



TOWN OF ELIZABETH

**TOWN OF ELIZABETH
WORKSHOP – CODE
Tuesday, July 11, 2023, at 6:00 PM**

**BOARD OF TRUSTEES REGULAR MEETING – UPDATED 7/10/23
Tuesday, July 11, 2023, at 7:00 PM
Town Hall, 151 S. Banner Street**

Conferencing Access Information: This is viewing only access
<https://us02web.zoom.us/j/84503021528?pwd=ZXVpbWM2L2M5T29CaUgxM0ZNeINZdz09>

Join via phone at 1 669 900 9128 Meeting ID: 845 0302 1528

**Meeting Passcode:
619981**

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

UNSCHEDULED PUBLIC COMMENT

AGENDA CHANGES

CONSENT AGENDA

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

NEW BUSINESS

3. Discussion and possible action on Resolution 23R27, a Resolution approving a Trade Contractor Agreement for services with Maguire Iron Inc. of Sioux Falls SD for the purpose of scheduling and price holding – Mike DeVol
4. Discussion and possible action on Resolution 23R28, a Resolution setting the ballot content for the September 5, 2023, Special Election – Michelle Oeser
5. Discussion and possible action on Resolution 23R29, a Resolution authorizing the Mayor and Town Administrator to enter into an agreement with N&D Tree & Crane Service for clean-up on Running Creek Trail – Patrick Davidson
6. Discussion and possible action on Resolution 23R30, a Resolution declaring a local disaster for the Town of Elizabeth caused by recent storm events – Patrick Davidson

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

OLD BUSINESS

- 7. Discussion on Main Street Streetscape Design Project – Zach Higgins

MANAGEMENT MONITORING REPORTS

- 8. Management Monitoring Reports

BOARD OF TRUSTEES REPORTS

- 9. Board Reports

EXECUTIVE SESSION

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

ADJOURNMENT

MEETING PROTOCOL AND STANDARDS OF CONDUCT

Public Participation

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

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

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

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

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

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

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

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

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



Board of Trustees – Record of Proceedings

June 27, 2023

CALL TO ORDER

The Special Meeting of the Board of Trustees of the Town of Elizabeth was called to order on Tuesday, June 27, 2023, at 6:00 p.m. by Mayor Pro Tem Linda Secrist.

ROLL CALL

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

Also present were Town Administrator Patrick Davidson, Town Clerk Michelle Oeser, and Town Attorney Corey Hoffmann.

EXECUTIVE SESSION

Motion by Mayor Pro Tem Secrist, seconded by Trustee Payne, to adjourn the special meeting at 6:01 p.m. and enter into an executive session "To hold a conference with the Town's attorney to receive legal advice on specific legal questions regarding the property generally known as Elizabeth West pursuant to C.R.S. § 24-6-402(4)(b)."

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

Motion by Trustee Einspahr, seconded by Trustee Ternus, to adjourn the executive session, and return to the regular meeting at 7:04 p.m.

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

ADJOURNMENT

Mayor Pro Tem Secrist adjourned the special meeting to go into the Regular Board of Trustees Meeting at 7:05 p.m.

Town Clerk Michelle Oeser

Mayor Nick Snively



Board of Trustees – Record of Proceedings

June 27, 2023

CALL TO ORDER

The Regular Meeting of the Board of Trustees of the Town of Elizabeth was called to order on Tuesday, June 13, 2023, at 7:10 p.m. by Mayor Pro Tem Linda Secrist.

ROLL CALL

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

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

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Secrist led the Board in the Pledge of Allegiance.

UNSCHEDULED PUBLIC COMMENT

Marianne Mayer – Town of Elizabeth resident.

Ken Madsen – Elbert County resident.

AGENDA CHANGES

No agenda changes from the Administration.

No agenda changes from the Board.

Agenda set.

CONSENT AGENDA

1. Minutes of the Special Meeting of June 13, 2023
2. Minutes of the Regular Meeting of June 13, 2023

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

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

ADVISORY BOARD QUARTERLY REPORTS



3. Historic Advisory Board Quarterly Report – John Quest

Chair John Quest shared a quarterly report from the Historic Advisory Board.

NEW BUSINESS

4. Discussion on Main Street Streetscape Design Project – Manny Nuno

Manny Nuno with CORE Consultants gave a presentation on the Main Street Streetscape Design Project.

5. Discussion and possible action on Resolution 23R26, a Resolution authorizing the Mayor and Chief of Police to execute an Intergovernmental Agreement with the Elizabeth School District to provide School Resource Officers – Chief Engel

Motion by Trustee Payne, seconded by Trustee Einspahr, to approve Resolution 23R26, a Resolution authorizing the Mayor and Chief of Police to execute an Intergovernmental Agreement with the Elizabeth School District to provide School Resource Officers. The vote of those Trustees present was 6 in favor and 0 opposed. Motion passed unanimously.

6. Discussion and possible action on Ordinance 23-06, an Ordinance approving and accomplishing the disconnection of property known as The Elizabeth West Property – Patrick Davidson

Motion by Trustee Ternus, seconded by Trustee Einspahr, to approve Ordinance 23-06, an Ordinance approving and accomplishing the disconnection of property known as The Elizabeth West Property. The vote of those Trustees present was 4 in favor and 2 opposed. Mayor Pro Tem Secrist and Trustee McGinn opposed. Motion passed.

MANAGEMENT MONITORING REPORTS

- Town Administrator Patrick Davidson discussed the upcoming Staff BBQ on July 19th.
- Mr. Davidson discussed a planned long-term planning workshop tentatively scheduled for July 15th.
- Mr. Davidson gave the Board an update on the flood damage to Running Creek Trail.
- Discussion on the process and time that is underway to repair the damaged trail.
- Mr. Davidson informed the Board that due to the trail damage, the Mainstreet Board's 5k race would need to be rerouted.



- Trustee Ternus said she attended the last Friday Night Market at the alternate location. Trustee Ternus said it went very well and appreciated staff for coming up with a backup plan.
- Town Attorney Corey Hoffmann let the Board know that there will be a good deal of new legislation coming in the near future.
- Public Works Director Mike DeVol will be working with the state on mitigation of the trail and the park damage due to flooding.
- Mr. DeVol let the Board know that the new Denver Well is online and going into the Town's system.
- Mr. DeVol stated that the contractors are working on grading and getting the water away from the lift station.
- Mr. DeVol updated the Board on sidewalk repairs that have been made along Main Street.
- Trustee Einspahr discussed driveways that have washed into Town streets due to flooding.
- Community Development Director Zach Higgins provided the Board with an update on Planning Commission training.
- Mr. Higgins discussed a presentation the Elizabeth School District made to the Planning Commission in reference to the new auto shop building being built at the High School.
- Mr. Higgins attended a meeting at Frontier High School with the school staff and DOLA representatives.
- Mr. Higgins stated that Main Street Station is moving forward.
- Mr. Higgins said that Pine Ridge Crossing is working on applying for permits on the 4th apartment building.
- Mr. Higgins stated that the Main Street Board and the Historic Board will be attending a number of Friday Night Markets to meet people and get information out.
- Mr. Higgins said there was an open house Main Street meeting held to discuss the design of a new sign.
- Police Chief Jeff Engel stated that Sergeant Bigler and Officer Lamas are in Crisis Intervention training the week.
- Chief Engel told the Board that the Police Department had a successful training with Janet McCracken and Nick Mets.



- Chief Engel let the Board know that the new tasers and ballistic shields will be in and distributed this week.
- Chief Engel informed the Board that interviews for a new SRO will be held on July 18th.
- Chief Engel told the Board that speeds on High Point Trail have reduced.
- Trustee Einspahr discussed needed repairs to the Police Department building.
- Town Clerk Michelle Oeser reminded Board members about the Community and Senior Action Center final open house scheduled for June 28th.
- Ms. Oeser let the Board know that Mr. Davidson, Trustee Payne, and herself would be attending the Castle Rock Senior Expo and have a booth for the Town.
- Ms. Oeser went through the staff years of service recognitions.

BOARD OF TRUSTEE REPORTS

- Trustee Einspahr would like staff to move forward with recognizing Aimee Woodall for her contribution and work for the Bank Building being placed on the National Historic Registry.

MINUTES

8. Minutes of the Planning Commission meeting of May 2, 2023
9. Minutes of the Main Street Board of Directors meeting of May 8, 2023

ADJOURNMENT

Motion by Trustee Einspahr, seconded by Trustee McGinn, to adjourn the meeting at 8:50 p.m. The vote of those Trustees present was unanimously in favor. Motion carried.

Town Clerk Michelle Oeser

Mayor Nick Snively



TOWN OF ELIZABETH

MIKE DEVOL, PUBLIC WORKS DIRECTOR

July 11, 2023

RE: Resolution 23R27 Accepting Quote for Water Storage Tank Renovation

Mayor, Mayor Pro-Tem and Board of Trustees,

Public Works has contacted three different companies over the past year for Water Storage Tank renovations and coatings. Macguire Iron has been the only company that provides all the services needed for our Water Tanks Renovation as one company. The two remaining companies use subcontractors to provide all the needed services of renovation to maintain compliance with Colorado Department of Public Health and Environment (CDPHE). Maguire Iron will place the Town on their schedule and hold the pricing quoted until completion of the project, no matter the rising costs that we are seeing throughout the construction industry.

Attached:

Resolution 23R27 Water Storage Tank Rehabilitation

Thank you,

Mike DeVol
Town of Elizabeth
Public Works Director
GCWWTP Operations
mdevol@townofelizabeth.org
303-419-5631/303-913-6453

RESOLUTION 23R27

A RESOLUTION APPROVING A TRADE CONTRACTOR AGREEMENT FOR SERVICES WITH MAGUIRE IRON INC. OF SIOUX FALLS SD FOR THE PURPOSES OF SCHEDULING AND PRICE HOLDING

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

The Trade Contractor Agreement with Maguire Iron Inc. of Sioux Falls SD for the purpose of scheduling and price cost freeze for year 2024 and 2025 not-to-exceed \$630,000.00, attached hereto, is hereby approved and the Mayor is authorized to execute same on behalf of the Town.

PASSED, APPROVED AND ADOPTED this 11th day of July, 2023 by the Board of Trustees of the Town of Elizabeth, Colorado, on the first and final reading by a vote of _____ for and _____ against.

Nick Snively, Mayor

ATTEST:

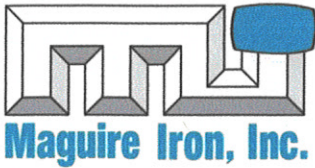
Michelle M. Oeser, Town Clerk

Town of Elizabeth, CO

Work and Fee Schedule

Schedule A

| | 2024 | 2025 |
|--|---------------------------------------|---------------------------------------|
| 1,000,000 Gallon Ground Storage Water Tank | No Service | Interior Renovation and Repairs |
| Annual Fee | \$0 | \$295,760 |
| 315,000 Gallon Ground Storage Water Tank | Interior Renovation and Repairs | No Service |
| Annual Fee | \$154,890 | \$19,240 |
| 250,000 Gallon Ground Storage Water Tank | Interior Renovation and Repairs | No Service |
| Annual Fee | \$160,110 | \$0 |
| Total Fees | \$315,000 | \$315,000 |



July 5, 2023

RENOVATION NOTES FOR ELIZABETH COLORADO GROUND STORAGE TANKS

1000MG – GSR 75' D x 32' H – supplemental to Interior Renovation

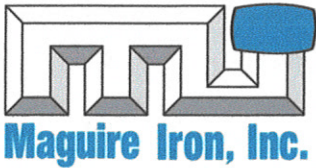
- Furnish and Install new State compliant 30" Fail Safe Steel Vent
- Furnish and Install new Gridbee model GS-12 submersible mixer unit
- Furnish and Install Mixer Conduit and Electrical wire from top of tank to near grade
 - Final connection and power by others

315MG – GSR 42' D x 32' H – supplemental to Interior Renovation

- Furnish and Install new State compliant 24" Fail Safe Steel Vent
- Furnish and Install new 24" multi-bolt manway in sidewall opposing existing
- Seal / Patch cathodic port on SW section of tank shell
- Grind off internal cathodic hooks
- Furnish and Install weir box on internal overflow
- Install 2" Coupler as directed for Transducer by others
 - Town to confirm with equipment provider as to size, type and location
 - Town to confirm with equipment provider necessity of conduit (not included at this time)
- Furnish and Install new Gridbee model GS-9 submersible mixer unit
- Furnish and Install Mixer Conduit and Electrical wire from top of tank to near grade
 - Final connection and power by others

250MG – GSR 38' D x 32' H – supplemental to Interior Renovation

- Furnish and Install new State compliant 24" Fail Safe Steel Vent
- Furnish and Install new 24" multi-bolt manway in sidewall opposing existing
- Relocate / Modify 6" Overflow
- Repair / Patch hole in SW section of sidewall
- Grind off two (2) floor tabs center of tank floor
- Furnish and install 30' of toe boards to existing roof rails for compliance
- Modify railing a roof shell access hatch to allow for full opening of hatch
- Install 2" Coupler as directed for Transducer by others
 - Town to confirm with equipment provider as to size, type and location
 - Town to confirm with equipment provider necessity of conduit (not included at this time)
- Furnish and Install new Gridbee model GS-9 submersible mixer unit
- Furnish and Install Mixer Conduit and Electrical wire from top of tank to near grade
 - Final connection and power by other



CONTRACT FOR SERVICES

This contract made and entered into this 05 day of July, 2023, by and between Elizabeth CO hereinafter called the "Owner" or "Customer" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" or "Company" for and in consideration of the mutual covenants and promises hereinafter contained.

Elizabeth Colorado GST - 250MG

WITNESSETH:

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

Interior Wet Renovation

- Contractor will abrasive blast clean the complete interior (100%) to an SSPC - SP No. 10 "Near White Metal". After abrasive blast cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
- Contractor will apply one (1) prime coat of NSF-61 approved zinc rich primer to the complete interior (100%) shall be applied to manufacturer's recommended film thickness (2.5 - 3.5 mils DFT).
- Contractor will apply one (1) additional coat of NSF-61 approved epoxy to be applied by brush and roller to all edges, weld seams and sharp angles.
- Contractor will apply one (1) intermediate coat of NSF-61 approved epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (4.0 - 6.0 mils DFT).
- Contractor will apply one (1) finish coat of NSF-61 approved epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (4.0 - 6.0 mils DFT).

Relocate 6" Overflow

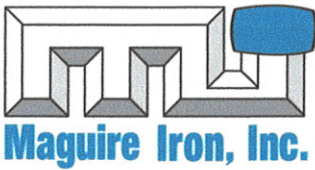
Grind Out Two (2) Floor Tabs

Install 30' (approx.) Toe Board to Roof Rails

Modify Railing at Shell-Roof Area for Roof Hatch Access

Frost Proof Vent

- Contractor will remove existing vent and furnish and install a new state compliant 24 inch fail safe steel vent with 24 inch fan-flange.



WATER TOWER EXPERTS

✉ info@maguireiron.com
📍 1610 N. Minnesota Ave
Sioux Falls, SD 57104
☎ (605) 334-9749

Riser Access

- Contractor will install new 24 inch pressure manway with davit arm.

Mixing System (GS 9)

- Contractor will furnish and install a new Gridbee model GS-9 submersible mixer unit into the interior of the potable water tank.
- Mixer will be suspended by chain from the top of the tanks roof area.
- Electrical cord will come out of the top of the tank and into a junction box. Owner will be responsible for the installing electrical power to the top of the tank if not available.

Patch Hole in SW Sidewall of Tank (Old Coupler)

Install 2" Coupler/Nipple as Directed for Transducer

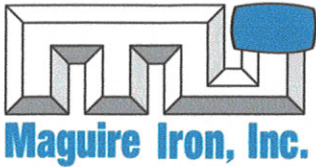
Interior Wet Disinfection Method

- Contractor will disinfect the interior of the tank as per AWWA Standard C652-02, Chlorine Method #3 prior to the owner filling the tank.
- Water samples and testing is the responsibility of the owner.

Notes:

- Latent defects exposed by the abrasive blasting of the interior coating will be brought to the owner's attention immediately. Any additional repairs will be priced and presented to the owner for approval before the commencement of any additional work.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of **\$ 160,110.00** plus applicable sales, excise, and/or use tax shall become due and payable in full.



CONTRACT FOR SERVICES

This contract made and entered into this 05 day of July, 2023, by and between Elizabeth CO hereinafter called the "Owner" or "Customer" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" or "Company" for and in consideration of the mutual covenants and promises hereinafter contained.

Elizabeth Colorado GST - 315MG

WITNESSETH:

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

Interior Wet Renovation

- Contractor will abrasive blast clean the complete interior (100%) to an SSPC - SP No. 10 "Near White Metal". After abrasive blast cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
- Contractor will apply one (1) prime coat of NSF-61 approved zinc rich primer to the complete interior (100%) shall be applied to manufacturer's recommended film thickness (2.5 - 3.5 mils DFT).
- Contractor will apply one (1) additional coat of NSF-61 approved epoxy to be applied by brush and roller to all edges, weld seams and sharp angles.
- Contractor will apply one (1) intermediate coat of NSF-61 approved epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (4.0 - 6.0 mils DFT).
- Contractor will apply one (1) finish coat of NSF-61 approved epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (4.0 - 6.0 mils DFT).

Seal Cathodic Port on Shell

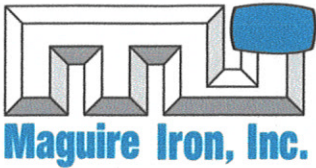
Grind Off Cathodic Hooks

Install Weir Box on Internal Overflow Pipe

Install 2" Coupler for Transducer

Frost Proof Vent

- Contractor will remove existing vent and furnish and install a new state compliant 24 inch fail safe steel vent with 24 inch fan-flange.



WATER TOWER EXPERTS

✉ info@maguireiron.com
📍 1610 N. Minnesota Ave
Sioux Falls, SD 57104
☎ (605) 334-9749

Riser Access

- Contractor will install new 24 inch pressure manway with davit arm.

Mixing System (GS 9)

- Contractor will furnish and install a new Gridbee model GS-9 submersible mixer unit into the interior of the potable water tank.
- Mixer will be suspended by chain from the top of the tanks roof area.
- Electrical cord will come out of the top of the tank and into a junction box. Owner will be responsible for the installing electrical power to the top of the tank if not available.

Interior Wet Disinfection Method

- Contractor will disinfect the interior of the tank as per AWWA Standard C652-02, Chlorine Method #3 prior to the owner filling the tank.
- Water samples and testing is the responsibility of the owner.

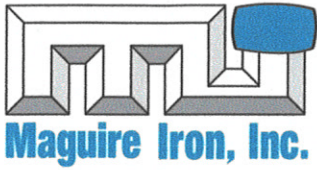
Notes:

- Latent defects exposed by the abrasive blasting of the interior coating will be brought to the owner's attention immediately. Any additional repairs will be priced and presented to the owner for approval before the commencement of any additional work.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of **See Below** plus applicable sales, excise, and/or use tax shall become due and payable in full.

Terms: Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1½% per month (annual rate of 18%) will be charged on past due accounts. During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage. Contractor will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner. Contractor may apply a temporary surcharge to amounts otherwise payable under this Agreement to reflect significant cost increases for materials, supplies, and/or fuel during high inflationary periods. Owner and the authorized agents signing this contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State. Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. **This is included in the contract amount.**

The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination.



WATER TOWER EXPERTS

info@maguireiron.com
1610 N. Minnesota Ave
Sioux Falls, SD 57104
(605) 334-9749

HAZARDOUS MATERIAL DISCLAIMER: *In the event that hazardous materials are on the water tank and this information is not addressed in the specification or made known to Maguire Iron, Inc. prior to the price or bid being supplied by Maguire Iron, Inc., any additional means of hazardous material abatement or disposal costs will be born upon the Owner.*

This constitutes the entire contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.

IN WITNESS WHEREOF, we have set our hands and seals the day and year above written.

Owner: Elizabeth CO

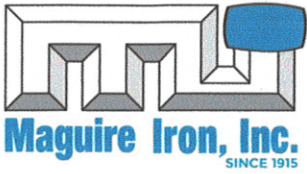
By:
(Name) (Title)

By:
(Name) (Title)

MAGUIRE IRON, INC.

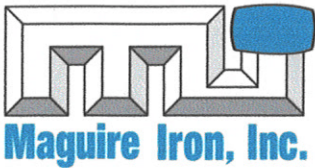
By: Chuck Graber 07/05/2023
(Authorized Agent) (Date)

Date Accepted: _____
Upon acceptance, please provide two (2) signatures and date the agreement.



Schedule A: Cost Schedule

| Elizabeth CO GST/STP/PT 332 | | |
|-----------------------------|---|--------------|
| Year | Service | Annual Spend |
| Year: 1 | Paint - Interior Wet Steelwork Repairs | \$154,890.00 |
| Year: 2 | No Service | \$19,240.00 |



CONTRACT FOR SERVICES

This contract made and entered into this 05 day of July, 2023, by and between Elizabeth CO hereinafter called the "Owner" or "Customer" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" or "Company" for and in consideration of the mutual covenants and promises hereinafter contained.

Elizabeth Colorado GST - 1000MG / Interior Paint / New Vent

WITNESSETH:

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

Interior Wet Renovation

- Contractor will abrasive blast clean the complete interior (100%) to an SSPC - SP No. 10 "Near White Metal". After abrasive blast cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
- Contractor will apply one (1) prime coat of NSF-61 approved zinc rich primer to the complete interior (100%) shall be applied to manufacturer's recommended film thickness (2.5 - 3.5 mils DFT).
- Contractor will apply one (1) additional coat of NSF-61 approved epoxy to be applied by brush and roller to all edges, weld seams and sharp angles.
- Contractor will apply one (1) intermediate coat of NSF-61 approved epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (4.0 - 6.0 mils DFT).
- Contractor will apply one (1) finish coat of NSF-61 approved epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (4.0 - 6.0 mils DFT).

Frost Proof Vent

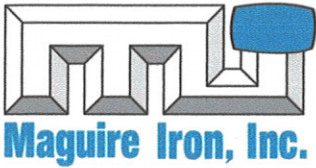
- Contractor will remove existing vent and furnish and install a new state compliant 30 inch fail safe steel vent.

Mixing System (GS12)

- Contractor will furnish and install a new Gridbee model GS-12 submersible mixer unit into the interior of the potable water tank.
- Mixer will be suspended by chain from the top of the tanks roof area.
- Electrical cord will come out of the top of the tank and into a junction box. Owner will be responsible for the installing electrical power to the top of the tank if not available.

Interior Wet Disinfection Method

- Contractor will disinfect the interior of the tank as per AWWA Standard C652-02, Chlorine Method #3 prior to the owner filling the tank.
- Water samples and testing is the responsibility of the owner.



WATER TOWER EXPERTS

✉ info@maguireiron.com
📍 1610 N. Minnesota Ave
Sioux Falls, SD 57104
☎ (605) 334-9749

Notes:

- Latent defects exposed by the abrasive blasting of the interior coating will be brought to the owner's attention immediately. Any additional repairs will be priced and presented to the owner for approval before the commencement of any additional work.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of **See Below** plus applicable sales, excise, and/or use tax shall become due and payable in full.

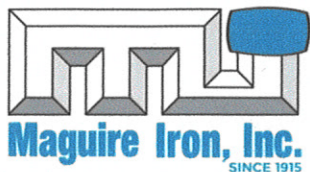
Terms: Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1½% per month (annual rate of 18%) will be charged on past due accounts. During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage. Contractor will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner. Contractor may apply a temporary surcharge to amounts otherwise payable under this Agreement to reflect significant cost increases for materials, supplies, and/or fuel during high inflationary periods. Owner and the authorized agents signing this contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State. Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. **This is included in the contract amount.**

The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination.

HAZARDOUS MATERIAL DISCLAIMER: *In the event that hazardous materials are on the water tank and this information is not addressed in the specification or made known to Maguire Iron, Inc. prior to the price or bid being supplied by Maguire Iron, Inc., any additional means of hazardous material abatement or disposal costs will be born upon the Owner.*

This constitutes the entire contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.

IN WITNESS WHEREOF, we have set our hands and seals the day and year above written.



WATER TOWER EXPERTS



info@maguireiron.com
1610 N. Minnesota Ave
Sioux Falls, SD 57104
(605) 334-9749

Schedule A: Cost Schedule

| Elizabeth CO GST/STP/PT 1058 | | |
|------------------------------|------------|--------------|
| Year | Service | Annual Spend |
| Year: 1 | No Service | \$0.00 |



TOWN OF ELIZABETH

OFFICE OF THE TOWN CLERK

TO: Honorable Mayor and Board of Trustees
FROM: Michelle M. Oeser, Town Clerk
DATE: July 10, 2023
SUBJECT: Resolution setting the Ballot content

SUMMARY:

Resolution 23R28 is a resolution setting the ballot which purpose is to consider the recall of Trustee Ternus. Once ballot language is set the Clerk will start the process for ballots to be mailed out to all registered voters within Elizabeth proper.

RECOMMENDATION:

Staff recommends approval of Resolution 23R28, a Resolution setting the ballot content for the September 5, 2023, Special Election.

ATTACHMENT:

Resolution 23R28

RESOLUTION 23R28

A RESOLUTION SETTING THE BALLOT CONTENT FOR THE SEPTEMBER 5, 2023 SPECIAL ELECTION AND RATIFYING THE CANDIDATE NOMINATION PETITION DEADLINE

WHEREAS, by Resolution 23R25, adopted on June 13, 2023, the Town called a special election to be held as a mail ballot election for purposes of considering the recall of Trustee Ternus;

WHEREAS, Resolution 23R25 stated that nominating petitions for candidates seeking to replace Trustee Ternus, if recalled, would need be filed with the Town no later than July 21, 2023, and, as a practical matter, a July deadline would not accommodate ballot printing and other election preparations;

WHEREAS, consistent with C.R.S. § 31-4-504(4)(b), which requires at least ten (10) days to circulate nomination petitions, and as stated in the Town's election materials, signed nominating petitions for candidates seeking to replace Trustee Ternus, if recalled, were due to the Town no later than June 26, 2023;

WHEREAS, no nomination petitions were picked up for circulation and none were returned to the Town; and

WHEREAS, the Board of Trustees must now set the ballot content for the special election.

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

Section 1. The ballot shall contain the reasons set forth in the petition for demanding Trustee Ternus' recall, followed by Trustee Ternus' justification for her actions in office. After these statements, the ballot shall ask: "***Shall Angela Ternus be recalled from the office of Trustee of the Town of Elizabeth?***" Following this question shall be the words "yes" and "no" on separate lines with a blank space at the right where a voter may indicate his or her vote.

Section 2. The Board of Trustees ratifies the nomination petition deadline of June 26, 2023.

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

Nick Snively, Mayor

ATTEST

Michelle M. Oeser, Town Clerk

OFFICIAL BALLOT
TOWN OF ELIZABETH, COLORADO
SPECIAL ELECTION
TUESDAY, September 5, 2023

WARNING

Any person who, by use of force or other means, unduly influences an eligible elector to vote in any particular manner or to refrain from voting, or who falsely makes, alters, forges, or counterfeits any mail ballot before or after it has been cast, or who destroys, defaces, mutilates, or tampers with a ballot is subject, upon conviction, to imprisonment, or to a fine, or both.

INSTRUCTION: Mark your choice by an "X" in one box

REASONS SET FORTH IN THE PETITION DEMANDING THE RECALL OF TRUSTEE ANGELA TERNUS

Grounds for Recall:

Trustee Ternus doesn't seem to understand the concept of servant leadership, and because of that she has even been demoted from her previous leadership position by fellow members of the Elizabeth Board of Trustees.

Consider these things and decide if Trustee Ternus should still hold her seat:

Trustee Ternus has been a rubber stamp when it comes to pleasing developers with reckless annexations and approvals for anything that big money wants. Meanwhile, the townspeople of Elizabeth either suffer or give up and move.

Trustee Ternus has a history of seeking to rid the ownership of horses within the town limits of Elizabeth.

Trustee Ternus was the Mayor Pro-Tem for many years. She lost that Board appointed position this past election cycle - showing that the Board has lost faith, trust, and respect in her, due to her actions.

REBUTTAL STATEMENT – ANGELA TERNUS, TRUSTEE

I'm asking you to vote "no" on this recall effort. I've served this community over 7 years. I've spent countless hours attending meetings, classes, and learning all I can about the responsibilities of my office. I've also spent many hours doing research on topics, policies, laws, and ideas that affect our community. My goal has always been to make the best decisions I can on every item that comes before me.

My background is accounting. I understand finance and carefully review each contract that comes before me. I strive to make the best financial decisions for our citizens and the operation of our Town. This recall is a waste of taxpayer dollars.

Contrary to the recall petition, I wasn't "demoted" because I don't understand "servant leadership." A new Mayor was chosen and, as is customary, he chose his Mayor Pro Tem. He wanted to give a different voice more opportunity to be heard and unify the Board. The "Grounds for Recall" was manufactured by a Douglas County resident who drafted the petition. He didn't speak with the Mayor, or other members of the Board, about this statement. This recall is a personal vendetta against me, because I have highlighted "mis-truths" in his efforts to control the destiny of the Town.

I'm one member of the board, therefore I cannot single handedly vote "in" development. I carefully review every application for development to determine if it's good for the Town, both aesthetically and financially. I've voted against development that wouldn't have added positively to our Town.

I give back to my community with both my time and money. I've helped with food drives, worked at Town cleanup day, cleaned up trash along the highway, spoken at EHS Honor Society Induction, helped with Wine in the Pines and the Student Police Academy.

SHALL ANGELA TERNUS BE RECALLED FROM THE OFFICE OF TRUSTEE OF THE TOWN OF ELIZABETH?

YES

NO

**OFFICIAL BALLOT FOR
TOWN OF ELIZABETH, COLORADO
SPECIAL MUNICIPAL ELECTION
SEPTEMBER 5, 2023**

Signature of Michelle M. Oeser,
Town Clerk



TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor, Mayor Pro Tem, and Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: July 11, 2023
SUBJECT: Contract for Tree Clean Up and Disposal – Post Flooding of Running Creek

BACKGROUND

Over the last several weeks the region has experienced consistent and damaging weather, resulting to severe damage to the trail system associated with Running Creek Park. The Town has submitted a claim to CIRSA to assist in the financial burdens of post-flooding cleanup. The policy limits for the Town is \$50,000 towards cleanup of damaged trees, fences, and related structures.

N&D Tree & Crane Service is an organization previously used by the Town for tree service and is willing and able to assist in the necessary cleanup. The flat rate charged is reasonable for the nature and extent of services sought, including the use of heavy equipment and the disposal of all refuse. The proposed contract is in the amount of thirty thousand dollars (\$30,000) which is reasonable for the nature and extent of the work sought.

ANALYSIS

While the expenditure of insurance proceeds is within the role of the Administrator, the amount of the contract with N&D Tree & Crane Service exceeds the Administrator's authority under the Town's Financial Policies. As such, a resolution is presented which allows for the Mayor and the Administrator to engage in the contractual obligations with N&D Tree Service, subject to the Board's authorization, and a contract amount not to exceed thirty thousand dollars (\$30,000).

STAFF RECOMMENDATION

The Staff recommends the contract be entered into once finalized by N&D Tree & Crane Service and authorized by the Board of Trustees.

BUDGET CONSIDERATIONS

As this expenditure is tied directly to the reimbursement by CIRSA, and is not an expenditure from the 2023 budget, there is no direct budget considerations.

ATTACHMENTS

Short Form Contract with N&D Tree & Crane Service for Clean Up
Exhibit A to the Short Form Contract

RESOLUTION 23R29

A RESOLUTION AUTHORIZING THE MAYOR AND TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH N&D TREE & CRANE SERVICE FOR CLEAN-UP ON RUNNING CREEK TRAIL

1. The Town of Elizabeth seeks to employ N&D Tree & Crane Service to assist in post-flooding cleanup efforts associated with Running Creek Park and the Town's trail North of Highway 86.
2. The Town's pooled coverage provider, CIRSA, will authorize clean-up reimbursement of up to \$50,000 under the Town's policy limits.
3. N&D Tree & Crane Service is willing and able to undertake the requisite clean-up duties, subject to the Town's reimbursement of expenses associated with the cleanup to be paid by CIRSA.
4. While the expenditure of insurance proceeds does not necessarily require the Board's prior approval, the amount contracted for with N&D Tree & Crane Service will exceed the spending and contract authority of the Town Administrator.

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

- a. The Mayor and Town Administrator are hereby authorized to enter into an appropriate agreement with N&D Tree & Crane Service to assist in post-flooding cleanup efforts, as may be reimbursed by CIRSA, in an amount not to exceed thirty-thousand dollars (\$30,000).

PASSED, APPROVED, and ADOPTED this 11th day of July 2023, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Nick Snively, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk

TRADE CONTRACTOR AGREEMENT

THIS AGREEMENT is made this 3 day of JULY , 2023 between the Town of Elizabeth, Colorado (the “Town”) and N&D Tree Service _____ (“Contractor”).

In consideration of the mutual covenants, agreements, conditions and undertakings hereinafter specified, the Town and Contractor agree as follows:

Section 1. Scope of Work. Contractor shall perform all work in accordance with **Exhibit A**, which is attached hereto and incorporated by this reference, including furnishing all supervision, labor, equipment, and materials therefor (the “Project”).

Section 2. Contract Documents. The Contract Documents, which comprise the entire agreement and contract between the Town and Contractor, consist of this Agreement and Exhibit A; any special conditions measurement and payment technical specifications and drawings; and any modifications, change orders or other such revisions properly authorized after the execution of this Agreement.

Section 3. Agreement Price. The Town has appropriated the money necessary to fund this project. The Town shall pay the Trade Contractor in current funds for the performance of the work, subject to any additions and deletions, by written change order, the total sum not to exceed Thirty Thousand dollars and Zero Cents (\$ 30,000.00) (the “Original Contract Amount”). Notwithstanding anything to the contrary contained in this Agreement, no change order or other form of directive by the Town requiring additional compensable work to be performed, which causes the aggregate amount payable under this Agreement, to exceed the amount appropriated for the Original Contract Amount, unless the Trade Contractor is given written assurance by the Town that lawful appropriations have been made by the Town to cover the cost of the additional work.

Section 4. Times and Methods of Payment.

a. Progress payments shall be made in proportion to services rendered and shall be due and owing within thirty (30) days of Contractor’s submittal of his monthly invoice. Contractor shall submit invoices prior to the twenty-fourth (24th) day of each month for payment the following month. Payment of any invoice that is received after the twenty-fourth (24th) day of each month may be delayed up to a period of sixty (60) days. If the Town objects to any invoices submitted by Contractor, the Town will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice.

b. If the Town fails to make payments due Contractor within sixty (60) days after receipt

and acceptance of Contractor's bill, Contractor may, after giving seven (7) days written notice to the Town, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

Section 5. Retainage. An amount equal to ten percent (10%) of all progress payments shall be retained by the Town until the Project is completed satisfactorily and finally accepted by the Town at the conclusion of the warranty period.

Section 6. Final Payment. The Town shall make final payment to Contractor when the Project is complete and finally accepted by the Town, which final acceptance shall occur at the conclusion of the warranty period.

Section 7. Probationary and Final Acceptance. Probationary acceptance of the Project shall follow inspection and approval of Contractor's performance by the Town, along with inspection by appropriate governmental officials pursuant to local, state and federal requirements, if necessary. The Town shall have the right and authority to determine the acceptability of Contractor's performance for conformity with this Agreement, which determination shall be conclusive and binding upon Contractor. Upon such a determination, the Town shall accept the Project on a probationary basis. Final acceptance by the Town shall then occur upon the termination of the Warranty Period and the completion of punch list items, if any. Final acceptance shall be subject to the provisions of this Contract and Colo. Rev. Stat. Section 38-26-107, as amended, and in no manner affects or releases any warranties or guarantees with Contractor or manufacturers of Project equipment.

The Project, when presented to the Town for final acceptance, shall be delivered free from any and all claims or encumbrances whether then in existence or later established by law, statute, ordinance or otherwise. No claim or encumbrance against the Project or the Project site shall be outstanding or otherwise unsettled at the time of final acceptance. The right to assert any claim or encumbrance against the Project, after final acceptance by the Town and final payment to Contractor, is hereby waived by Contractor on behalf of itself and any subcontractor, laborer, materialman, equipment supplier, manufacturer or other person.

Section 8. Commencement and Completion of Performance. The services called for shall commence on July of 2023 and end on August of 2023. Contractor shall commence any work requested by the Town within ten (10) days of notification by the Town. In the event Contractor fails to commence work within this time period, the Town may take over the work and prosecute the same to completion. The date of beginning and the time for completion of the work are essential conditions of this Agreement. Contractor shall proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed by and between the Town and Contractor that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work

during the period such work is to be performed. If Contractor shall fail to complete the work within the contract time, or extension of time granted by the Town, then Contractor shall pay to the Town the amount of liquidated damages and not as penalty the sum of * dollars (\$*) for each calendar day that Contractor shall be in default after *. The Town will charge Contractor, and may deduct from the partial and final payment for the work, all architectural, engineering and construction management expenses incurred by the Town in connection with any work accomplished after the specified completion date.

Contractor will not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and Contractor has promptly given written notice of such delay to the Town:

- a. to any preference, priority or allocation order duly issued by the Town; and
- b. to unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to, unforeseen conditions, acts of God or of the public enemy, acts of the Town, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

Section 9. Termination.

a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided, that no such termination may be effected unless the other party is given:

- i. not less than ten (10) calendar days written notice of intent to terminate, and
- ii. an opportunity for consultation with the terminating party prior to termination.

b. This Agreement may be terminated in whole or in part in writing by the Town for its convenience.

c. Upon receipt of a termination action pursuant to paragraphs a. and b. above, Contractor shall promptly discontinue all services affected (unless the notice directs otherwise) and the Town may take over the work and prosecute the same to completion by agreement with another party or otherwise.

Section 10. Taxes, Licenses, Permits and Regulations. In all operations connected with the

Project, Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary for completion of the Project, paying all fees therefor unless otherwise specified by the Town. The Town shall assist Contractor to determine which licenses and permits are required for completion of the Project.

The Town is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the Town is exempt shall not be included in the Agreement Price. The Town shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an exemption certificate and purchase the materials tax free. Pursuant to C.R.S. §39-26-114(1)(a)(XIX), Contractor and subcontractors shall be liable to the State of Colorado for exempt taxes paid due to failure to apply for exemption certificates or for failure to use said certificates. Contractor shall comply with all laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the performance of work on the Project and, particularly, in complying with those laws concerning the environment, workers' compensation, safety and health, state labor and materials, and equal employment opportunity.

Section 11. Insurance.

The Trade Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands, and other obligations assumed by the Trade Contractor pursuant to Section 1 above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Trade Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 1 above, by reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

The Trade Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Trade Contractor pursuant to Section 1 above. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

Worker's Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of the work under this contract, and Employers Liability Insurance with minimum limits of five hundred, thousand dollars (\$500,000) each accident, five hundred, thousand dollars (\$500,000) disease-policy limit, and five hundred, thousand dollars (\$500,000) disease-each employee.

General Public Liability Insurance to be written with a limit of liability of not less than one

million dollars (\$1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, sustained by any one person and not less than one million, five hundred, thousand dollars (\$1,500,000) for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by two or more persons in any one accident. This policy shall also include coverage for blanket contractual and independent contractor risks.

The limits of General Public Liability Insurance for broad form property damage (including products and completed operations) shall be not less than one million dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one accident and not less than one million, five hundred, thousand dollars (\$1,500,000) for all damages arising out of injury to, or destruction of property, including the Town's property during the policy period.

The General Public Liability Insurance policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

Protective Liability and Property Damage insurance covering the liability of the Town, including any employee, officer or agent of the Town with respect to all operations under the Contract by the Trade Contractor or his sub-contractors shall be obtained and maintained during the life of the contract. The limits of the Town's Protective Liability Policy, to be provided by the Trade Contractor, as described in this Section 2, shall be increased to the same limits as described above for the Trade Contractor's General Public Liability Insurance.

Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate with respect to each of the Trade Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Trade Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Trade Contractor providing services to the Town under this contract.

All Insurance Policies and Certificates of Insurance issued for this project shall name as additional insured(s), the Town, whether private or governmental, the Town's officers and employees, and the Engineer and its agents and employees, and any other person(s), company(ies), or entity(ies) deemed necessary by the Town. The Trade Contractor shall be solely responsible for any deductible losses under any policy required herein.

The insurance provided by the Trade Contractor shall be primary to insurance carried by the Town, the Engineer, and all other additional insureds, and the principal defense of any claims resulting from the Trade Contractor's obligations under the Contract shall rest with the Trade Contractor's Insurer.

The certificate of insurance provided by the Trade Contractor shall be completed by the Trade Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the contract. No other form of certificate shall be used. The certificate shall identify this Contract and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The completed certificate of insurance shall be sent to:

Michelle Oeser
Town of Elizabeth
Box 159
151 South Banner Street
Elizabeth, Colorado 80107

Failure on the part of the Trade Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate this contract, or at its discretion the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by the Trade Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to the Trade Contractor from the Town.

The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

Section 12. Warranties and Guarantees. Contractor hereby represents, warrants and guarantees to the Town all workmanship, equipment and materials on or made a part of the Project and its structures for a period of two (2) years from and after the date of probationary acceptance of the work by the Town as provided by this Agreement.

Section 13. Indemnification. Contractor shall indemnify, defend and hold the Town, its agents, employees, engineers, and attorneys harmless from and against all claims, damages, judgments, losses and expenses of every nature, including reasonable attorney fees, arising at any time out of any act or omission of Contractor, its employees, subcontractors and their employees, and all other persons directly or indirectly involved in or performing work for Contractor on the Project.

Section 14. Subcontractors. All contracts between Contractor and subcontractors shall conform explicitly to all applicable provisions of this Agreement. Contractor shall require any subcontractors to provide the Town with a certificate of insurance which provides insurance coverage as provided by Section 11 of this Agreement. The certificate of insurance shall name the Town as an additional insured and provide that the policy shall not be terminated without ten (10) days written notice to the Town. In all events, Contractor shall be responsible and held liable for any bonding, insurance, warranties, indemnities, progress payments and completion of performance of or to such subcontractors. Upon receipt of progress and final payments from the Town, Contractor shall disburse the same immediately to subcontractors without any requirement of the Town to supervise the same. The Town may, but shall not be obligated to, require Contractor to furnish lien waivers for the work performed or materials furnished by subcontractors or materialmen prior to payment of progress payments or final payment. No contractual relationship shall exist between the Town and any subcontractor because of the subletting of any part of the Project work.

Section 15. Change Order. There shall be no increase in price or change in the scope of work described herein without a written change order issued by the Town along with the Town's written assurance that lawful appropriations have been made by the Town to cover the cost of any additional work or materials described in the change order.

Section 16. Work Rules.

a. Contractor shall perform all work hereunder in keeping with the rules and regulations that the Town may promulgate at any time for the safe, orderly, and efficient conduct of all operations.

b. The Town shall have the right to require of Contractor the immediate removal from the Project of any employee of Contractor or of his subcontractors who, in the discretion of the Town, is not qualified to perform the work assigned to him, is guilty of improper conduct, or is not working in harmony with the other trades.

c. Nothing contained in this Agreement shall constitute Contractor as being an employee of the Town, nor shall any employment relationship between the Town and Contractor be created by the terms hereof.

d. Contractor is responsible for the safety of any of its materials, tools, possessions, and rented items stored on the job site and for protection of the Project and shall hold the Town and its authorized representatives harmless from any damage or loss incurred thereto.

e. Contractor shall promptly pay in full for any and all damage caused to the Project site by Contractor or by any subcontractor or other person or entity of any nature furnishing materials, equipment, machinery, supplies, labor, skilled services, or instruments for whose actions Contractor is responsible hereunder.

f. No material, equipment, tools, supplies, or instruments other than those belonging to or leased by Contractor will be removed from the Project site by Contractor without the prior written approval of the Town.

g. Contractor agrees to report immediately to the Town, in writing, any and all property damage and/or personal injury that occurs on the Project site during the course of Contractor's performance.

Section 17. Assignment. Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the Town. The terms of this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

Section 18. Amendment. This Agreement may be amended from time to time by agreement between the parties hereto. No amendment, modification, or alteration of this Agreement shall be binding upon the parties hereto unless the same is in writing and approved by the duly authorized representatives of each party hereto.

Section 19. Severability. If any term, section, or other provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, section or other provision shall not affect any of the remaining provisions of this Agreement.

Section 20. Waiver. No waiver by either party of any right, term or condition of this Agreement shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

Section 21. Remedies. None of the remedies provided to either party under this Agreement shall be required to be exhausted or exercised as a prerequisite to resort to any further relief to which such party may then be entitled. Every obligation assumed by, or imposed upon, either party hereto shall be enforceable by any appropriate action, petition or proceeding at law or in equity. In addition to any other remedies provided by law, this Agreement shall be specifically enforceable by either party. This Agreement shall be construed in accordance with the laws of the State of Colorado, and particularly those relating to governmental contracts.

Section 22. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

Section 23. Entirety. This Agreement constitutes the entire agreement between the parties concerning the subject matter herein, and all prior negotiations, representations, contracts, understandings, or agreements pertaining to such matters are merged into, and are superseded by this

Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

TOWN OF ELIZABETH, COLORADO

By: _____
Patrick Davidson, Town Administrator

ATTEST:

Michelle M. Oeser, Town Clerk

CONTRACTOR

By: _____
Name: _____
Title: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this
_____ day of _____, 2023, by _____ as the
_____ of _____.

My commission expires: _____

(S E A L)

Notary Public

Exhibit "A"

- Work to be performed by N&D Tree Service(S)
- Flat day rate of \$4285.00
- N&D Tree Service to provide all equipment and personnel to complete work.
- Flat Day Rate to include any disposal of debris associated with work being performed.
- Initial agreement is for 7 days of work with the possibility of extension if the need arises for additional services.
- All work will pertain to the affected area known as (RCP) Running Creek Park Trail System
- Weather may determine if work can be continuous or delayed due to access to RCP.
- The main body of work is to include debris removal as well as removal of several at risk trees due to safety concerns and conditions.
- Communications between Public Works and N&D will be done on a daily basis to determine if continuous work will continue due to weather and ground conditions within the work area.
- All work performed by N&D will primarily be focused on the north side of highway 86 on the walking trail.
- N&D will submit all required insurance to the Town for liability purposes.

 7-3-2023
James McErnie

Public Works Assistant Director

N&D Tree Service



TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor, Mayor Pro Tem, and Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: July 5, 2023
SUBJECT: Resolution Declaring a Local Disaster for the Town of Elizabeth

BACKGROUND

Through the month of June 2023, the Town of Elizabeth has been subjected to severe storm events which have produced excessive amounts of rain, localized flooding, hail, damaging winds and tornados. The same is true for much of Elbert County, which has likewise had many damaging storms that caused damage. The damages in portions of Elbert County were substantial enough for the County Commissioners to issue a Disaster Declaration for Elbert County. [Elbert County Disaster Declaration, effective June 11, 2023, at 10:20pm]

On June 21, 2023, and June 22, 2023, the Town sustained considerable damage through regional rain events that caused flooding along Gold Creek and Running Creek. While the Town's vital infrastructure was undamaged through the flood event, the Running Creek trail system sustained considerable damage, including undercutting the creek bank causing a loss of trees, erosion, the loss of fences, the depositing of debris from up-stream areas, the loss of sections of the concrete trail, and damage to the pedestrian bridge.

CIRSA has been on site as part of the Town's insurance claim process. The current policy will provide reimbursement for the fences lost from the flooding and will pay up to \$50,000 for clean-up of debris and other damage. The policy will not pay for repairs to the trail system itself, other than perhaps damage done directly to the pedestrian bridge. Currently, it is expected that the Town will be solely responsible for the repair and possible replacement of sections of the trail system.

ANALYSIS

By making the disaster declaration it continues to preserve any opportunities that might exist for state or federal assistance. However, it should be noted that reimbursement or assistance is remote due to the type of damage and the nature of the damage sustained. Regardless, Town staff will pursue all options available, and this Resolution will assist in this regard.

STAFF RECOMMENDATION

Staff recommends the review and passage of the Resolution.

BUDGET CONSIDERATIONS

There are no budget consequences from declaring the local emergency.

ATTACHMENTS

Resolution 23R30, A Resolution Declaring a Local Disaster for the Town of Elizabeth Caused by Recent Storm Events

RESOLUTION 23R30

A RESOLUTION DECLARING A LOCAL DISASTER FOR THE TOWN OF ELIZABETH CAUSED BY RECENT STORM EVENTS

WHEREAS, the Town of Elizabeth and Elbert County, Colorado have experienced unprecedented storms including rain, hail, wind and tornados; and

WHEREAS, on June 11, 2023, the Elbert County Board of County Commissioners issued a document entitled Elbert County Disaster Declaration under C.R.S. 24-33.5-709 due to heaving rains causing substantial damage to road throughout Elbert County; and

WHEREAS, on June 21, 2023, and June 22, 2023, sufficient rains occurred in and around the Town of Elizabeth to cause substantial flooding for Running Creek Park and the Running Creek Park Trail System to cause substantial damage to the public lands; and

WHEREAS, upon receding of flood waters it became apparent that the public lands were damaged through the loss of sections of trail, loss of the pedestrian bridge serving the trail; loss of soil supporting the trail system, adjacent trees, Running Creek’s creek bank, and related damages; and

WHEREAS, some of the damage and associated clean-up will be covered by the Town’s membership in CIRSA, while other damages will not; and

WHEREAS, it is advisable to declare a local disaster for the Town of Elizabeth to memorialize the damage to the Town for purposes of any financial claims through CIRSA; as an opportunity to seek State and Federal relief funds; and as a means of seeking alternative funds for reconstruction and recovery.

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

1. The Town of Elizabeth declares a local disaster related to the storm events sustained during the month of June 2023 which led to widespread flooding, erosion, and related damages to lands and properties owned by the Town of Elizabeth.

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

Nick Snively, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk



TO: Honorable Mayor and Board of Trustees
FROM: Zach Higgins, AICP Community Development Director
DATE: July 11, 2023
SUBJECT: Main Street Streetscape Design Project – Block-by-Block Analysis

SUMMARY

Staff is seeking feedback regarding the attached cross-sections of Main Street. The original PSA with CORE for the Main Street Streetscape Design was approved by the Board of Trustees on 01/11/2022. The first amendment of the PSA with CORE was approved by the Board of Trustees on 11/29/2022. The Board of Trustees requested at their 04/01/2023 workshop, an add services agreement with CORE Engineering to include a conceptual design summary of the proposed streetscape project on a block-by-block basis. The second amendment to the PSA with CORE was approved by the Board of Trustees on 05/09/2023.

The attached cross-sections and plan sheets include block layouts with parallel parking on both sides of the street, parallel on one side and diagonal on the other side, as well as portions with no parking on one side and parallel on the other. A typical cross-section at the intersections is shown with the bulb-outs and drive aisles. CORE presented these layouts at the 06/27/2023 Board of Trustees meeting.

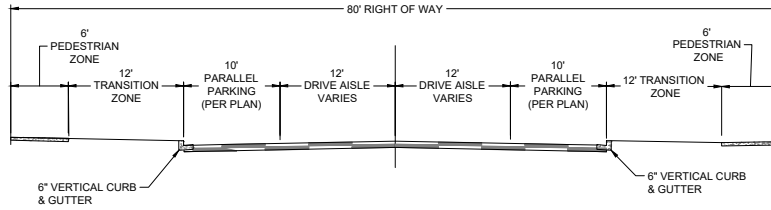
RECOMMENDATION

Town Staff recommends the Board of Trustees give further direction to Staff and CORE Engineering to move forward with the designs as presented, or to make revisions and present them at a future BOT meeting. Updated cross-sections will need to be adopted by the Board of Trustees if the direction deviates from the previously approved cross-sections.

ATTACHMENT(S)

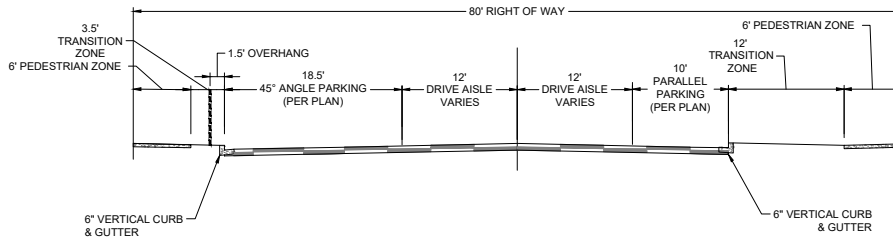
CORE Main Street Streetscape Cross-Sections

CORE Main Street Streetscape Plan Sheets



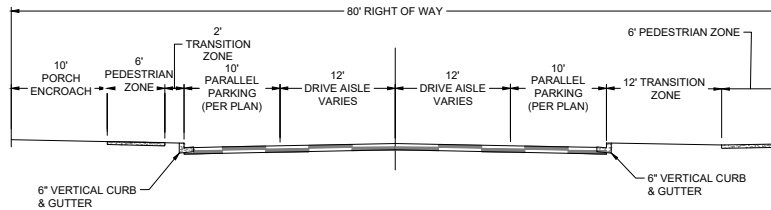
NOTE:
 1) VERTICAL WALL VARIES. PEDESTRIAN ZONE MAY BE HIGHER OR LOWER THAN ROADWAY. HANDRAIL REQUIRED FOR VERTICAL DROPS GREATER THAN 18".

BLOCK 1 FACING NORTH



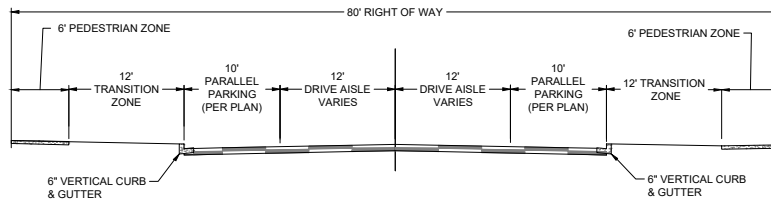
NOTE:
 1) VERTICAL WALL VARIES. PEDESTRIAN ZONE MAY BE HIGHER OR LOWER THAN ROADWAY. HANDRAIL REQUIRED FOR VERTICAL DROPS GREATER THAN 18".

BLOCK 1 FACING NORTH



NOTE:
 1) MAX SLOPE OF AMENITY ZONE IS 2% FOR PAVED SURFACES OR 25% FOR LANDSCAPED SURFACES

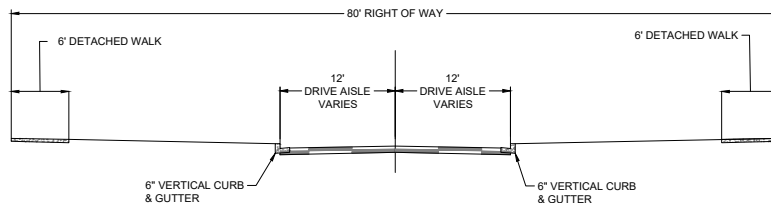
BLOCK 2 FACING NORTH



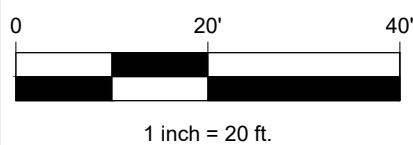
NOTE:
 1) MAX SLOPE OF AMENITY ZONE IS 2% FOR PAVED SURFACES OR 25% FOR LANDSCAPED SURFACES.

BLOCK 3 FACING NORTH

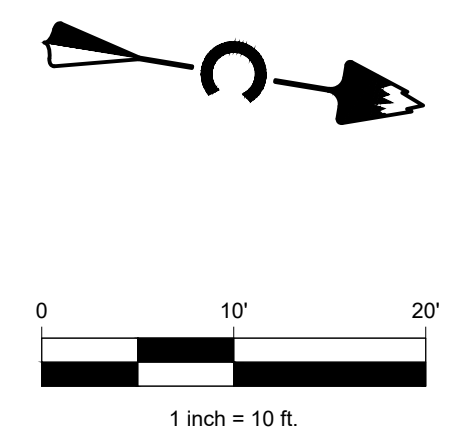
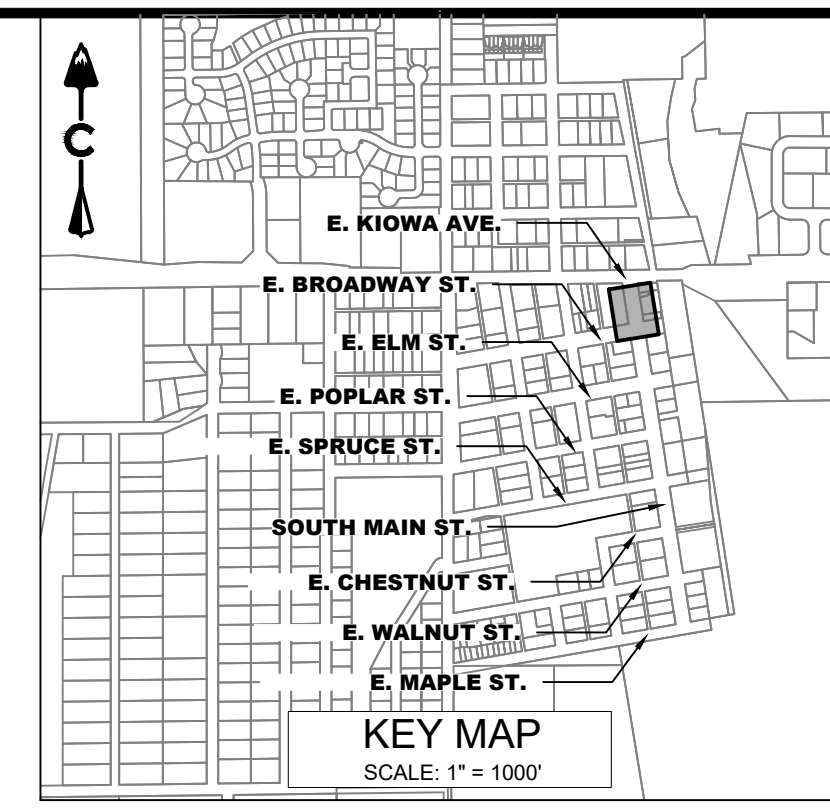
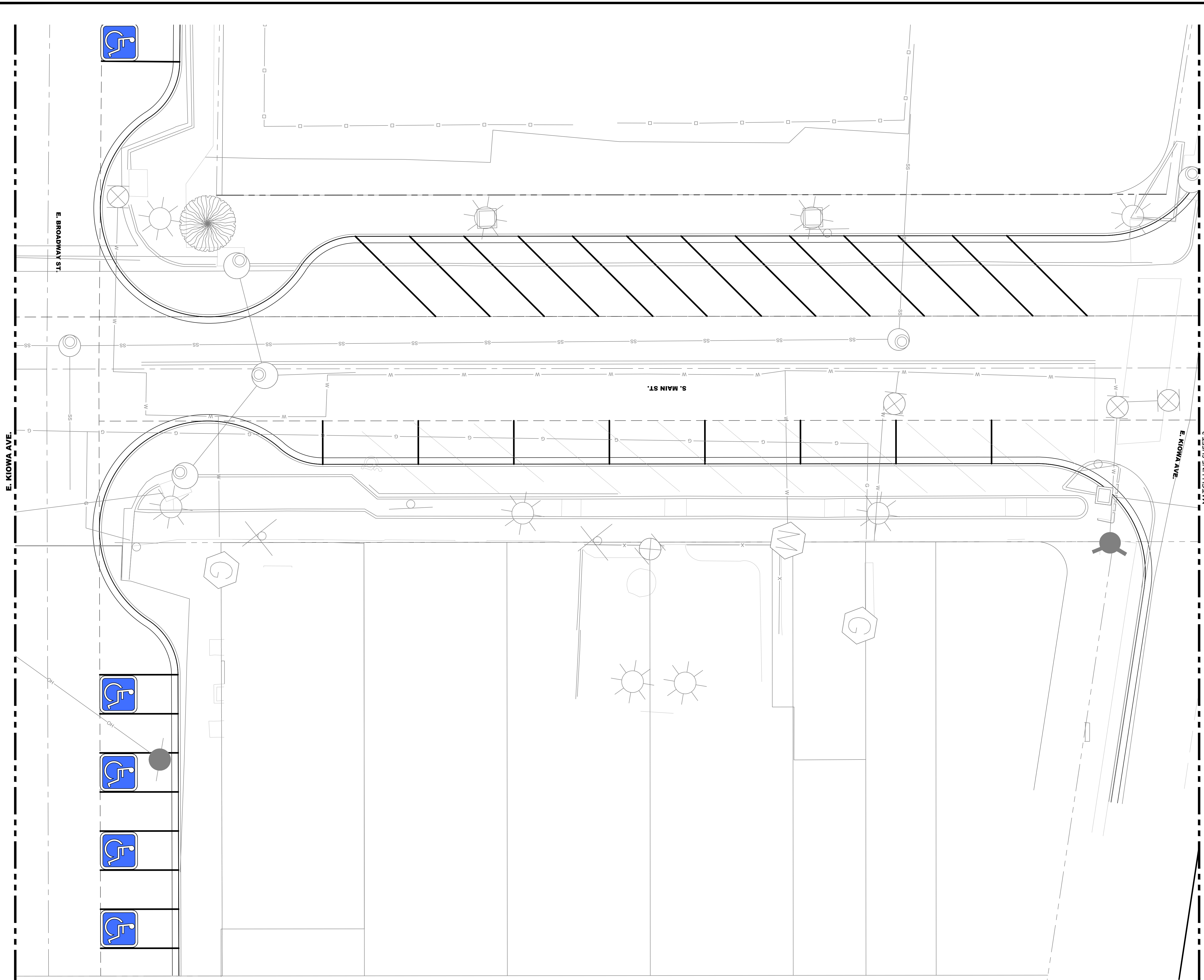
**TYPICAL SECTION MAIN STREET OPTIONS
 80' ROW**



**TYPICAL SECTION AT INTERSECTION
 MAIN STREET**



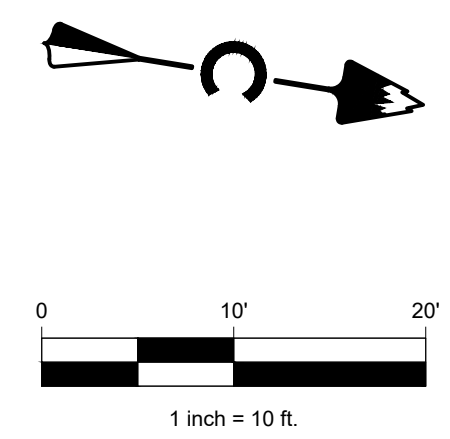
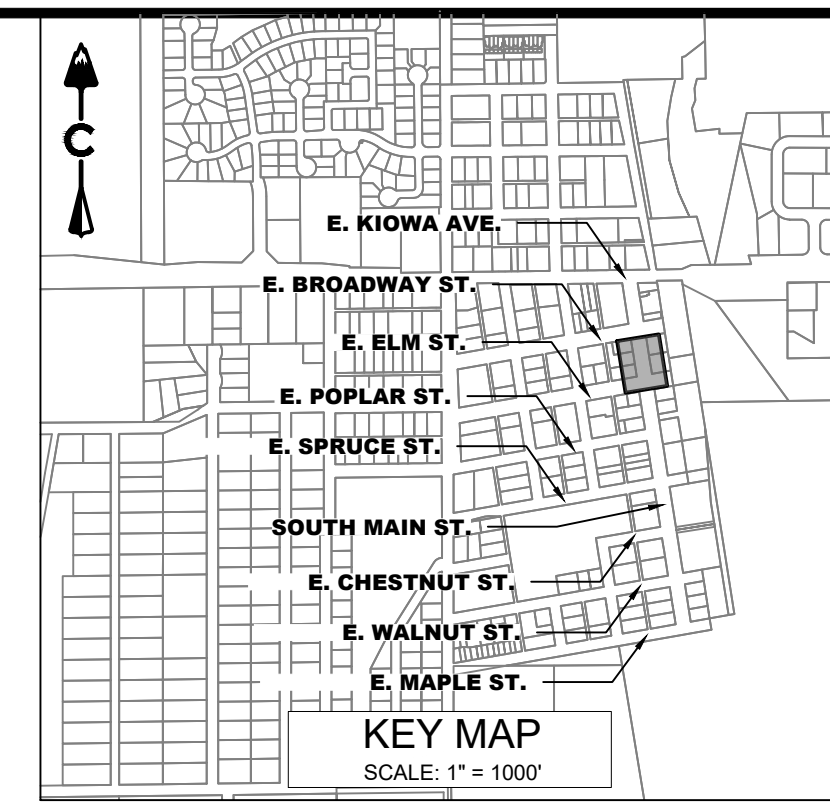
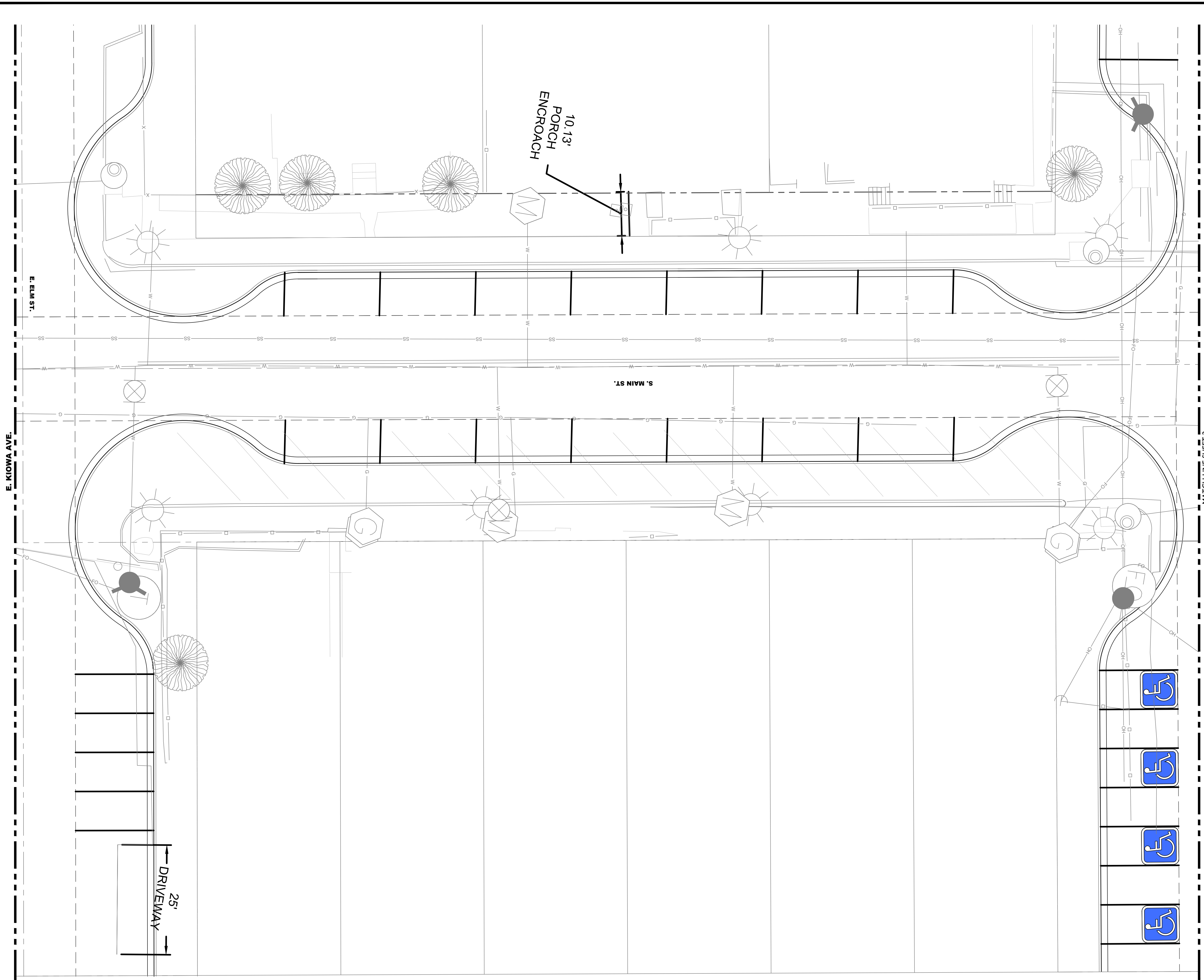
02/22/23 2:24 PM X:\10-010-000\ELIZABETH MAIN STREET STREETSCAPE\ALCAD\EXHIBITS\2023.02.20 PUBLIC MEETING CROSS-SECTION EXHIBIT\3 CROSS-SECTIONS - UPDATED PARKING.DWG



LEGEND

| | |
|--|----------------------------------|
| | EASEMENT |
| | RIGHT OF WAY (R.O.W.) |
| | CENTERLINE |
| | PROJECT BOUNDARY |
| | PROPOSED CURB & GUTTER |
| | PROPOSED IRRIGATION & STUB OUT |
| | PROPOSED STORM & STUB OUT |
| | PROPOSED SANITARY & STUB OUT |
| | PROPOSED WATER & STUB OUT |
| | EXISTING IRRIGATION & STUB OUT |
| | EXISTING STORM & STUB OUT |
| | EXISTING SANITARY & STUB OUT |
| | EXISTING WATER & STUB OUT |
| | FUTURE IRRIGATION & STUB OUT |
| | FUTURE SANITARY & STUB OUT |
| | FUTURE STORM & STUB OUT |
| | FUTURE WATER & STUB OUT |
| | IRRIGATION SERVICE |
| | SANITARY SERVICE |
| | WATER SERVICE |
| | BLOCK NUMBER |
| | STREET LIGHT POLES |
| | POWER POLES |
| | GUY WIRE |
| | SANITARY MANHOLES |
| | SANITARY CLEAN OUT |
| | WATER VALVES |
| | BEND AND THRUST BLOCK |
| | FIRE HYDRANTS |
| | WATERLINE REDUCER |
| | WATER STUB WITH BLOW OFF |
| | AIR RELEASE VALVE MH & VENT PIPE |
| | STORM MANHOLES |
| | STORM INLETS |
| | FES, FOREBAY, & TRICKLE CHANNEL |
| | OUTLET STRUCTURE |
| | CRUSHER FINES |
| | MAINTENANCE ACCESS |
| | RIPRAP |
| | EXISTING ELECTRIC |
| | EXISTING TELEPHONE |
| | EXISTING FIBER OPTIC |
| | EXISTING GAS |
| | EXISTING OVER HEAD ELECTRIC |
| | STORM UNDERDRAIN |
| | 100 YEAR FLOODPLAIN |
| | WETLAND |

| | | |
|--|--|--|
| ELIZABETH MAIN STREET ELIZABETH, CO | | STREET IMPROVEMENT 27 IMPROVEMENT PLAN - 26 IMPROVEMENT PLAN |
| NOT FOR CONSTRUCTION | | DESIGNED BY: AR DRAWN BY: SO CHECKED BY: MN |
| JOB NO. 10-010-069 | | SHEET |
| CORE CONSULTANTS, INC. 3473 S. BROADWAY DENVER, CO 80113 303.703.4444 LIVEYOURCORE.COM | | LAND DEVELOPMENT ENERGY PUBLIC INFRASTRUCTURE |



LEGEND

| | |
|-----|----------------------------------|
| --- | EASEMENT |
| --- | RIGHT OF WAY (R.O.W.) |
| --- | CENTERLINE |
| --- | PROJECT BOUNDARY |
| --- | PROPOSED CURB & GUTTER |
| --- | PROPOSED IRRIGATION & STUB OUT |
| --- | PROPOSED STORM & STUB OUT |
| --- | PROPOSED SANITARY & STUB OUT |
| --- | PROPOSED WATER & STUB OUT |
| --- | EXISTING IRRIGATION & STUB OUT |
| --- | EXISTING STORM & STUB OUT |
| --- | EXISTING SANITARY & STUB OUT |
| --- | EXISTING WATER & STUB OUT |
| --- | FUTURE IRRIGATION & STUB OUT |
| --- | FUTURE STORM & STUB OUT |
| --- | FUTURE SANITARY & STUB OUT |
| --- | FUTURE WATER & STUB OUT |
| --- | IRRIGATION SERVICE |
| --- | SANITARY SERVICE |
| --- | WATER SERVICE |
| --- | BLOCK NUMBER |
| --- | STREET LIGHT POLES |
| --- | POWER POLES |
| --- | GUY WIRE |
| --- | SANITARY MANHOLES |
| --- | SANITARY CLEAN OUT |
| --- | WATER VALVES |
| --- | BEND AND THRUST BLOCK |
| --- | FIRE HYDRANTS |
| --- | WATERLINE REDUCER |
| --- | WATER STUB WITH BLOW OFF |
| --- | AIR RELEASE VALVE MH & VENT PIPE |
| --- | STORM MANHOLES |
| --- | STORM INLETS |
| --- | FES, FOREBAY, & TRICKLE CHANNEL |
| --- | OUTLET STRUCTURE |
| --- | CRUSHER FINES |
| --- | MAINTENANCE ACCESS |
| --- | RIPRAP |
| --- | EXISTING ELECTRIC |
| --- | EXISTING TELEPHONE |
| --- | EXISTING FIBER OPTIC |
| --- | EXISTING GAS |
| --- | EXISTING OVER HEAD ELECTRIC |
| --- | STORM UNDERDRAIN |
| --- | 100 YEAR FLOODPLAIN |
| --- | WETLAND |

811
Know what's below. Call before you dig.

CORE
CORE CONSULTANTS, INC.
3473 S. BROADWAY
DENVER, CO 80113
303.703.4444
LIVE@CORE.COM

LAND DEVELOPMENT
ENERGY
PUBLIC INFRASTRUCTURE

| # | REVISION DESCRIPTION | DATE | BY |
|---|----------------------|-----------|----|
| 1 | DRAFT | 5/10/2022 | MN |
| 2 | DRAFT | 6/27/2022 | MN |
| 3 | DRAFT | 7/21/2022 | MN |

ELIZABETH MAIN STREET
ELIZABETH, CO

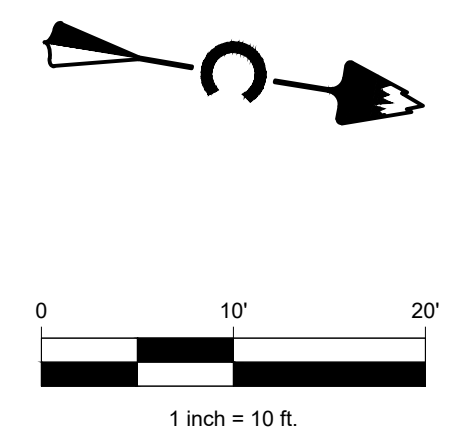
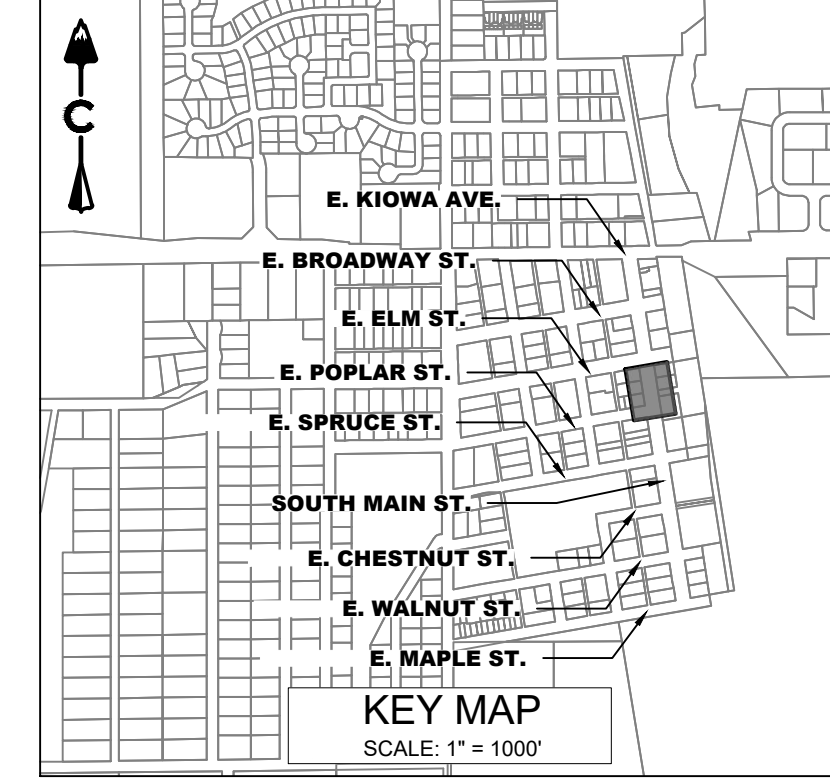
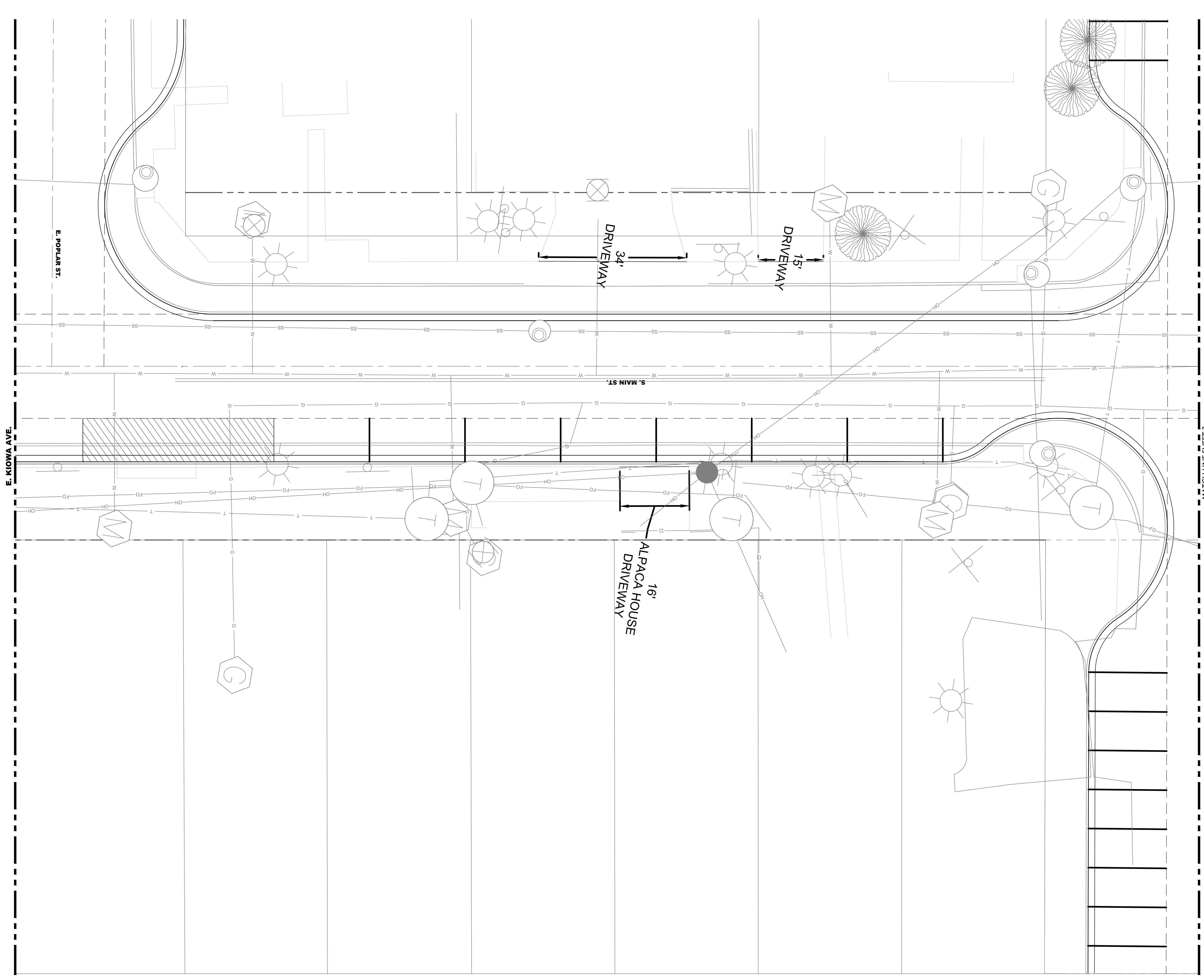
STREET IMPROVEMENT
27 IMPROVEMENT PLAN - 26 IMPROVEMENT PLAN (2)

NOT FOR CONSTRUCTION

DESIGNED BY: AR
DRAWN BY: JO
CHECKED BY: MN

JOB NO.
10-010-069

SHEET



LEGEND

| | |
|--|----------------------------------|
| | EASEMENT |
| | RIGHT OF WAY (R.O.W.) |
| | CENTERLINE |
| | PROJECT BOUNDARY |
| | PROPOSED CURB & GUTTER |
| | PROPOSED STORM & STUB OUT |
| | PROPOSED SANITARY & STUB OUT |
| | PROPOSED WATER & STUB OUT |
| | EXISTING IRRIGATION & STUB OUT |
| | EXISTING STORM & STUB OUT |
| | EXISTING SANITARY & STUB OUT |
| | EXISTING WATER & STUB OUT |
| | FUTURE IRRIGATION & STUB OUT |
| | FUTURE SANITARY & STUB OUT |
| | FUTURE STORM & STUB OUT |
| | FUTURE WATER & STUB OUT |
| | IRRIGATION SERVICE |
| | SANITARY SERVICE |
| | WATER SERVICE |
| | BLOCK NUMBER |
| | STREET LIGHT POLES |
| | POWER POLES |
| | GUY WIRE |
| | SANITARY MANHOLES |
| | SANITARY CLEAN OUT |
| | WATER VALVES |
| | BEND AND THRUST BLOCK |
| | FIRE HYDRANTS |
| | WATERLINE REDUCER |
| | WATER STUB WITH BLOW OFF |
| | AIR RELEASE VALVE MH & VENT PIPE |
| | STORM MANHOLES |
| | STORM INLETS |
| | FES, FOREBAY, & TRICKLE CHANNEL |
| | OUTLET STRUCTURE |
| | CRUSHER FINES |
| | MAINTENANCE ACCESS |
| | RIPRAP |
| | EXISTING ELECTRIC |
| | EXISTING TELEPHONE |
| | EXISTING FIBER OPTIC |
| | EXISTING GAS |
| | EXISTING OVER HEAD ELECTRIC |
| | STORM UNDERDRAIN |
| | 100 YEAR FLOODPLAIN |
| | WETLAND |

811
Know what's below. Call before you dig.

CORE
CORE CONSULTANTS, INC.
3473 S. BROADWAY
DENVER, CO 80113
303.703.4444
LIVE@OURCORE.COM

LAND DEVELOPMENT
ENERGY
PUBLIC INFRASTRUCTURE

| # | REVISION DESCRIPTION | DATE | BY |
|---|----------------------|-----------|----|
| 1 | DRAFT | 5/10/2022 | MN |
| 2 | DRAFT | 6/27/2022 | MN |
| 3 | DRAFT | 7/21/2022 | MN |

ELIZABETH MAIN STREET
ELIZABETH, CO

STREET IMPROVEMENT
27 IMPROVEMENT PLAN - 26 IMPROVEMENT PLAN (3)

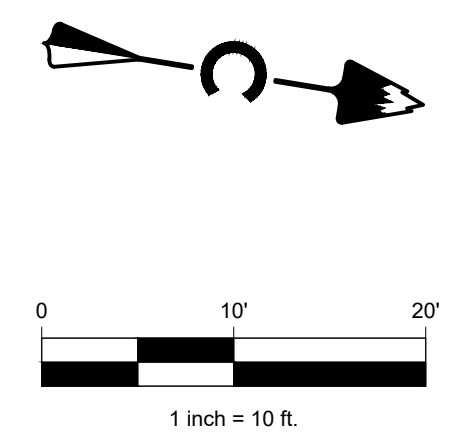
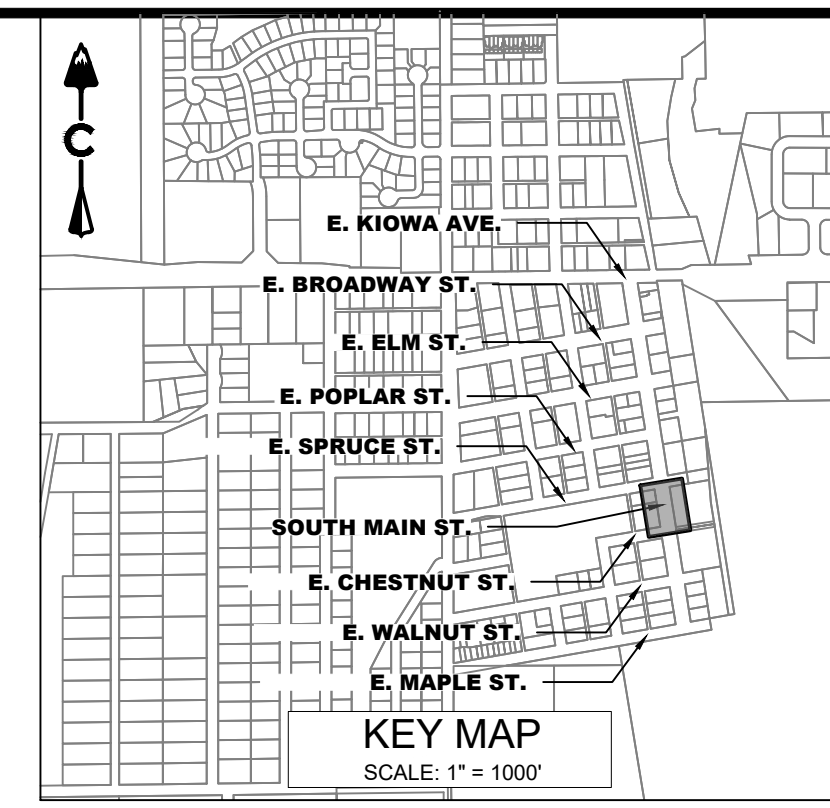
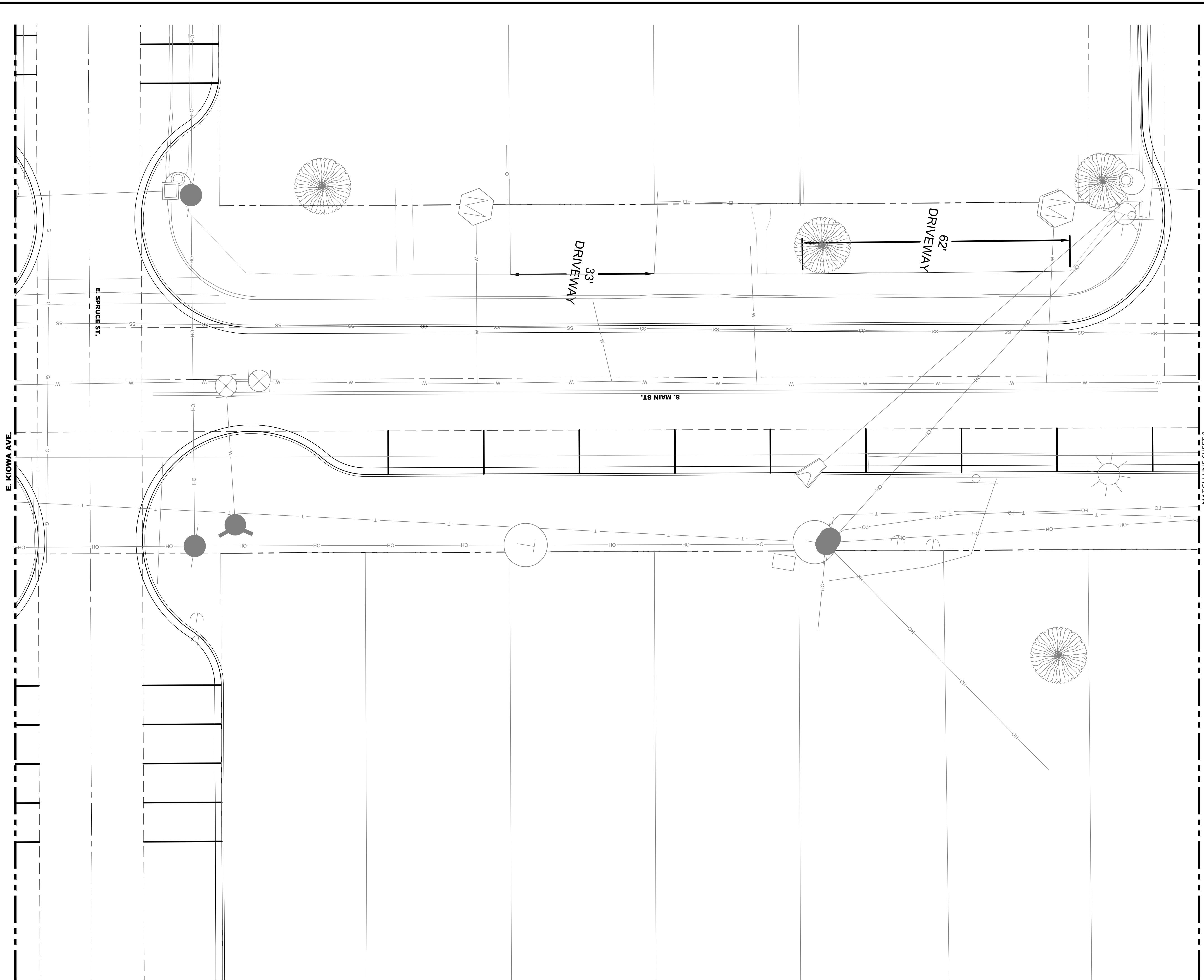
DESIGNED BY: AR
DRAWN BY: JO
CHECKED BY: MN

JOB NO.
10-010-069

SHEET

NOT FOR CONSTRUCTION

Page 50



LEGEND

| | |
|--|----------------------------------|
| | EASEMENT |
| | RIGHT OF WAY (R.O.W.) |
| | CENTERLINE |
| | PROJECT BOUNDARY |
| | PROPOSED CURB & GUTTER |
| | PROPOSED IRRIGATION & STUB OUT |
| | PROPOSED STORM & STUB OUT |
| | PROPOSED SANITARY & STUB OUT |
| | PROPOSED WATER & STUB OUT |
| | EXISTING IRRIGATION & STUB OUT |
| | EXISTING STORM & STUB OUT |
| | EXISTING SANITARY & STUB OUT |
| | EXISTING WATER & STUB OUT |
| | FUTURE IRRIGATION & STUB OUT |
| | FUTURE SANITARY & STUB OUT |
| | FUTURE STORM & STUB OUT |
| | FUTURE WATER & STUB OUT |
| | IRRIGATION SERVICE |
| | SANITARY SERVICE |
| | WATER SERVICE |
| | BLOCK NUMBER |
| | STREET LIGHT POLES |
| | POWER POLES |
| | GUY WIRE |
| | SANITARY MANHOLES |
| | SANITARY CLEAN OUT |
| | WATER VALVES |
| | BEND AND THRUST BLOCK |
| | FIRE HYDRANTS |
| | WATERLINE REDUCER |
| | WATER STUB WITH BLOW OFF |
| | AIR RELEASE VALVE MH & VENT PIPE |
| | STORM MANHOLES |
| | STORM INLETS |
| | FES, FOREBAY, & TRICKLE CHANNEL |
| | OUTLET STRUCTURE |
| | CRUSHER FINES |
| | MAINTENANCE ACCESS |
| | RIPRAP |
| | EXISTING ELECTRIC |
| | EXISTING TELEPHONE |
| | EXISTING FIBER OPTIC |
| | EXISTING GAS |
| | EXISTING OVER HEAD ELECTRIC |
| | STORM UNDERDRAIN |
| | 100 YEAR FLOODPLAIN |
| | WETLAND |

ELIZABETH MAIN STREET
ELIZABETH, CO

STREET IMPROVEMENT
27 IMPROVEMENT PLAN - 26 IMPROVEMENT PLAN (4)

DESIGNED BY: AR
DRAWN BY: JO
CHECKED BY: MN

JOB NO.
10-010-069

SHEET

NOT FOR CONSTRUCTION

Core Consultants, Inc.
3473 S. BROADWAY
DENVER, CO 80113
303.703.4444
LIVEYOURCORE.COM

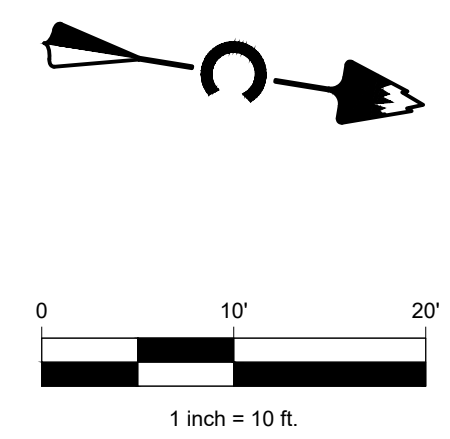
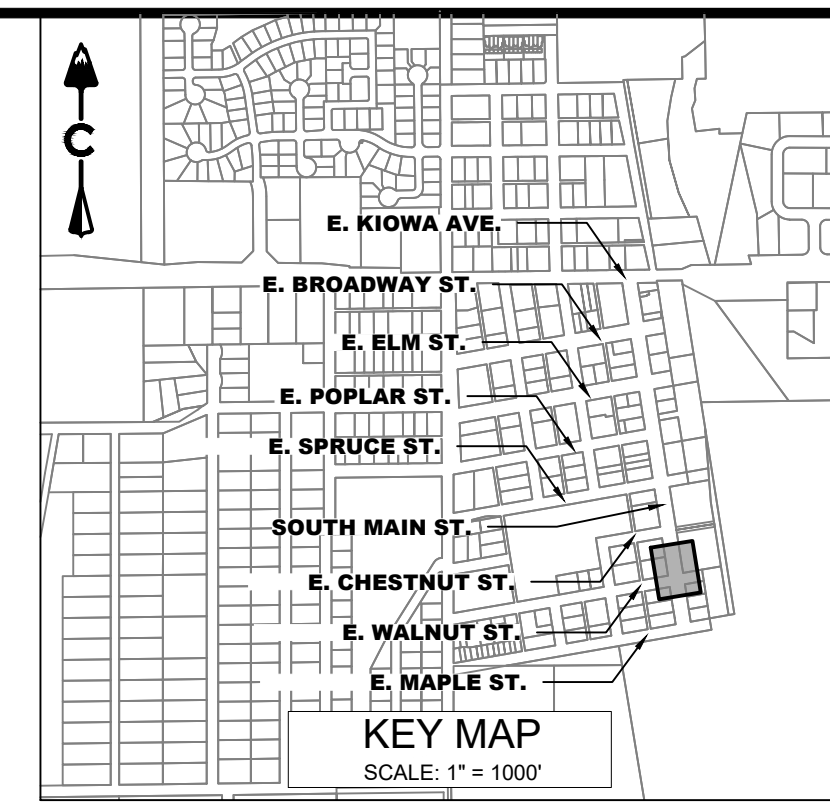
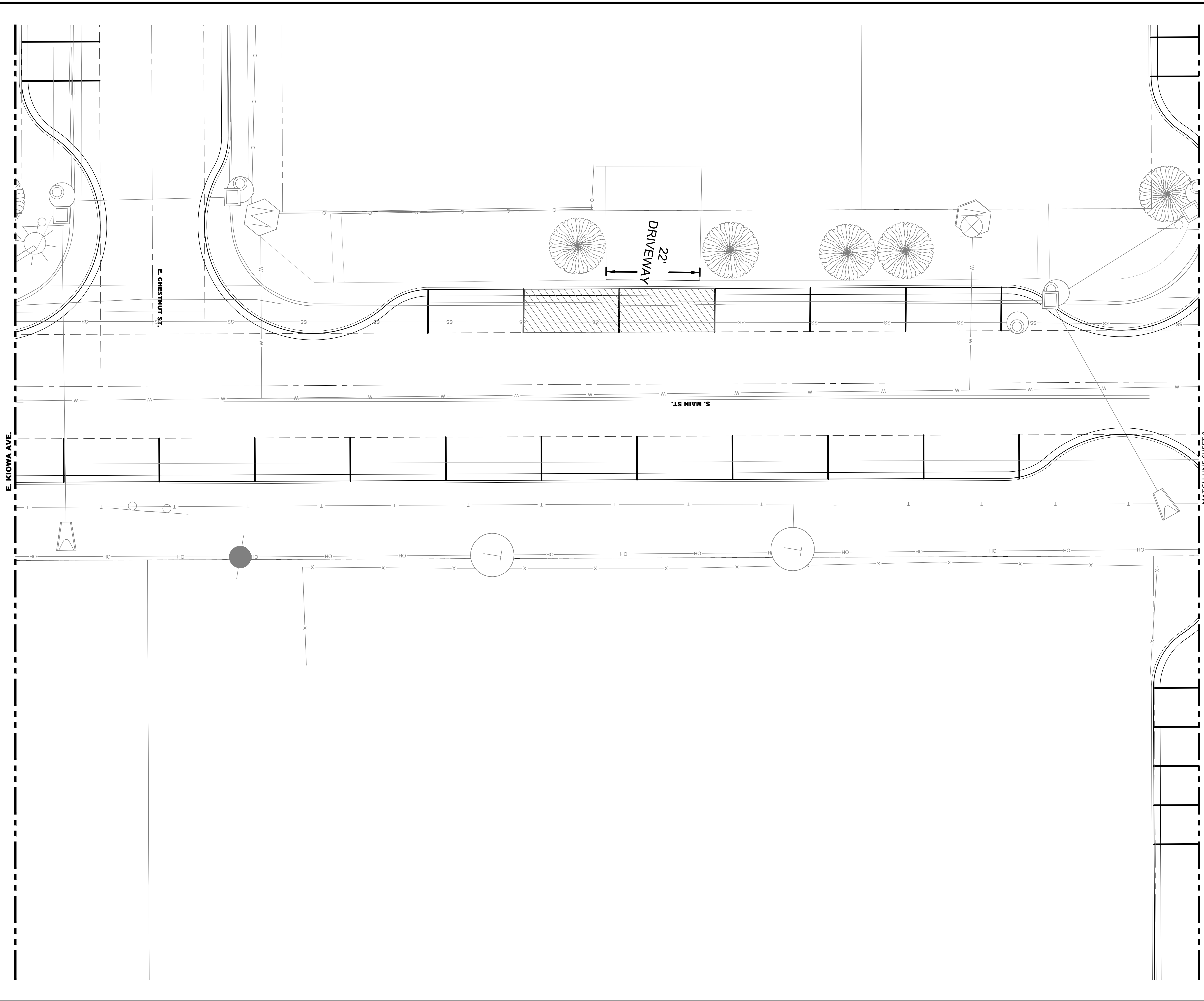
LAND DEVELOPMENT
ENERGY
PUBLIC INFRASTRUCTURE

CORE

811

Know what's below.
Call before you dig.

| # | REVISION DESCRIPTION | DATE | BY |
|---|----------------------|-----------|----|
| 1 | DRAFT | 5/10/2022 | MN |
| 2 | DRAFT | 6/27/2022 | MN |
| 3 | DRAFT | 7/21/2022 | MN |



LEGEND

| | |
|-----|----------------------------------|
| --- | EASEMENT |
| --- | RIGHT OF WAY (R.O.W.) |
| --- | CENTERLINE |
| --- | PROJECT BOUNDARY |
| --- | PROPOSED CURB & GUTTER |
| --- | PROPOSED IRRIGATION & STUB OUT |
| --- | PROPOSED STORM & STUB OUT |
| --- | PROPOSED SANITARY & STUB OUT |
| --- | PROPOSED WATER & STUB OUT |
| --- | EXISTING IRRIGATION & STUB OUT |
| --- | EXISTING STORM & STUB OUT |
| --- | EXISTING SANITARY & STUB OUT |
| --- | EXISTING WATER & STUB OUT |
| --- | FUTURE IRRIGATION & STUB OUT |
| --- | FUTURE SANITARY & STUB OUT |
| --- | FUTURE STORM & STUB OUT |
| --- | FUTURE WATER & STUB OUT |
| --- | IRRIGATION SERVICE |
| --- | SANITARY SERVICE |
| --- | WATER SERVICE |
| --- | BLOCK NUMBER |
| --- | STREET LIGHT POLES |
| --- | POWER POLES |
| --- | GUY WIRE |
| --- | SANITARY MANHOLES |
| --- | SANITARY CLEAN OUT |
| --- | WATER VALVES |
| --- | BEND AND THRUST BLOCK |
| --- | FIRE HYDRANTS |
| --- | WATERLINE REDUCER |
| --- | WATER STUB WITH BLOW OFF |
| --- | AIR RELEASE VALVE MH & VENT PIPE |
| --- | STORM MANHOLES |
| --- | STORM INLETS |
| --- | FES, FOREBAY, & TRICKLE CHANNEL |
| --- | OUTLET STRUCTURE |
| --- | CRUSHER FINES |
| --- | MAINTENANCE ACCESS |
| --- | RIPRAP |
| --- | EXISTING ELECTRIC |
| --- | EXISTING TELEPHONE |
| --- | EXISTING FIBER OPTIC |
| --- | EXISTING GAS |
| --- | EXISTING OVER HEAD ELECTRIC |
| --- | STORM UNDERDRAIN |
| --- | 100 YEAR FLOODPLAIN |
| --- | WETLAND |

811
Know what's below. Call before you dig.

CORE
CORE CONSULTANTS, INC.
3473 S. BROADWAY
DENVER, CO 80113
303.703.4444
LIVE@CORE.COM

LAND DEVELOPMENT
ENERGY
PUBLIC INFRASTRUCTURE

| # | REVISION DESCRIPTION | DATE | BY |
|---|----------------------|-----------|----|
| 1 | DRAFT | 5/10/2022 | MN |
| 2 | DRAFT | 6/27/2022 | MN |
| 3 | DRAFT | 7/21/2022 | MN |

ELIZABETH MAIN STREET
ELIZABETH, CO

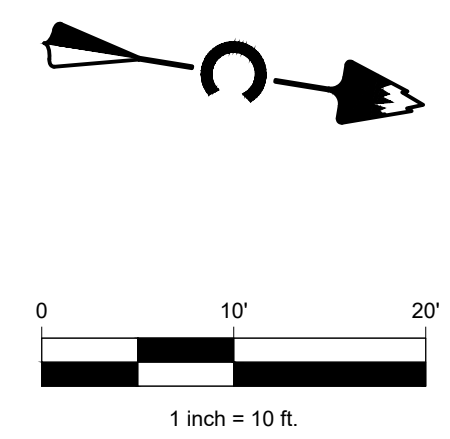
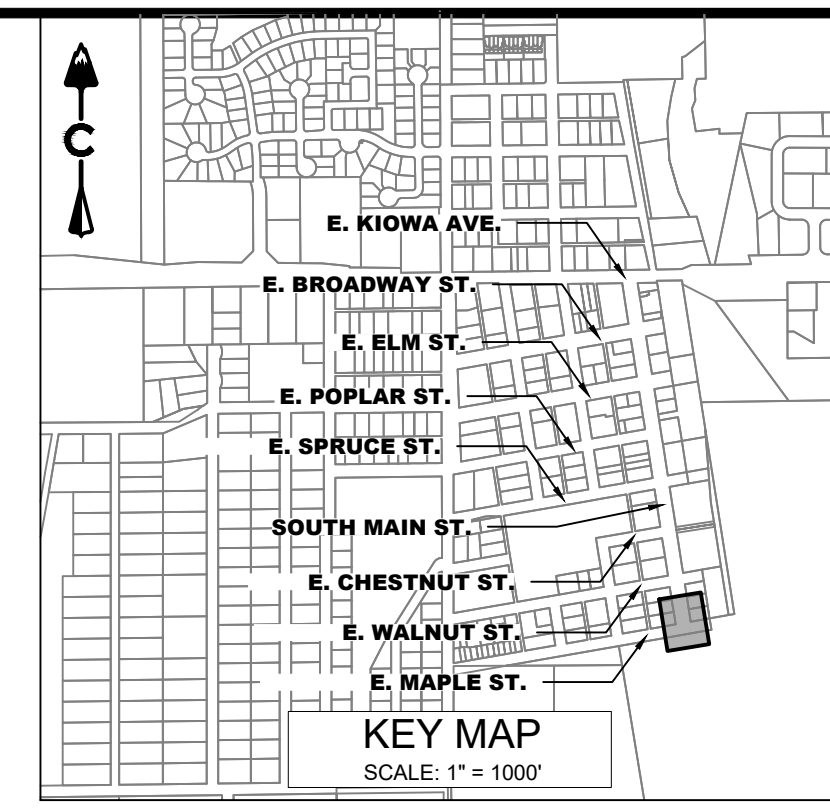
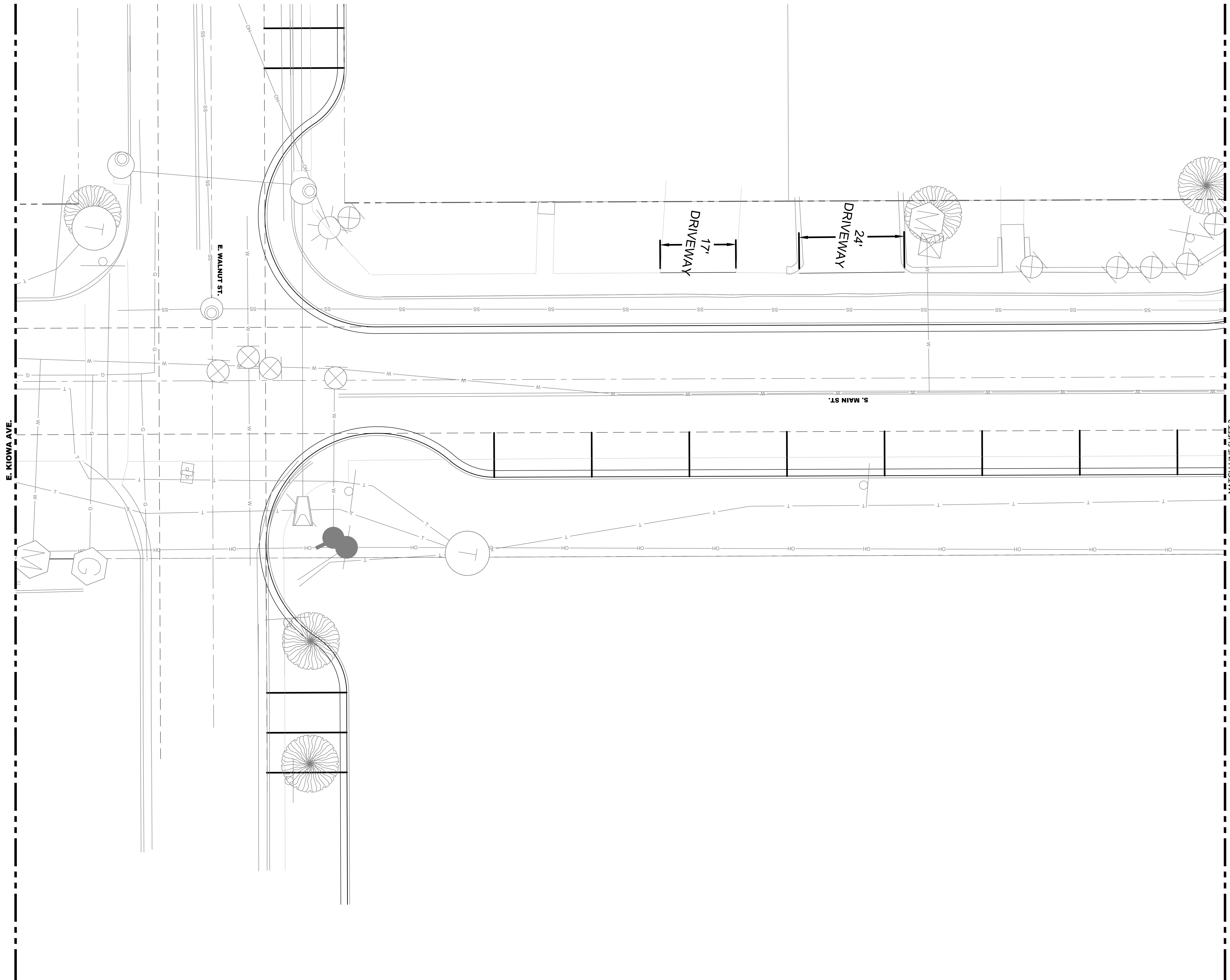
STREET IMPROVEMENT
27 IMPROVEMENT PLAN - 26 IMPROVEMENT PLAN (5)

NOT FOR CONSTRUCTION

DESIGNED BY: AR
DRAWN BY: SO
CHECKED BY: MN

JOB NO.
10-010-069

SHEET



LEGEND

| | |
|--|----------------------------------|
| | EASEMENT |
| | RIGHT OF WAY (R.O.W.) |
| | CENTERLINE |
| | PROJECT BOUNDARY |
| | PROPOSED CURB & GUTTER |
| | PROPOSED IRRIGATION & STUB OUT |
| | PROPOSED STORM & STUB OUT |
| | PROPOSED SANITARY & STUB OUT |
| | PROPOSED WATER & STUB OUT |
| | EXISTING IRRIGATION & STUB OUT |
| | EXISTING STORM & STUB OUT |
| | EXISTING SANITARY & STUB OUT |
| | EXISTING WATER & STUB OUT |
| | FUTURE IRRIGATION & STUB OUT |
| | FUTURE SANITARY & STUB OUT |
| | FUTURE STORM & STUB OUT |
| | FUTURE WATER & STUB OUT |
| | IRRIGATION SERVICE |
| | SANITARY SERVICE |
| | WATER SERVICE |
| | BLOCK NUMBER |
| | STREET LIGHT POLES |
| | POWER POLES |
| | GUY WIRE |
| | SANITARY MANHOLES |
| | SANITARY CLEAN OUT |
| | WATER VALVES |
| | BEND AND THRUST BLOCK |
| | FIRE HYDRANTS |
| | WATERLINE REDUCER |
| | WATER STUB WITH BLOW OFF |
| | AIR RELEASE VALVE MH & VENT PIPE |
| | STORM MANHOLES |
| | STORM INLETS |
| | FES, FOREBAY, & TRICKLE CHANNEL |
| | OUTLET STRUCTURE |
| | CRUSHER FINES |
| | MAINTENANCE ACCESS |
| | RIPRAP |
| | EXISTING ELECTRIC |
| | EXISTING TELEPHONE |
| | EXISTING FIBER OPTIC |
| | EXISTING GAS |
| | EXISTING OVER HEAD ELECTRIC |
| | STORM UNDERDRAIN |
| | 100 YEAR FLOODPLAIN |
| | WETLAND |

Know what's below. Call before you dig.

| # | REVISION DESCRIPTION | DATE | BY |
|---|----------------------|-----------|----|
| 1 | DRAFT | 5/10/2022 | MN |
| 2 | DRAFT | 6/27/2022 | MN |
| 3 | DRAFT | 7/21/2022 | MN |

| |
|---|
| ELIZABETH MAIN STREET |
| ELIZABETH, CO |
| STREET IMPROVEMENT |
| 27 IMPROVEMENT PLAN - 26 IMPROVEMENT PLAN (6) |

NOT FOR CONSTRUCTION

DESIGNED BY: AR
 DRAWN BY: SO
 CHECKED BY: MN

JOB NO.
10-010-069
SHEET

CORE

CORE CONSULTANTS, INC.
 3473 S. BROADWAY
 DENVER, CO 80113
 303.703.4444
 LIVEYOURCORE.COM

LAND DEVELOPMENT
 ENERGY
 PUBLIC INFRASTRUCTURE



July 11, 2023

Management Team Updates

Community Development – Zach Higgins

- The Main Street Board and Staff have given DOLA approval to move forward with the contract with DHM and CORE Engineering to provide services for the Main Street Monument Sign. The first design meeting was held on June 26th at Town Hall. Stakeholders were in attendance to give DHM direction.
- The MSBOD and HAB have given formal recommendation of a request to include a façade improvement grant in the Town budget for 2024.
- The HAB continues to work on the creation of the first Historic District in Town and updates to the Design Guidelines in relation to Historic and adjacent buildings. June 12th was the second public meeting to get feedback regarding the district and design guidelines. HAB will be pursuing individual property owner feedback.
- The HAB has formally designated 09/30/2023 for this year’s Walk and Talk.
- The HAB will be starting their Oral History program in the coming months.
- The MSBOD is continuing their work on creating a 5k event to occur at 8am on 09/23/2023.
- The Planning Commission has completed their Planning Commissioner Training series from the American Planning Association. They have now begun their Referral Agency Training Series and have heard from TOE Public Works, Police Department, CORE Engineering, Stolfus, and Safebuilt. The next PC workshops will include Fire, Elizabeth Schools, and CORE Electric (07/18/2023).
- Manny with CORE Engineering presented the Streetscape options based on the requested block-by-block analysis on June 27th.
- The State of Colorado APA Conference will be held at the Cheyenne Mountain Resort in Colorado Springs from 09/27 through 09/29. Registration opens 06/15/2023. Let staff know if you are interested in more information.


Town Clerk – Michelle Oeser

- The third and final Open House for the Community and Senior Active Center was held on June 28th. It had a decent turnout with positive discussions. Our team will be working with the Elizabeth School District to work on possible plans for Frontier High School.
- Trustee Payne will be updating the Board on the Castle Rock Senior Expo that we attended last week.
- Hannah is setting up meetings with each department to go over 2024 budget worksheets.
- Allison worked with Mike to get a watering schedule updated and mailed out to residents.
- Harmony has worked with the new scanner/plotter and can now scan and store large maps and plans.

Police – Chief Engel

 See attached report

Public Works and Utilities – Mike DeVol

 See attached report

Report Criteria:

Report type: Summary

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

| Payee | Check Number | Amount | |
|----------------------------|--------------|-----------|---------------------------------|
| TLLC, Inc | 10856 | 25,000.00 | concrete work and stump removal |
| A.D. Miller Services, Inc. | 6262301 | 34,218.31 | Ritoro Well |
| Grand Totals: | | 59,218.31 | |



TOWN OF ELIZABETH POLICE DEPARTMENT

JEFF ENGEL CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

06/18/2023 to 07/01/2023



ELIZABETH POLICE DEPARTMENT'S MISSION STATEMENT:

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

The following is an informational breakdown of EPD police activity from **06/18/2023 at 12:01 a.m. to 07/01/2023 at 11:59 p.m.** This information is compiled from our Records Management System (RMS), identified as New World (NW), as well as Douglas County Regional Dispatch (DRDC) records.

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



TOWN OF ELIZABETH POLICE DEPARTMENT

JEFF ENGEL CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

06/18/2023 to 07/01/2023

Total Calls for Service:

272

Traffic Stops:

| Total Stops: | Penalty Assessments: | Written Warnings: | Verbal Warnings: | Assisting Other Agencies |
|--------------|----------------------|-------------------|------------------|--------------------------|
| 28 | 12 | 8 | 5 | 3 |

Parking Violations:

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

Other Calls for Service:

| Call Type: | Number of Calls: |
|---------------------------|------------------|
| 911 Rapid SOS | 2 |
| Alarm-Business Burglary | 2 |
| Animal Barking | 1 |
| Animal Complaint | 3 |
| Assist to Fire Department | 1 |
| Assist to Other Agency | 2 |
| Attempt to Contact | 2 |
| Business Check | 20 |
| Citizen Assist | 5 |
| Citizen Contact | 2 |
| Civil Assist | 1 |
| Crime Prevention | 3 |
| Disturbance | 1 |



TOWN OF ELIZABETH POLICE DEPARTMENT

JEFF ENGEL CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

06/18/2023 to 07/01/2023

| | |
|--|----|
| Domestic Violence-Physical | 1 |
| Fireworks | 2 |
| Follow Up | 13 |
| Found Property | 4 |
| Fraud | 1 |
| House Watch | 2 |
| Increased Patrol | 99 |
| Informational Report | 1 |
| Juvenile Complaint | 1 |
| Medical Assist | 5 |
| Motorist Assist | 3 |
| Municipal Ordinance Violation | 8 |
| Motor Vehicle Accident with Injuries | 1 |
| Motor Vehicle Accident with Property Damage | 1 |
| Motor Vehicle Accident with Unknown Injuries | 2 |
| Park Check | 4 |
| Parking Complaint | 1 |
| Special Assignment | 2 |
| Suspicious Circumstance | 4 |
| Suspicious Person | 2 |
| Suspicious Vehicle | 15 |
| Theft | 4 |
| Traffic Complaint | 7 |
| Traffic Hazard | 8 |
| Traffic Stop | 28 |
| VIN Verify | 4 |
| Welfare Check | 4 |



TOWN OF ELIZABETH POLICE DEPARTMENT

JEFF ENGEL CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

06/18/2023 to 07/01/2023

Open and Active Investigations:

| Case/Incident Number: | Call Type: | Details: |
|-----------------------|-------------------------------|--|
| 23-2421 | Municipal Ordinance Violation | Investigation of a property in Town. |
| 23-1866 | Theft | Investigation into theft at a local business. |
| 23-2040 | Burglary | Investigation into a burglary that occurred at a local business. |
| 23-2917 | Death | Investigation into an unattended death that occurred in Town. |
| 23-2106 | Harassment | Investigation into harassment involving juveniles. |
| 23-3026 | Curfew | Investigation of a curfew violation that occurred in Town. |
| 23-3209 | Theft | Investigation of theft of building material from a property in Town. |
| 23-3208 | Municipal Ordinance Violation | Investigation into a property in Town. |

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



TOWN OF ELIZABETH POLICE DEPARTMENT

JEFF ENGEL CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

06/18/2023 to 07/01/2023

Closed Case/Incident Reports:

| Case/Incident Number: | Call Type: | Details: |
|-----------------------|--------------------------|---|
| 23-3017 | Welfare Check | EPD responded to a welfare check on a juvenile. Upon contact, the juvenile was experiencing a mental health crisis. The juvenile was evaluated by Centennial Mental Health and was returned to a parent on a safety plan. |
| 23-2344 | Criminal Mischief | EPD concluded a vandalism case that occurred on public property. After investigation, no suspects were able to be identified. |
| 23-3086 | Mental Health Hold | EPD responded to a juvenile that walked into EPD with injuries. Upon investigation, it was determined the juvenile was experiencing a mental health crisis. The juvenile was transported to a medical facility on a mental health hold. |
| 23-2673 | Burglary | EPD responded to a report of a possible burglary of a residence. After investigation, video footage was obtained that showed the house was not broken in to. |
| 23-3114 | Motor Vehicle Accident | EPD responded to a single vehicle crash. After investigation, there were no injuries and no damage. |
| 23-3143 | Theft | EPD took a report of a stolen wallet. The reporting party later called and informed EPD that their wallet was located at home. |
| 23-3032 | Recovered Stolen Vehicle | EPD took a report of a stolen vehicle. The vehicle was later returned, and the business did not wish to pursue charges. |



TOWN OF ELIZABETH POLICE DEPARTMENT

JEFF ENGEL CHIEF OF POLICE

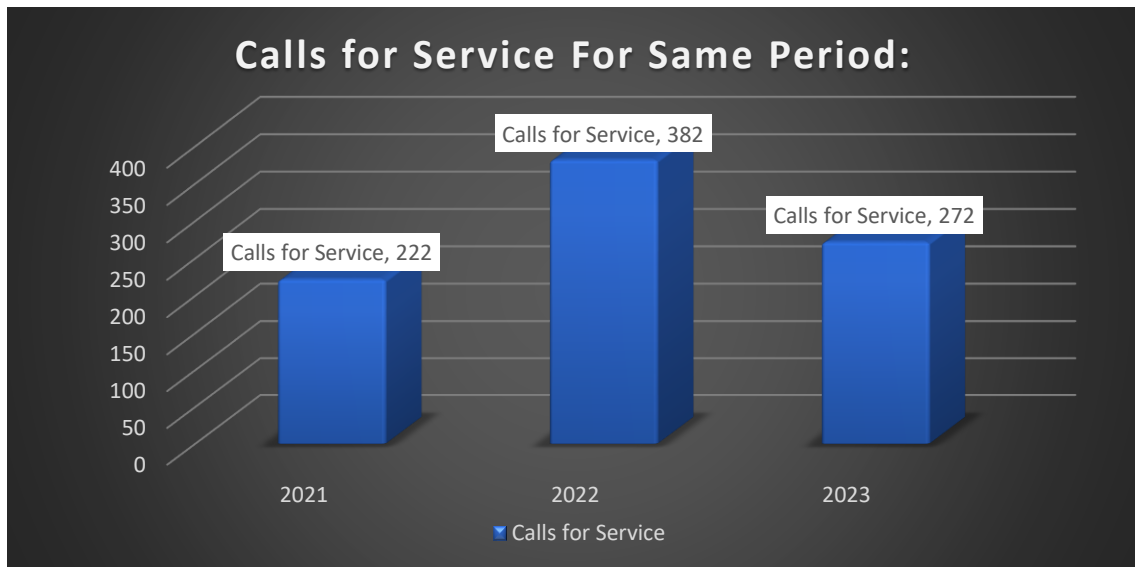
Elizabeth Police Department Activity Statistics Report

Reporting Period:

06/18/2023 to 07/01/2023

| | | |
|---------|-------|--|
| 23-3113 | Fraud | EPD responded to a fraud. After making contact with the victim, they refused to cooperate with the investigation, and the case was closed. |
|---------|-------|--|

Historical Data:





TOWN OF ELIZABETH POLICE DEPARTMENT

JEFF ENGEL CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

06/18/2023 to 07/01/2023

