$1,166.00 |
| Photo Booth | \$0.00 | \$0.00 |
| Miscellaneous | \$250.00 | \$0.00 |

| Budget Summary | |
|--------------------------|-------------|
| Category | Amount |
| Total Budget | \$8,000.00 |
| Total Projected Expenses | \$16,700.00 |
| Revenue | \$5,552.94 |
| Total Spent to Date | \$6,415.35 |

- **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 to expand event programming
 - Silverton secured full funding for their Blair Street Revitalization Project after nearly 10 years of work, including \$260,990 from CDOT's Multimodal Options Fund and \$1,043,958 from a DOT TAP grant
 - Town of Lyons completed town-wide wayfinding signage fabrication and installation
 - Pagosa Springs supported downtown businesses through a two-year US 160 reconstruction by creating "Coney Z" (their construction mascot), installing additional wayfinding, and raising \$12,500 for their Business Assistance Grant Fund

▪ PO Box 159, 151 S. Banner Street ▪ Elizabeth, Colorado 80107 ▪ (303) 646-4166
 ▪ Fax: (303) 646-9434 ▪ www.townofelizabeth.org



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

- Rifle launched "Third Thursday on Third Street," growing attendance from 250 in June to approximately 650 by September
- Wellington completed two new downtown murals and launched their Walk of Fame project, providing custom yard signs to graduating seniors with scholarships funded through the program
- Victor adopted a new Land Use Code to facilitate downtown development 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 -- 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 – 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 -- 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.

- PO Box 159, 151 S. Banner Street ▪ Elizabeth, Colorado 80107 ▪ (303) 646-4166
 - Fax: (303) 646-9434 ▪ www.townofelizabeth.org



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

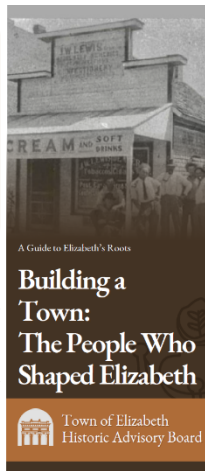
- Elbert County Artist Guild Partnership -- The MSBOD has been discussing enhanced partnerships with the Elbert County Artist Guild. Recent meetings between both groups have identified integration opportunities for ECAG participation in Main Street events. As an outcome, ECAG will have a presence at the Main Street Car Show, 5K, and Historic Walk and Talk. The MSBOD is also exploring ways to incorporate local art on Main Street and will continue developing these conversations over the next few months.
- 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 -- 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.
- Historic Advisory Board
 - Staff and HAB are working on 2026 workplans.
 - The HAB is exploring grants to help fund new storyboards on Main Street.
 - **11th Historic Walk and Talk** -- 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.



The Founding Vision: A Name From Afar
While Elizabeth bears the name of Elizabeth City, Maryland, some believe it is Colorado Territory Governor John Evans, the Iron Gulch land grant recipient, who first named the town. The land was simply staked through the beautiful location on the Rabbit Creek when the Denver & North Western Railroad established a station here in 1863. The decision to name the new Elizabeth honored Elizabeth, but the real work of building the community fell to local businessmen, entrepreneurs, and workers who were present in this rough, unincorporated location. This naming pattern was common in the railroad era - towns often named names that honored distant dignitaries with little actual connection to the local area. Upon this tradition to discuss some of the fascinating individuals who transformed Elizabeth from wilderness to a thriving frontier community.

Want to Learn More About Elizabeth's Historical Figures and Families?

If you enjoyed discovering the stories of Elizabeth's patterns and personalities, explore our ongoing Oral History Collection! We've recorded fascinating interviews with longtime residents like Warren Crookston (four generations on the same homestead), Oletha Tamm (whose Swedish grandfather donated land for our cemetery), rodeo pioneers who built the Elizabeth Stampede, and many other families whose memories bring our town's history to life. These recorded conversations capture firsthand accounts of everything from the devastating 1935 Flood to Main Street's bustling businesses, from community dances to severe winter storms, and from family ranching traditions to the evolution of our beloved town.



▪ P



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

- Consulting Services in the Community Development Department
 - 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.
- 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 are underway with three scheduled for 2025. Events are planned for June, July, and August.
- 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.

▪ PO Box 159, 151 S. Banner Street ▪ Elizabeth, Colorado 80107 ▪ (303) 646-4166
▪ Fax: (303) 646-9434 ▪ www.townofelizabeth.org



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

- 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

CLERK'S/FINANCE OFFICE MANAGER'S REPORT

January 13, 2026

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

Allison

- I was out sick over the holidays. I am very happy to report that I am feeling much better!
- I spent time with Harmony getting a refresher on accessibility, website management, and record management before she left for Sterling. We made sure I have access to all the programs I will be using as Deputy Clerk. I am excited to take on this new role.
- Michelle and I have received a few applications for the Utility Billing position. We will be conducting initial interviews on the 12th and 13th.

Harmony

- I would like to thank everyone for their support throughout my nearly eight years with the Town. During this time, I have had the opportunity to work with many remarkable individuals and have grown tremendously in my role. The mentorship and collaboration provided by Michelle, along with the support of my colleagues, have been invaluable. I hope you continue to recognize and appreciate the outstanding resources and staff you have—they are a tremendous asset and are deeply committed to the work they do.
- As I move into the next chapter of my career, I am excited to build upon the skills and experience I gained here in Elizabeth. I am confident that I am leaving the Records and Deputy Clerk position in capable hands with Allison, and I look forward to seeing how she continues to advance the role. While I am moving to a new position, I will remain in the clerk community and am always available as a resource or to assist with questions during this period of transition.
- Thank you again for all your support. I look forward to visiting Elizabeth in the future and seeing the positive momentum continue to forge ahead.

Michelle

- Harmony's last day was January 2nd, and Allison started as Deputy Clerk on January 1st. Harmony's contributions have been invaluable, and she will be greatly missed both professionally and personally.
- The Front Desk position has been posted on the town website, on the Colorado Municipal League job board, and will be in the Ranchland news job postings. As of



TOWN OF ELIZABETH

CLERK'S/FINANCE OFFICE MANAGER'S REPORT

today, we have 4 applications for the Front Desk. We will be conducting 3 interviews next week.

- Hannah has been out on short term medical leave.
- The Senior Holiday Luncheon was a great success. We had close to 40 attendees.
- Senior baskets were delivered by volunteers and staff. We received several emails and phone calls expressing appreciation for this effort. We had amazing volunteers helping us this year!
- December was a very busy month for us. Court, trials, Mayor's Tree Lighting, Senior baskets, Senior Luncheon, Staff Christmas party, the Town Christmas Lighting Contest, and the normal day-to-day duties.
- Staff enjoyed the Christmas Party, good food, laughs, and some fun. Staff appreciated the cards and gifts from the board.
- December 60 cases were on our court day docket. There were 43 arraignments, 14 reviews, and 3 trials.
- Allison and I completed our yearly recertification for Criminal Justice Information Services Security and Privacy Training (CJIS). This training for recertification is required yearly.
- Hannah has been working on revamping payroll processes, creating a streamlined and fully paperless system.
- Because the front desk is currently short-staffed and Hannah is temporarily out, the office will be closed during lunch when only one staff member is available. This ensures staff are able to take their lunch break and complete the mail run. (Time off and outside meetings had been scheduled prior to Harmony's departure)
- Due to our staffing, we will be closed during court on January 8th. We will let people pay after court and give them an extra day to do so.
- I've mentioned the idea of creating a Citizens Academy on a couple of occasions, and I'd like to ask whether this is something the Board would like staff to move forward with at this time.
- Alex and I have been discussing plans for the 250th celebration and would like to present several ideas to the board to gather your thoughts and direction.
- **I would like to bring to the board's attention the need to add Allison as a signer on the bank account. In the absence of a permanent administrator, having two authorized signers in the office would provide necessary continuity and oversight.**