



TOWN OF ELIZABETH

TOWN OF ELIZABETH **UPDATED 9-11-23**

CODE AND BUDGET WORKSHOP
Tuesday, September 12, 2023, at 5:30 PM

BOARD OF TRUSTEES REGULAR MEETING
Tuesday, September 12, 2023, at 7:00 PM
Town Hall, 151 S. Banner Street

Conferencing Access Information: This is viewing only access.

<https://us02web.zoom.us/j/83945362436?pwd=VjI3TGvQVIFtNFN4ekltZ3dDNURqdz09>

Join via phone at 1 669 900 9128 Meeting ID: 839 4536 2436

Meeting Passcode:
724019

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

UNSCHEDULED PUBLIC COMMENT

AGENDA CHANGES

CONSENT AGENDA

1. Minutes of the Regular Meeting of August 22, 2023

PRESENTATIONS

2. Senior Welfare Program - Officer Steven Herbel

NEW BUSINESS

3. Discussion and possible action on Resolution 23R32, a Resolution approving the Intergovernmental Agreement between the Town and the Elbert County Clerk and Recorder- Michelle Oeser
4. Discussion and possible action on Resolution 23R33, a Resolution authorizing the Director of Public Works, or his designee, to enter into an agreement with CCS Metal Fabrication for the installation of handrails at Town Hall– Patrick Davidson
5. Discussion and possible action on approval of Revitalizing Main Street Grant Application- Zach Higgins

MANAGEMENT MONITORING REPORTS

- [6.](#) Management Monitoring Reports

BOARD OF TRUSTEES REPORTS

- 7. Board Reports

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

August 22, 2023

CALL TO ORDER

The Regular Meeting of the Board of Trustees of the Town of Elizabeth was called to order on Tuesday, August 22, 2023, at 7:00 p.m. by Mayor Nick Snively.

ROLL CALL

Present were Mayor Nick Snively, Mayor Pro Tem Linda Secrist, and Trustees Loren Einspahr, Tammy Payne, Joe Belongia, Angela Ternus, and Barb McGinn. 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, Community Development Director Zach Higgins, Assistant Public Works Director James McErnie, and Town Attorney Corey Hoffmann.

PLEDGE OF ALLEGIANCE

Mayor Snively led the Board in the Pledge of Allegiance.

UNSCHEDULED PUBLIC COMMENT

There was no public comment.

AGENDA CHANGES

No agenda changes from the Administration.

No agenda changes from the Board.

Agenda set.

CONSENT AGENDA

1. Minutes of the Regular Meeting of August 8, 2023

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

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

PROCLAMATION

Proclamation Proclaiming September 17th through 23rd, 2023, as Constitution Week

Mayor Snively read the proclamation to the Board, Staff, and Public.

NEW BUSINESS



3. Town of Elizabeth Police Department Victim Advocate update

PattyAnn Fontenot introduced herself as the Elizabeth Police Department Victims Advocate Coordinator and Director of Connections for Families. Ms. Fontenot gave an update on both agencies.

4. Discussion and possible action on Resolution 23R31, a Resolution Repealing Resolution 18R04 Regarding the Prior Approval of the Main Street Cross Sections Pursuant to Elizabeth Municipal Code Section 16-3-140 and Establishing and Approving a Revised Main Street Cross Section

Mr. Higgins gave a staff report.

Motion by Mayor Snively, seconded by Trustee Belongia, to approve Resolution 23R31, a Resolution Repealing Resolution 18R04 Regarding the Prior Approval of the Main Street Cross Sections Pursuant to Elizabeth Municipal Code Section 16-3-140- and Establishing and Approving a Revised Main Street Cross Section.

The vote of those Trustees present was 6 in favor and 1 opposed. Mayor Pro Tem Secrist opposed. Motion passed.

5. Discussion and possible action on Revitalizing Main Street Grant Opportunity 2

Mr. Higgins gave a staff report.

Motion by Trustee Payne, seconded by Trustee Belongia, to move forward with applying for a Revitalizing Main Street Grant.

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

MANAGEMENT MONITORING REPORTS

- Town Administrator Patrick Davidson informed the Board that the Elizabeth School District is selling the parking lot across from Frontier High School.
- Mr. Davidson discussed rescheduling the canceled meeting between the Board of Trustees and the Main Street Board of Directors.
- Follow-up discussion on the School District parking lot sale.
- Trustee Ternus discussed the financial report in the packet.
- Discussion on the Town's financial statement followed.
- Discussion on the small triangle property located on County Road 13 North of the Shell Station.
- Discussion on removal of the sign on property located at Elizabeth St. and Beverly St.
- Discussion on Town postal cluster boxes.



- Community Development Director Zach Higgins told the Board that Dianna Hiatt had done a great job on the postal addressing project.
- Mr. Higgins told the Board that the developer that purchased the parking lot from the School District will need to have the parcel rezoned and hold a community meeting and submit a site plan.
- Mr. Higgins stated that 111 permits have been approved for Legacy Village.
- Mr. Higgins let the Board know that 30 people have signed up for the September 23rd 5K race.
- Mr. Higgins reminded the Board of the upcoming September 30th Walk and Talk.
- Discussion on the upcoming Streetscape workshop.
- Chief of Police Jeff Engel let the Board know that he had a meeting with the Gold Creek Valley HOA, and that it went very well.
- Chief Engel told the Board that school is in session and things are going fine. He noted that the School Resource Officers are adjusting well.
- Chief Engel said that the Police Department is working on a traffic plan for the Town's 5K.
- Chief Engel discussed the upcoming Chili Cookoff that the Police Department will be participating in.
- The Student Academy starts on September 6th.
- On August 16th the Elizabeth Police Officers participated with the Colorado State Patrol in commercial motor vehicle enforcement. Chief Engel stated that it went very well.
- Discussion on the Gold Creek Valley HOA meeting.
- Mayor Snively reiterated, as he stated in previous Board meetings, how much he enjoyed seeing Officers and how they interacted with the Community at the Friday Night Markets.
- Public Works Director Mike DeVol would like to have the water discussion on the agenda for the next Board meeting.
- Mr. DeVol is glad to have the new kiosks postal box keys in the hands of the Post Office.
- Mr. DeVol stated that an Elizabeth High School Student will be working with Public Works through an Internship this year.
- Discussion on sprinkler systems and rain sensors.



- Town Attorney Corey Hoffmann discussed memos that have been distributed to the Board regarding new legislation that has passed. Some topics were accessibility, harassment, and retail liquor sales.
- Discussion of the annexation disconnection withdrawal.
- Town Clerk Michelle Oeser let the Board know that all Town Staff will be participating in an in-person anti-harassment training.
- Ms. Oeser let the Board know that she and Ms. Ritter attended their first Court Conference last week.
- Ms. Malakowski has two upcoming records training courses.
- Ms. Oeser requested guidance on sponsorship of the Annual Senior Baskets and how the Board would like to proceed. Discussion followed with direction to Staff.
- Discussion on the possibility of additional sponsorship from CORE Electric for Town events.
- Ms. Oeser discussed participation in the upcoming home show at Messer Arena.
- Ms. Oeser discussed the upcoming Movie Birthday Bash.
- Ms. Oeser discussed entering a Caselle Contest to win funds for the Town's Senior Basket project. Trustee Payne wrote a summary to enter the contest.
- Ms. Oeser let the Board know that she received her 5-year employee appreciation certificate.

BOARD OF TRUSTEE REPORTS

- Trustee Ternus discussed the upcoming CORE Electric employee appreciation banquet.
- Ms. Oeser discussed the ribbon cutting for the new EV Charging Station.

MINUTES

12. Minutes of the Main Street Board of Directors Meeting of July 10, 2023.

ADJOURNMENT

Motion by Trustee Einspahr, seconded by Mayor Pro Tem Secrist, to adjourn the meeting at 8:34 p.m.

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



TOWN OF ELIZABETH

Town Clerk Michelle Oeser

Mayor Nick Snively

Elizabeth Police Department Citizen Welfare Program



Officer Steven Herbel

What is the Citizen Welfare Program?

- **Any** resident of Elizabeth can voluntarily register for phone calls from EPD to ensure they are okay on a regular basis AND/OR before a predicted severe storm.
- If no phone contact is made with the registered citizen(s) after five (5) calls, EPD will conduct an in-person welfare check at the residence.
- If EPD is unable to contact the registered citizen(s) at their house, and the emergency contact does not know why, EPD will use the necessary means to enter the house and check the welfare of the resident.

Why is this program needed?

- The program is generally geared towards elderly citizens, but any citizen can enroll.
- According to the 2020 Census, approximately 23% of Elizabeth's citizens are over 60 years of age and approximately 67% of those citizens have some form of disability and have self care difficulties.
- The program is designed to ensure citizens have adequate resources and a quality life while living in their homes.
- The program is a preventative measure to limit future monetary spending of the Town, the Fire Department, citizens, etc.

What is needed for this program?

- No financial burden to the town or the citizens.
- Time allocation from EPD is the only necessity needed to successfully run this program.
- The table is a breakdown of the tasks and time needed for each:

Task:	Time Spent on each task:
Phone call Welfare Checks:	Each phone call will last approximately <u>10 minutes.</u>
In-Person Welfare Checks:	Each In-Person Welfare Check will last approximately <u>20 minutes.</u>
Administrative Tasks for the Program:	Approximately <u>1 hour per week.</u>

Thank You for your time!



Elizabeth Police Department Citizen Welfare Participation Request

Participant 1

Name of Participant:

Address: _____

Phone
Number(s): _____

Email: _____

Reason for applying: _____

Vehicle Make/ Model: _____

Vehicle License Plate/ State: _____

Vehicle Color: _____

Participant 2 (optional)

Name of Participant:

Address: _____

Phone
Number(s): _____

Email: _____

Reason for applying: _____



Vehicle Make/ Model: _____

Vehicle License Plate/ State: _____

Vehicle Color: _____

Which day do you wish to be contacted? (Mondays or Fridays are standard)

How often would you like to be contacted?

Weekly _____

Bi-weekly _____

Monthly _____

Other _____

Family Member/ Emergency Contact of Applicant(s)

Name: _____

Address: _____

Phone Number: _____

Email: _____

Family Member/ Emergency Contact of Applicant(s)

Name: _____

Address: _____

Phone Number: _____

Email: _____



Additional Information: (Pets, Medical Alert Company, Residential Alarms, Additional Vehicle, etc.)

To return your Participation Request, bring the completed request form to Elizabeth Police Department, located at 425 S. Main St., or mail it to EPD, P.O. Box 1527. For further information regarding CWP, contact Elizabeth Police Officer Steven Herbel at sherbel@townofelizabeth.org or call Elizabeth Police Department at **(303) 646-4664**.



Citizen Welfare Program Proposal

Objective: To ensure citizens of the Town of Elizabeth are checked on prior to severe storms and/or on a regular basis to the extent possible by the Town.

Purpose:

- Build relationships with citizens in town.
- Make sure program members are being cared for and prepared for severe weather.
- Ensure citizens have adequate resources and have a quality life while living in their homes.

Application:

- A participation request form and waiver are required to be contacted by EPD, placing the citizen in the CWP.

Program Structure:

- Officer Steven Herbel and/or another EPD Officer would use their best efforts to call the citizen five (5) times over a two (2) day period before going to their residence to conduct a welfare check on them.
- The phone calls will consist of asking the citizen if they are prepared for a predicted severe storm that is approaching Elizabeth and ensure they have adequate resources for the storm. Weekly, bi-weekly, or monthly calls offer EPD the chance to make sure the citizen is being cared for or taking care of themselves.
- Phone calls would be conducted on Mondays or Fridays (or another day if requested) to the extent the Town has the resources available to do so. Failure to respond to any of the phone calls would prompt a second and possibly a third call within the same day. The citizen's family would attempt to be contacted prior to the in-person welfare check.
- If the Police Officer is concerned about the citizen after the phone call, the Police Officer may go to the residence to conduct an in-person welfare check.
- The in-person welfare check would consist of a Police Officer contacting the resident at their house. The Police Officer may ask the citizen if they are experiencing new medical problems, have enough food/water, are properly taking care of themselves, and check on their overall welfare.

Who is eligible?

- Any citizen living in the Town of Elizabeth.
- Age, Health conditions, and Marital Status do not matter.

Cost to Town:

- There will be no cost to Elizabeth.

Cost to Citizens?

- There is no cost to the CWP members or the families of the program.



Elizabeth Police Department Citizen Welfare Program Consent Form

Name (First, M.I., Last): _____

Home Address: _____

Phone: _____

I am voluntarily requesting to participate in the Elizabeth Police Department's Citizen Welfare Program. I reside in the Town of Elizabeth, County of Elbert, State of Colorado, and I am voluntarily making this agreement.

I, _____, authorize an employee(s) of the Elizabeth Police Department to enter my property, residence, and/ or vehicle, in the event I do not answer my phone and/or in-person attempts to contact me to check my welfare as described by the Elizabeth Police Department's Citizen Welfare Program outline are unsuccessful. I agree if I do not answer on the first (1st) in person attempt of contact from Town of Elizabeth employee, a Town of Elizabeth Police Officer may enter my property, residence, and/or vehicle using any means necessary. I waive and release the Town of Elizabeth from any and all liability, including damages to my property as a result of such entry. In addition, I waive and release the Town of Elizabeth and its elected officials, agents, and employees from any and all liability associated with my participation in the Citizen Welfare Program. I further specifically consent to the Town of Elizabeth Police Department using any means reasonably necessary to enter my house and agree that the Town may utilize other emergency resources as needed (Fire Department, EMS, etc.) I consent to the Town of Elizabeth contacting me and other parties listed on the Elizabeth Police Department Citizen Welfare Program Application. I agree the members, agents, and resources used by the Town of Elizabeth are not liable in the event of a death or other bodily injury to anyone on my property. I further agree that in all cases the Town will use its best efforts to check on the welfare of participants in the Citizen Welfare Program, but nothing in this Consent nor in the documents describing the Citizen Welfare Program shall be constructed as a contract for such services, nor can the Town guarantee that it can provide such services other than to provide its best efforts to do so.

Program Participant 1:

Printed Name: _____

Signature: _____

Date: _____



TOWN OF ELIZABETH

OFFICE OF THE TOWN CLERK / ADMINISTRATIVE SERVICES

DIRECTOR

TO: Honorable Mayor and Board of Trustees
FROM: Michelle M. Oeser, Town Clerk
DATE: September 12, 2023
SUBJECT: A Resolution approving the proposed IGA between the Town and the Elbert County Clerk and Recorder

Town of Elizabeth Town Board –

The proposed IGA between the Town of Elizabeth and the Elbert County Clerk and Recorder. This type of IGA agreement has been put into place in past years to help provide a polling place for County Elections. Regarding Conduct and Administration of the Voter Service and Polling Center (VSPC) is proposed for the November 7, 2023, General Election.

The Town Clerk, Deputy Clerk, and Assistant Town Clerk have been sworn in as temporary Deputy County Elections Clerks. Swearing the Town Clerks in covers all bases as to who has the authority to handle the ballots.

The Elbert County Clerk and Recorder's Office will need to utilize the boardroom November 6th and 7th. Staff has the ability to lock doors preventing access to non-public areas of the Town Hall. The agreement also approves the use of Town Hall in an emergency if something were to happen preventing the County from using their location for election business.

Town Attorney Corey Hoffmann has approved the agreement as written.

Staff Recommendation-

Staff recommends approval of the Intergovernmental Agreement between the Town and the Elbert County Clerk and Recorder Regarding the Conduct and Administration of the Voter Service and Polling Center (VSPC) for dates specified in the agreement between Elbert County and the Town of Elizabeth.

ATTACHMENT(S)

Resolution 23R32

Intergovernmental Agreement

RESOLUTION 23R32

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN AND THE ELBERT COUNTY CLERK AND RECORDER

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

Section 1. The Intergovernmental Agreement between the Town and the Elbert County Clerk and Recorder regarding an alternate Voter Service and Polling Center (VSPC) Site For the November 7, 2023 Coordinated Election attached hereto as **Exhibit A** is hereby approved by the Board of Trustees of the Town of Elizabeth, and the Mayor is authorized to execute same on behalf of the Town.

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

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

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ELBERT COUNTY CLERK AND RECORDER
AND
THE TOWN OF ELIZABETH**

**Regarding an alternate
Voter Service and Polling Center (VSPC) Site
For the November 7, 2023 Coordinated Election**

This Intergovernmental Agreement (hereinafter the "Agreement") is made this ___ day of _____, 2023, between the Elbert County Clerk and Recorder (hereinafter "County") and the Town of Elizabeth (hereinafter "Town"), located in Elizabeth, Colorado (each a "Party" and collectively the "Parties").

WHEREAS, the County desires to use the Town's board room located at 151 South Banner Street, Elizabeth, Colorado as an alternate voter service and polling center (VSPC) site for the November 7, 2023, Elbert County Coordinated Election should the County's Voter Service and Polling Center (VSPC) site located at 440 Comanche Street, Kiowa, Colorado become unusable.

WHEREAS, the County desires to allow voting to continue with as little interruption as possible in the event of a natural or human-made disaster.

WHEREAS, the Town agrees to permit the County to use the board room located at 151 South Banner Street, Elizabeth, Colorado, if needed to conduct the November 7, 2023 Elbert County Coordinated Election;

WHEREAS, the permission to setup a Voter Service and Polling Center at the Town will be made within two hours of the County notifying the Town either by phone or electronically from October 30, 2023, to November 7, 2023.

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

NOW, THEREFORE, it is agreed that:

1. Duties of the Town

- a. The Town will designate two points of contacts (primary and backup) to assist the County with carrying out the duties of this agreement.
- b. The Town shall keep the Town of Elizabeth open to the general public for the delivery of mail ballots and voting by electors on any of the following dates if needed:

Monday through Friday (October 30 – November 6) 8:00 AM to 5:00 PM

Saturday (November 4) 8:00 AM to 12:00 PM

Tuesday November 7 - Election Day 7:00 AM to 7:00 PM or until polls close, in the event of a court order to extend polling hours

- c. The Town will supply the County with a lockable room to store voting equipment if delivered outside of hours of operation. The locked room must be accessible to the County one hour prior to polls opening to set up the Voter Service and Polling Center.
- d. The Town will ensure outdoor lighting is turned on in the event County staff or temporary elections workers arrive during a time the lighting is not normally operational.
- e. The Town shall ensure the Property complies with all requirements of the American with Disabilities Act, including but not limited to:
 - i. Maintaining a clear and accessible entry path;
 - ii. Removing any object or item which affect accessibility into the Town of Elizabeth;
 - iii. Removing any object or item blocking or preventing the use of accessible parking spaces, etc.
- f. The Town shall notify the County of any additional ballots dropped off after election day.

- i. The Town will coordinate with the County to determine an appropriate time for the County to pick up ballots.

2. **Duties of the County**

- a. Notify the state Elections Division, the media, temporary election workers, and other applicable County departments of a relocation to the alternate Voter Service and Polling Center site.
- b. Post notices at 440 Comanche Street, Kiowa, to inform voters of the location of the new polling place.
- c. Post Voter Service and Polling Center signage at the alternate location.
- d. Post the polling place change on the county website.
- e. Update County telephone system voicemail to provide updated information to voters about a last minute polling place change.
- f. Transfer all equipment and supplies needed to continue voting as required by law.
- g. The County shall provide the Town with at least three (3) election judges to staff the VSPC.

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

ELBERT COUNTY CLERK AND RECORDER

By: _____
Rhonda Braun

Date: _____

TOWN OF ELIZABETH

By: _____

Date: _____

Print: _____



TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor, Mayor Pro Tem, and Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: September 12, 2023
SUBJECT: Handrail Replacement for Town Hall

BACKGROUND

The handrails at Town Hall are worn and in disrepair. Staff has had considerable difficulties in finding both a contractor and a supplier for railing that would match the existing aluminum rail at Town Hall. CCS Metal Fabrication has met with Public Works and has provided an estimate for consideration. It is the only contractor and/or supplier to formally do so, even though inquiries have been made by other parties. As such, CCS Metal Fabrication may be considered the only contractor for this process.

ANALYSIS

The handrails at Town Hall should be removed and replaced for safety reasons, particularly in advance of this upcoming winter season.

Resolution 23R16, regarding the Town's Purchasing Policy, allows for the acquisition of budgeted items in an amount of less than \$50,000 to be acted on by the Administrator, with timely reporting to the Board. However, because of the difficulties [inability] to obtain comparative price quotations, this matter is better referred to the Board of Trustees for consideration.

STAFF RECOMMENDATION

Staff recommends the acceptance of the agreement with CCS Metal Fabrication, as they have done quality work at other locations, and are the only contractor and/or supplier to have meaningfully responded to inquiries on the project.

BUDGET CONSIDERATIONS

Within the 2023 Budget, the Board previously authorized up to \$100,000 in Town Hall Building Improvements. This line item is identified as account 31-80-5500 in the Capital Improvement Fund. A balance of \$70,931.90 would remain after this expenditure.

ATTACHMENTS

1. A Resolution Authorizing the Director of Public Works, or His Designee, to Enter into an Agreement with CCS Metal Fabrication for the Installation of Handrails at Town Hall.
2. CCS Metal Fabrication – Estimate
3. Photograph identifying work to be completed.

RESOLUTION 23R33

A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS, OR HIS DESIGNEE, TO ENTER INTO AN AGREEMENT WITH CCS METAL FABRICATION FOR THE INSTALLATION OF HANDRAILS AT TOWN HALL.

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

1. The Board of Trustees hereby approves the estimate with CCS Metal Fabrication for the installation of approximately 120 lineal feet of handrail in the amount of \$29,068.10, and authorizes the Director of Public Works, or his designee, to execute those documents necessary to complete the transaction. A copy of the CCS Metal Fabrication estimates and associated photograph are identified as **Exhibit A** and incorporated by reference herein.

PASSED, APPROVED, and ADOPTED this 12th day of September 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

Exhibit “A”

Attached is the current bid for the replacement on install of the hand railing at Town Hall.

CCS Metal Fabrication has submitted a bid for the installation and replacement of the needed handrailing at Town Hall.

The fabrication and turnaround time is between 4-6 weeks and requires a minimum deposit of 50% of the contract value.

Installation will commence as soon as materials are made available.



CCS METAL FABRICATION

Chip Frumveller / 303-646-2739

40700 Valley View Ct / Elizabeth, CO 80107

www.ccschoppers.com / www.ccsmetalfabrication.com

Estimate

Date

07/29/23

Name/Address

James McErnie
Assistant Public Works Director
151 S. Banner Street
PO Box 159
Elizabeth, CO 80107

Phone

303-646-4166

Email

jmcernie@townofelizabeth.org

Description	Quantity	Total
Install - 120 linear feet of 3 rail - to match existing aluminum rail.	1	24,299.04
Removal and Disposal of existing Wood Railing	1	4,500.00
*If job specific Colorado PE stamped calculations are required, add \$1600.00 to the base bid.		0.00T
CO-Sales Tax		269.06

Prices are subject to change without Notice.

Total

\$29,068.10

Estimate is honored until the end of business today or is subject to material availability. Turnaround time is 4-6 weeks unless otherwise specified. 50% down is required for all orders. Credit Card Charges will have an additional 3.4% fee. You can send checks to: CCS Metal Fab, 40700 Valley View Ct / Elizabeth, CO 80107.

Once Deposit is recieved your project will be scheduled.

Thank You for your Busines!

TRADE CONTRACTOR AGREEMENT

THIS AGREEMENT is made this ___12th___ day of _____September_____, 2023 between the Town of Elizabeth, Colorado (the “Town”) and _____CCS Metal Fabrication_____ (“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 therefore (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 ___Twenty-Nine Thousand Sixty-Eight Dollars and Ten Cents_____ (\$29,068.10_____) (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 advice 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 the final payment to the 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 the 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 13th of September 2023 and end on Final written approval of completed installation by Public Works. 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 affected 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, the 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: _____
Nick Snively, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk

CONTRACTOR

By: _____
Name: _____
Title: _____

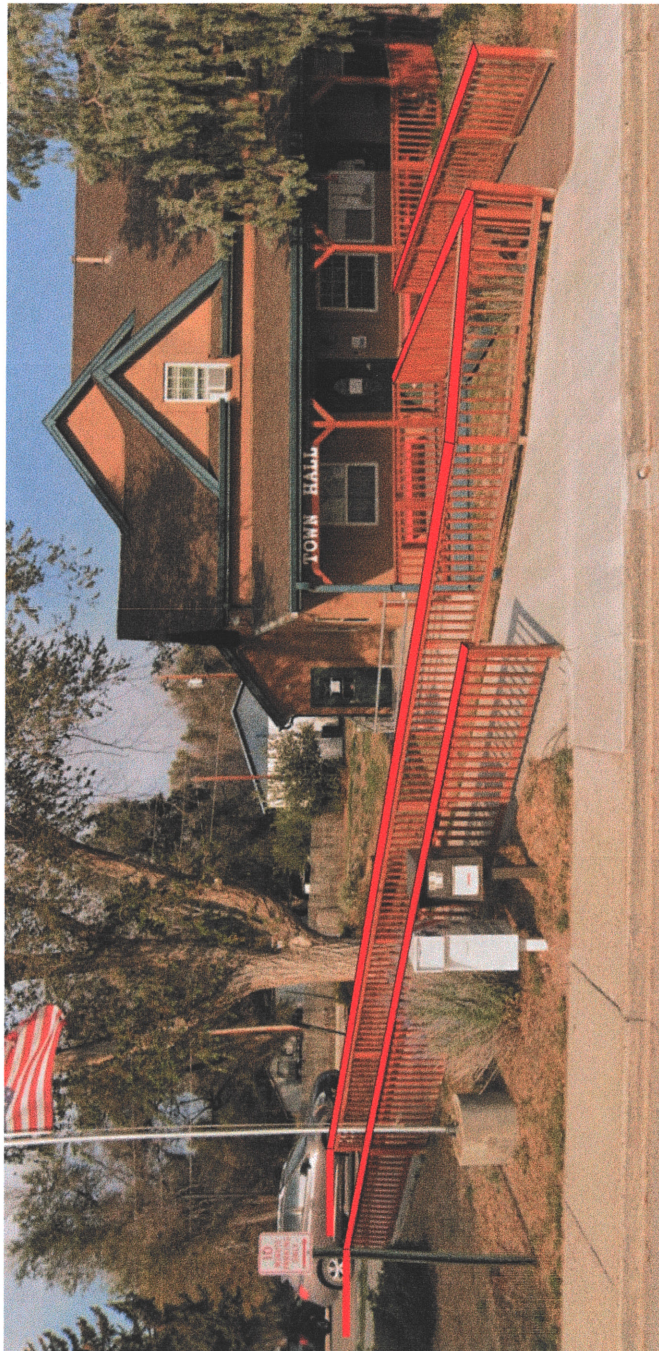
STATE OF COLORADO)
) ss.
COUNTY OF _____)

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





TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

TO: Honorable Mayor and Board of Trustees
FROM: Zach Higgins, AICP Community Development Director
DATE: September 12, 2023
SUBJECT: Revitalizing Main Street Grant Opportunity 2

SUMMARY

Colorado Department of Transportation is continuing to accept applications for their Revitalizing Main Street Opportunity 2 Grant. The grant funds up to \$250,000 with a required 10% local match. The grant program is funded through 2032. A single applicant is allowed to apply and receive an award once per year, every year.

This grant could be utilized to build out a portion of the Main Street Streetscape project. The deadline staff is aiming to submit an application by is September 27th, 2023, for an October 2023 review. Staff can continue to pursue additional RMS Opportunity 2 grants, as well as other grant funding as they are made available.

STAFF RECOMMENDATION

The Main Street Board of Directors has formally recommended that Staff seek approval from the Board of Trustees to pursue funding through the Revitalizing Main Street Grant Opportunity 2 for Main Street Streetscape build-out. Staff also seeks a Letter of Support from the Board of Trustees to submit with the grant application. In addition, Staff seeks a formal motion agreeing to allocate \$25,000 towards the Main Street Streetscape Project if the grant is received.

ATTACHMENT(S)

N/A



TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

September 8, 2023

I am writing to express the Elizabeth Board of Trustees support for the Revitalizing Main Street Grant. The Town of Elizabeth is working towards transforming its Main Street in the Downtown District to improve safety and to transform the Main Street corridor. It is the Board's belief that the Town's Main Street Streetscape Project reflects the needs of the community, but also meets the criteria for this grant opportunity. In the most basic sense, this project is designed to modernize our Main Street corridor.

Among the changes envisioned in the Streetscape Project, they include the following: The proposed sidewalk bulb-outs will reduce the pedestrian crossings along Main Street to 22 feet and create much greater visibility for all parties. Both sides of the street will receive 40-degree parking stalls for added density. The sidewalks will have a consistent six-foot pedestrian zone and five and a half feet amenity zone and curb. Permanent lighting will be added to increase visibility and add to the vibrancy of Main Street in the evenings. Benches and trash receptacles will be added to provide designated resting spaces and contribute to the cleanliness of the corridor. Planters and additional street trees are to be added for greenery and shade. The benches, trash receptacles, and bicycle racks are being explored as opportunities for local artists to design and decorate.

The impact on the community is greatly anticipated by both the Main Street merchants, but also other businesses in the community. As you are aware, a thriving Main Street corridor is an anchor for a community for events, commerce, and citizen interaction. It also provides great opportunities for contractors, local artists, and others wanting to embrace the community. The Board of Trustees wholeheartedly support this undertaking and what it means for the Town of Elizabeth.

The Board of Trustees have authorized \$25,000 to cover the anticipated match should the Town be successful in the grant process. We firmly believe that while the work will be completed in Elizabeth, it will not only impact residents, but those citizens of Eastern Douglas County, Elbert County, and the thousands of visitors that come to Elizabeth annually.

Thank you for your time, and do not hesitate to reach out should you have any questions or concerns.

Sincerely,

Nick Snively, Mayor of Elizabeth



September 12, 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 second meeting took place on August 14th where the gateway over Main Street option was chosen.
- The MSBOD and HAB have given formal recommendation of a request to include a façade improvement grant in the Town budget for 2024. The BOT has given direction for Staff to work on the creation of the program.
- 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 lunch will be held on the Gesin Lot following the walking tour.
- The HAB will be starting their Oral History program in the coming weeks.
- The MSBOD is continuing their work on creating a 5k and Family Color Run event to occur at 8am on 09/23/2023. There will be a street festival on Main Street from 8am – Noon as part of the event.
- The Planning Commission has completed their Planning Commissioner Training series from the American Planning Association. They have also completed their Referral Agency Training Series.
- Manny with CORE Engineering presented the Streetscape options based on the requested block-by-block analysis on June 27th. The BOT has given a recommendation to update the Cross-Sections based on this analysis. The BOT has formally adopted the updated Cross-Sections on 08/22/2023.
- CDOT has processed the deeds for remnant parcels of land to the Town adjacent to the CR-13 realignment. Staff will now work to annex and zone said parcels.
- Staff has been working to assign new addresses to mostly multi-tenant commercial properties in Town to facilitate mail delivery and Emergency Services. This process is nearing completion with the majority of tenants/owners notified and in the process of coming into compliance.

Town Clerk – Michelle Oeser


- The second election of the year unofficial results have been posted. Election Judges will be back to count the UOCAVA followed by the Mayor completing the canvas process.
- The Town’s Movie Night/Birthday Bash will be on Saturday September 30th at 6:30 pm. The EHS Band is unable to attend due to commitments, however the American Legion has stepped in to help by serving up their famous hamburgers. The Town will cover part of their cost as they do not charge for the burgers, they just have a donation jar out.
- Staff are working on prices for insulated bags for the Senior Christmas Basket program. A sponsorship request letter is ready except for the levels of sponsorship. The thought is either have one large logo at a higher cost, or a smaller logo at less cost. Ordering 3 years’ worth of bags help save on the cost of the bags.

- Harmony is working on developing an email retention policy.
- Allison has been working closely with Vince in Public Works to get new utility accounts set up.
- The Clerk/Administration Staff has three events in the works for the remainder of 2023. The postpone Movie Night, Senior Basket Project, and the Mayor's Tree Lighting.
- The Town Hall Staff will again be participating in the Elizabeth School District Homecoming Parade. This year's theme is Wild Cards (Vegas Style).
- Hannah is working with Mr. Davidson and Staff to fine tune the Proposed 2024 Budget.

Police – Chief Engel

 See attached report

Public Works and Utilities – Mike DeVol

 No report

Report Criteria:

```

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

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Payee	Check Number	Amount
N&D Tree LLC	10979	28,000.00
Douglas County Sheriff's Office	11000	29,237.98
CIRSA	8102302	37,251.10
Elite Surface Infrastructure	8152307	43,700.00
Grand Totals:		138,189.08

Debris and Tree Removal from flood

Interim Chief coverage cost

Property and Casualty Insurance Coverage

Demolition of Banner Street and Broadway Houses
Payment #2



TOWN OF ELIZABETH POLICE DEPARTMENT

JEFF ENGEL, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

08/13/2023 to 09/02/2023



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 **08/13/2023 at 12:01 a.m. to 09/02/2023 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:

08/13/2023 to 09/02/2023

Total Calls for Service:

392

Traffic Stops:

Total Stops:	Penalty Assessments:	Written Warnings:	Verbal Warnings:	Assisting Other Agencies
87	34	26	6	21

Parking Violations:

Total Parking Violations:	Parking Citations:	Parking Written Warnings:	Parking Verbal Warnings:
16	1	14	1

Other Calls for Service:

Call Type:	Number of Calls:
911 Landline	1
911 Rapid SOS	1
Alarm-Bank	1
Alarm- Business Burglary	2
Alarm- Residential Burglary	1
Animal Barking	1
Animal Complaint	5
Animal Rescue	1
Assist to Fire Department	2
Assist to Other Agency	2
Attempt to Contact	1
Business Check	16
Citizen Assist	6

▪ PO Box 1527, 425 S Main Street ▪ Elizabeth, Colorado 80107 ▪ (303) 646-4664 ▪ Fax: (303) 646-0676 ▪

www.townofelizabeth.org



TOWN OF ELIZABETH POLICE DEPARTMENT

JEFF ENGEL, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

08/13/2023 to 09/02/2023

Citizen Contact	8
Civil	3
Crime Prevention	7
Criminal Mischief	1
Disturbance	2
Domestic Violence-Verbal	3
Drug Offense	1
Fight	1
Follow Up	19
Found Property	1
Fraud	3
Harassment	1
Increased Patrol	59
Informational Report	5
Livestock Complaint	1
Medical Assist	12
Missing Child	1
Motorist Assist	7
Municipal Ordinance Violation	14
Motor Vehicle Accident with Property Damage	1
Motor Vehicle Accident with Unknown Injuries	2
Parking Complaint	16
Report Every Drunk Driver Immediately (REDDI)	4
Restraining Order Violation	1
Runaway	1
School Education	29
Sex Offense	1
Solicitor	1
Special Assignment	7
Suspicious Circumstance	5
Suspicious Person	1
Suspicious Vehicle	14
Theft	2



TOWN OF ELIZABETH POLICE DEPARTMENT

JEFF ENGEL, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

08/13/2023 to 09/02/2023

Traffic Complaint	8
Traffic Hazard	5
Traffic Stop	87
Unknown Trouble	1
Vehicle Fire	1
VIN Verify	9
Welfare Check	7



TOWN OF ELIZABETH POLICE DEPARTMENT

JEFF ENGEL, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

08/13/2023 to 09/02/2023

Open and Active Investigations:

Case/Incident Number:	Call Type:	Details:
23-1866	Theft	Investigation of theft at a local business.
23-2040	Burglary	Investigation of a burglary at a local business.
23-2106	Harassment	Investigation into harassment between juveniles.
23-2917	Death	Investigation into an unattended death.
23-3265	Child Abuse	Investigation into child abuse.
23-4060	Financial Crime	Investigation of fraud involving contractors.
23-4322	Fight	Investigation into a physical fight between juveniles.
23-4336	Criminal Mischief	Investigation into damaged property.
23-4364	Sex Offense	Investigation into a sex offense involving minors.
23-4379	Financial Crime	Investigation of fraud involving a citizen.

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:

08/13/2023 to 09/02/2023

Closed Case/Incident Reports:

Case/Incident Number:	Call Type:	Details:
23-3948	Motor Vehicle Accident	EPD responded to a two (2) vehicle crash. The at fault driver was issued a municipal summons for a traffic offense.
23-3969	Motor Vehicle Accident	EPD responded to a two (2) vehicle hit and run crash. After investigation, no suspect was identified.
23-3942	Criminal Mischief	EPD responded to a local business on report of a door and window being broken. After investigation, it appeared that nothing was taken from the business. No suspects were identified.
23-4030	Driving Under the Influence	EPD contacted a motorist for a traffic offense. After investigation, the driver was believed to be under the influence of alcohol. The driver was arrested and booked into the Elbert County Jail on multiple charges.
23-3657	Theft	EPD responded to a theft at a local business. After investigation, no suspects were able to be identified.
23-3921	Restraining Order Violation	EPD responded to a report of a restraining order violation. After investigation, it was determined there was no probable cause that a crime had been committed.
23-4021	Motor Vehicle Accident	EPD responded to a two (2) vehicle motor vehicle accident. The at fault driver was issued a municipal summons for a traffic offense.
23-4139	Driving Under the Influence	EPD responded to a report of a motorcycle crash. After investigation, it was determined the motorist was believed to be under the influence of alcohol. The motorist was subsequently arrested and booked into the Elbert County Jail on multiple charges.



TOWN OF ELIZABETH POLICE DEPARTMENT

JEFF ENGEL, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

08/13/2023 to 09/02/2023

23-4136	Municipal Ordinance Violation	EPD concluded an investigation into a municipal ordinance violation. After several warnings, the suspect had not complied, and was therefore issued a municipal summons.
23-4157	Public Order Crimes	EPD responded to a report of a threat made by a student at a local school. After investigation, the student was issued a municipal summons for a public order offense.
23-4215	Unwanted Subject	EPD responded to a local business on report of an unwanted subject. After investigation, it was determined a crime had been committed however the victim did not wish to pursue charges.
23-4247	Vape	EPD's SROs responded to a report of a student at a local school in possession of a nicotine vape. As this was the student's 1 st offense, they were referred to the school and Connections for Families for discipline.
23-4269	Vape	EPD's SROs responded to a report of a student at a local school in possession of a nicotine vape. As this was the student's 1 st offense, they were referred to the school and Connections for Families for discipline.
23-4155	Littering Complaint	EPD's Community Services removed a sign that was affixed to a stop sign. The owner was contacted and advised of municipal code.
23-4268	Animal Control	EPD's Patrol and Community Services responded to a local business on report of a dog running at large in the store. The dog was captured and returned to the owner. As this was not the dog owners first offense, they were issued a municipal summons.
23-4275	Traffic Stop	EPD contacted a motorist for a traffic offense. Upon investigation, it was determined that the motorist's license was revoked for a DUI. The



TOWN OF ELIZABETH POLICE DEPARTMENT

JEFF ENGEL, CHIEF OF POLICE

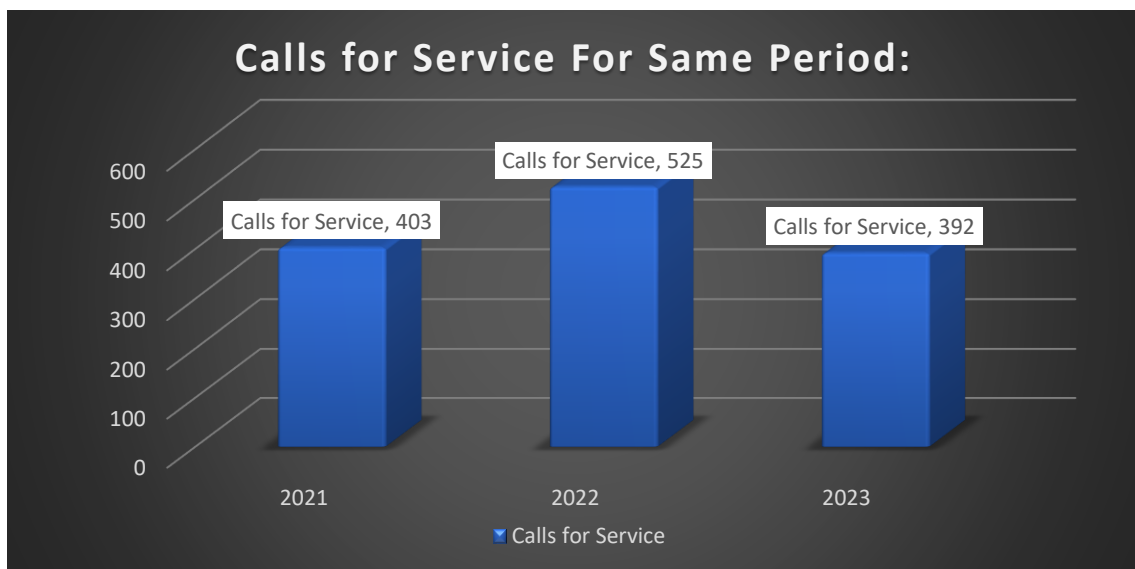
Elizabeth Police Department Activity Statistics Report

Reporting Period:

08/13/2023 to 09/02/2023

		motorist was subsequently arrested and booked into the Elbert County Jail.
23-4291	Domestic Violence	EPD responded to a residence on report of a domestic violence call. After investigation, there was not probable cause to believe that a crime had occurred.
23-4281	Found Property	EPD took a report of property that was located at Town Hall. The owner was later located, and the property was returned.
23-4342	Assist to Other Agency	EPD responded to a report of child abuse that did not occur in our jurisdiction. EPD contacted the property agency and notified them of the case.
23-4363	Littering	EPD responded to a local business on report of illegal dumping. After investigation, no suspects were located.

Historical Data:



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



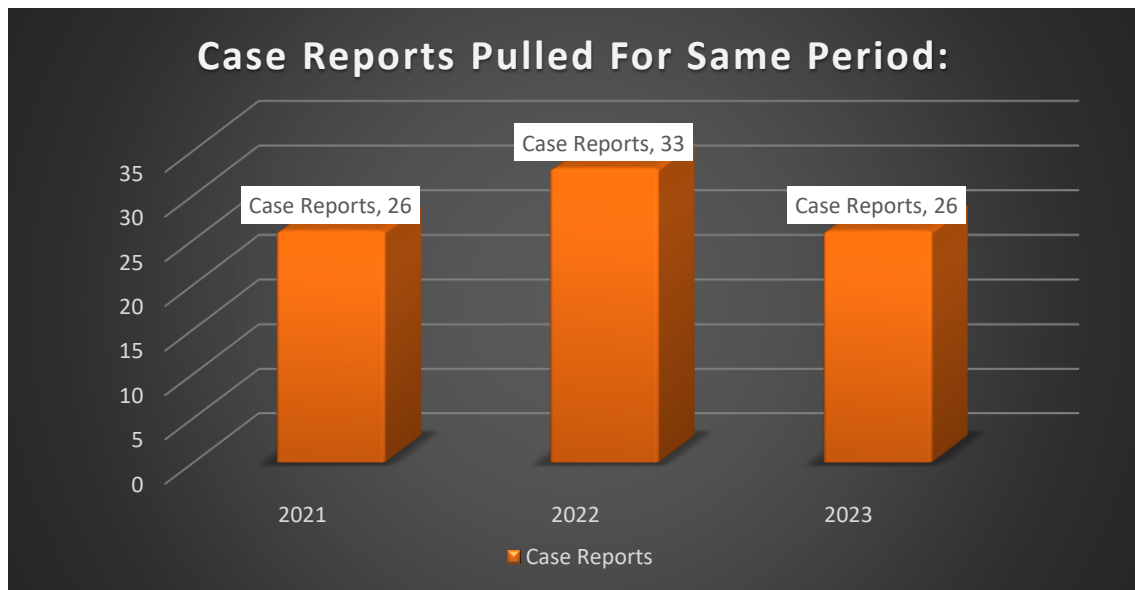
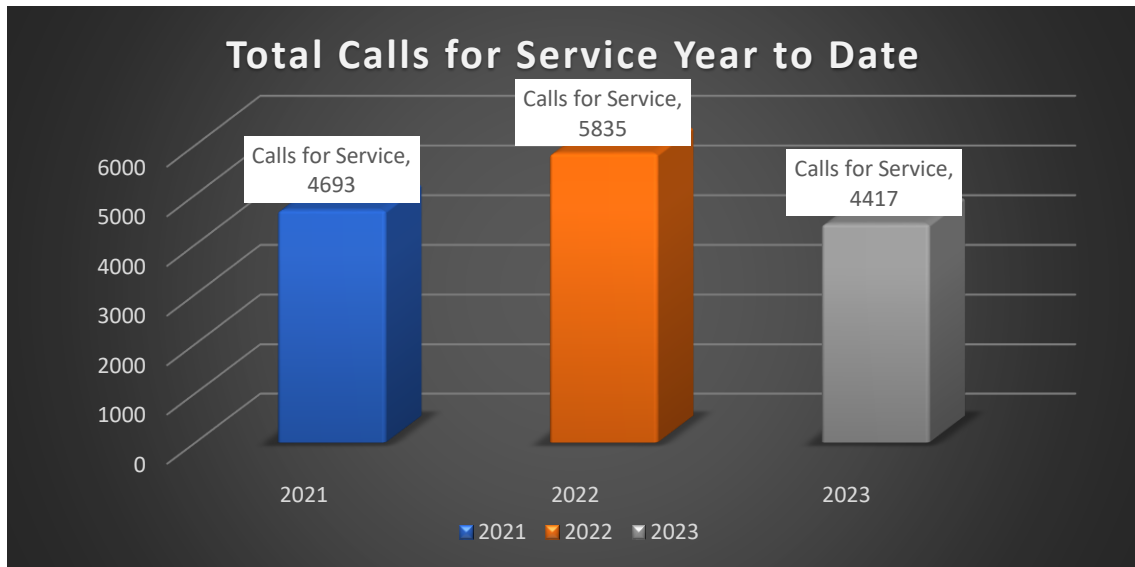
TOWN OF ELIZABETH POLICE DEPARTMENT

JEFF ENGEL, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

08/13/2023 to 09/02/2023





TOWN OF ELIZABETH

MICHAEL DEVOL, PUBLIC WORKS DIRECTOR

TO: Honorable Mayor and Town Board of Trustees
FROM: Mike DeVol, Public Works Director
DATE: September 12, 2023
SUBJECT: Public Works Monitoring Report

*Town Street Paving Improvements Project:

1. PW has completed a first-year inspection (2 year warranty) of the paved streets. Native Sun will begin warranty work on identified areas for repairs in mid-September.

*Town Main St. Decorations:

1. PW will begin removing hanging flower pots and filled planters along Main St. as the temperatures cool.

*Town Wells, Tanks and Effluent:

1. Attached in Packet/Discussions/Questions

* Town Water Line Emergency Repair:

1. PW received a call from a homeowner on Sunday Sept. 3 about a leak in the Meter Pit at 932 W Beverly St./Ritiro/Gold Creek Valley. PW spoke with a Lennar rep. and closed the flow to keep leak at a minimum while keeping the home with Water. PW staff responded Monday 4th to assess where the leak was located. It was leaking at the yoke of the meter on the home-owners side. PW called Lennar Warranty division on Monday 4th and arranged for repairs to be made by Lennar on Tuesday 5th. PW followed up Tuesday with Lennar and the property owner Jared Apodaca to ensure repairs were completed by 13:00 hours on Tuesday 5th. PW is working with Lennar to have Billing for High Leak Meter reading to be paid by Lennar and NOT the property owner.

*Town Hall Landscaping Plan:

1. N/A

*Town Walkway Repairs:

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

* Town Snow Plowing and Street Sweeping:

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



*Town New Wells at Ritoro/Gold Creek Valley:

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

*Town Trail Project:

1. Annual Walk through for Grant Compliance was successful and a full report has been filed with CDOT And PW is awaiting their approval and comments.
2. PW has scheduled a walk-through inspection with our reporting Agency Stantec Engineering for Guidance after the flooding and the loss of previously planted vegetation, bushes and trees.

*Gold Creek Lift Station Improvements:

1. Completion of project has begun clear water testing and adjustments have been made.
2. Communications and Alarms have been tested and 90% complete.
3. Project should be completed the week of September 18th.

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

*Gold Creek Wastewater Treatment Plant (GCWWTP)

1. The new fine screen replacement unit has been installed. The test phase has been completed. Alarms and training for the New unit have been completed on September 5 & 6th.
2. PW has been working on Plant maintenance by drawing down (treating in Train 1) all liquid levels of Train 2/South side of the treatment plant for inspection and repairs as necessary. The Clarifier for Train 2 has been completely emptied hosed and vacuumed out for a clean working area. The clarifier drive motor tested out fine as well as the gear reduction box. There is wear and damage to the Drive Shear Pin and Paddle arms that distribute settled sludge to the bottom of the clarifier for removal through pumping and sent to digestors for final degradation and trucked to farm fields as fertilizer. PW should have the Clarifier back up and fully operational by the end of September dependent on parts shipping.
3. Just a quick review of the Wastewater Plant: It is designed to treat 500,000 gallons of Raw Sewage per day. Train 1 and Train 2 share that equally. Train 1 currently is treating 190,000-200,000 gallons per day while maintaining our minimal 85% reduction constituent removals (currently 93%-99% removal) that are set by CDPHE in our Permit (excellent test for me as an operator and all equipment). Currently we are operating one Train at basically 80% capacity and operating very well. This is a test never completed before as our available capacity is 500,000 gallons. When the time comes that the wastewater Plant is treating at 80% (400,000 gallon/day) of the Total Capacity the Town must start to show Plant Expansion Plans to CDPHE. The current WTP upgrade Budget is currently in good shape for funding for our maintenance.



TOWN OF ELIZABETH

MICHAEL DEVOL, PUBLIC WORKS DIRECTOR

Reference of constituent removal: Please see attached Laboratory Sampling Analysis for actual numbers while completing maintenance of one train. Note all numbers/results are shown as milligrams per liter (mg/L) this equates from metric to Standard as parts per million (ppm). Plant is 100% Biological/Bacteria (Bugs) NO CHEMICALS

Bio-chemical Oxygen Demand (BOD) minimum 85% removal (current average 99% removal)
Total Suspended Solids (TSS) minimum 85% removal (current 93%-99% removal)
Nitrogen/Ammonia (NH₃) minimum 85% removal (current 99% removal)
E.Coli maximum 115 parts per million (ppm) (current <1 ppm) U.V. Light neuters bacterial for no reproduction and does not kill the bacterial which in turn means no chemicals and cost savings to the Town residents.

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

1. N/A

*Town Public Works Road Extension:

1. N/A

*Town Farmers Market:

Event Park Name is Running Creek Park (RCP).

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

*Town Parks and Right of Way (ROW):

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

Upcoming Projects:

1. PW has completed the following Annual Reporting:
2. Annual Biosolids
3. Regulation 85 Nutrient Monitoring/Accepted by CDPHE
4. Water Augmentation and Recording
5. Water Lead and Copper sampling
6. Water Constituents Metals
7. Annual DMR(Daily Monitoring Report) Gold Creek Wastewater Plant
8. Tree City USA Application/ Accepted and approved by Tree City USA
9. Trail DOLA findings and Inspections/ Addition of Willow Cuttings Planted



TOWN OF ELIZABETH

MICHAEL DEVOL, PUBLIC WORKS DIRECTOR

10. PW continues to work on Highway User Tax Fund (HUTF) reporting and data processing.

Mail Kiosk:

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

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



PCWRA Laboratory
 4255 N. US Highway 85
 Castle Rock, CO 80108
 (303) 688-1991

Gold Creek WWTP Analysis Report

District *Town of Elizabeth*

Address *P.O. Box 159, Elizabeth CO, 80107*

Sample Date	Lab ID	Location	Parameter	Result	RL	Method	Analyst
8/1/2023	E001 Comp	Gold Creek WWTP Effluent	BOD, 5-Day, mg/L	<2 mg/L	2	5210 B SM20	JK
8/1/2023	E001 Comp	Gold Creek WWTP Effluent	Total Suspended Solids, mg/L	4.8 mg/L	0.5	SM 2540 D	CR
8/1/2023	E001 Comp	Gold Creek WWTP Effluent	Nitrogen, Ammonia, mg/L N	0.073 mg/L	0.022	SM4500-NH3 G	JMK
8/1/2023	E002 Comp	Gold Creek WWTP Influent	BOD, 5-Day, mg/L	386.2 mg/L	2	5210 B SM20	JK
8/1/2023	E002 Comp	Gold Creek WWTP Influent	Total Suspended Solids, mg/L	346.7 mg/L	0.5	SM 2540 D	CR
8/1/2023	E002 Comp	Gold Creek WWTP Influent	Nitrogen, Ammonia, mg/L N	47.1 mg/L	0.022	SM4500-NH3 G	JMK
8/2/2023	E001 Grab	Gold Creek WWTP Effluent Grab	Coliform, Total, MPN/100ml	<1 MPN/100ml	1	9223 B SM20	JMK
8/2/2023	E001 Grab	Gold Creek WWTP Effluent Grab	E. Coli, MPN/100ml	<1 MPN/100ml	1	9223 B SM20	JMK
8/8/2023	E001 Comp	Gold Creek WWTP Effluent	BOD, 5-Day, mg/L	<2 mg/L	2	5210 B SM20	JK
8/8/2023	E001 Comp	Gold Creek WWTP Effluent	Total Suspended Solids, mg/L	8.3 mg/L	0.5	SM 2540 D	CR
8/8/2023	E001 Comp	Gold Creek WWTP Effluent	Nitrogen, Ammonia, mg/L N	0.094 mg/L	0.022	SM4500-NH3 G	JMK
8/8/2023	E002 Comp	Gold Creek WWTP Influent	BOD, 5-Day, mg/L	312.8 mg/L	2	5210 B SM20	JK
8/8/2023	E002 Comp	Gold Creek WWTP Influent	Total Suspended Solids, mg/L	326.1 mg/L	0.5	SM 2540 D	CR
8/8/2023	E002 Comp	Gold Creek WWTP Influent	Nitrogen, Ammonia, mg/L N	58.3 mg/L	0.022	SM4500-NH3 G	JMK
8/9/2023	E001 Grab	Gold Creek WWTP Effluent Grab	Coliform, Total, MPN/100ml	<1 MPN/100ml	1	9223 B SM20	CR
8/9/2023	E001 Grab	Gold Creek WWTP Effluent Grab	E. Coli, MPN/100ml	<1 MPN/100ml	1	9223 B SM20	JMK
8/9/2023	E001 Grab	Gold Creek WWTP Effluent Grab	BOD, 5-Day, mg/L	<2 mg/L	2	5210 B SM20	JK
8/15/2023	E001 Comp	Gold Creek WWTP Effluent	Total Suspended Solids, mg/L	2.4 mg/L	0.5	SM 2540 D	CR
8/15/2023	E001 Comp	Gold Creek WWTP Effluent	Nitrogen, Ammonia, mg/L N	0.060 mg/L	0.022	SM4500-NH3 G	JMK
8/15/2023	E001 Comp	Gold Creek WWTP Effluent	BOD, 5-Day, mg/L	427.1 mg/L	2	5210 B SM20	JK
8/15/2023	E002 Comp	Gold Creek WWTP Influent	Total Suspended Solids, mg/L	413.3 mg/L	0.5	SM 2540 D	CR
8/15/2023	E002 Comp	Gold Creek WWTP Influent	Nitrogen, Ammonia, mg/L N	58.3 mg/L	0.022	SM4500-NH3 G	JMK
8/15/2023	E002 Comp	Gold Creek WWTP Influent	Coliform, Total, MPN/100ml	<1 MPN/100ml	1	9223 B SM20	CR
8/16/2023	E001 Grab	Gold Creek WWTP Effluent Grab	E. Coli, MPN/100ml	<1 MPN/100ml	1	9223 B SM20	CR
8/16/2023	E001 Grab	Gold Creek WWTP Effluent Grab	BOD, 5-Day, mg/L	>7.6 mg/L	2	5210 B SM20	JK
8/22/2023	E001 Comp	Gold Creek WWTP Effluent	Total Suspended Solids, mg/L	5.2 mg/L	0.5	SM 2540 D	CR
8/22/2023	E001 Comp	Gold Creek WWTP Effluent	Nitrogen, Ammonia, mg/L N	12.430 mg/L	0.022	SM4500-NH3 G	JMK
8/22/2023	E001 Comp	Gold Creek WWTP Effluent	BOD, 5-Day, mg/L	402.4 mg/L	2	5210 B SM20	JK
8/22/2023	E002 Comp	Gold Creek WWTP Influent	Total Suspended Solids, mg/L	336.4 mg/L	0.5	SM 2540 D	CR
8/22/2023	E002 Comp	Gold Creek WWTP Influent	Coliform, Total, MPN/100ml	<1 MPN/100ml	1	9223 B SM20	JMK
8/23/2023	E001 Grab	Gold Creek WWTP Effluent Grab	E. Coli, MPN/100ml	<1 MPN/100ml	1	9223 B SM20	JMK
8/23/2023	E001 Grab	Gold Creek WWTP Effluent Grab	BOD, 5-Day, mg/L	<2 mg/L	2	5210 B SM20	JK
8/29/2023	E001 Comp	Gold Creek WWTP Effluent	Total Suspended Solids, mg/L	2.4 mg/L	0.5	SM 2540 D	CR
8/29/2023	E001 Comp	Gold Creek WWTP Effluent	Nitrogen, Ammonia, mg/L N	0.052 mg/L	0.022	SM4500-NH3 G	JMK
8/29/2023	E001 Comp	Gold Creek WWTP Effluent	BOD, 5-Day, mg/L	343.9 mg/L	2	5210 B SM20	JK
8/29/2023	E002 Comp	Gold Creek WWTP Influent	Total Suspended Solids, mg/L	328.6 mg/L	0.5	SM 2540 D	CR
8/29/2023	E002 Comp	Gold Creek WWTP Influent	Coliform, Total, MPN/100ml	<1 MPN/100ml	1	9223 B SM20	JMK
8/30/2023	E001 Grab	Gold Creek WWTP Effluent Grab	E. Coli, MPN/100ml	<1 MPN/100ml	1	9223 B SM20	JMK
8/30/2023	E001 Grab	Gold Creek WWTP Effluent Grab					

**Town of Elizabeth
Monthly Accounting - Leases**

HRS Water Consultants, Inc.

2023 Water Year

Duke Lease - Entered into August 24, 2004.

Month	Total Gold Creek Effluent		Difference/Surplus Effluent
	Usage (af)	Duke Lease (af)	
November	15.71	1.7	14.01
December	14.42	1.3	13.12
January	15.61	0.9	14.71
February	15.11	0.7	14.41
March	16.03	0.5	15.53
April	18.18	0.4	17.78
May	18.41	0.3	18.11
June	17.12	0.4	16.72
July	16.81	0.9	15.91
August	16.71	2.1	14.61
September		3.3	-3.30
October		2.5	-2.50
WY Total	164.1	15.0	122.0

Town of Elizabeth
Denver Basin Wells - Monthly Accounting

HRS Water Consultants, Inc.

2022 Water Year		Meter Serial # 69269247 Permit 75162-F WDID # 0113127 Lower Dawson Middle School Well A				Meter Serial # 86945024 Permit 052511-F WDID # 0113128 Denver Middle School Well B				School Wells Total	Meter Serial # 20083304 Permit 15617-F-R WDID #0106440 Dawson Well No. 2				Meter Serial # 20100899 Permit 16210-F-R WDID #0106437 Denver Bishop Well A				Meter Serial # 20072055 Permit 044454-F WDID #0109931 Arapahoe Well A-1				<i>Meter Serial # - To be added when installed.</i> Permit 84415-F WDID #0113129 Denver Well D-2				<i>Meter Serial # - To be added when installed</i> Permit 84416-F WDID #0113130 Arapahoe Well A-2				All Wells
Water Year	Month	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Monthly Volume	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Meter Reading	Monthly Volume	Cumulative Total	Remaining Annual Volume	Monthly Volume
2023		gallons	af	af	af	gallons	af	af	af	af	gallons	af	af	af	gallons	af	af	af	gallons	af	af	af	gallons	af	af	af	gallons	af	af	af	
1/11/2022	November 1st	49,659,000	0.00	0.00	21.00	802,000	0.00	0.00	39.70	0.00	90,473,600	0.00	0.00	50.00	90,320,300	0.00	0.00	150.00	12,729,800	0.00	0.00	127.40	0.00	0.00	0.00	90.40	0.00	0.00	0.00	88.10	
1/12/2022	December 1st	49,659,000	0.00	0.00	21.00	802,000	0.00	0.00	39.70	0.00	90,473,600	0.00	0.00	50.00	90,320,300	0.00	0.00	150.00	17,485,900	14.60	14.60	112.80	0.00	0.00	0.00	90.40	0.00	0.00	0.00	88.10	14.60
1/1/2023	January 1st	49,659,000	0.00	0.00	21.00	802,000	0.00	0.00	39.70	0.00	90,473,600	0.00	0.00	50.00	90,412,900	0.28	0.28	149.72	22,536,200	15.50	30.10	97.30	0.00	0.00	0.00	90.40	0.00	0.00	0.00	88.10	15.78
1/2/2023	February 1st	49,659,000	0.00	0.00	21.00	802,000	0.00	0.00	39.70	0.00	90,473,600	0.00	0.00	50.00	90,412,900	0.00	0.28	149.72	27,670,200	15.76	45.85	81.55	0.00	0.00	0.00	90.40	0.00	0.00	0.00	88.10	15.76
1/3/2023	March 1st	49,659,000	0.00	0.00	21.00	802,000	0.00	0.00	39.70	0.00	90,473,600	0.00	0.00	50.00	90,518,400	0.32	0.61	149.39	32,448,800	14.67	60.52	66.88	0.00	0.00	0.00	90.40	0.00	0.00	0.00	88.10	14.99
1/4/2023	April 1st	49,703,000	0.14	0.14	20.86	806,000	0.01	0.01	39.69	0.15	90,473,600	0.00	0.00	50.00	90,518,400	0.00	0.61	149.39	37,515,600	15.55	76.07	51.33	0.00	0.00	0.00	90.40	0.00	0.00	0.00	88.10	15.70
1/5/2023	May 1st	49,775,000	0.22	0.36	20.64	806,000	0.00	0.01	39.69	0.22	90,473,600	0.00	0.00	50.00	90,622,400	0.32	0.93	149.07	42,540,400	15.42	91.49	35.91	0.00	0.00	0.00	90.40	0.00	0.00	0.00	88.10	15.96
1/6/2023	June 1st	50,164,000	1.19	1.55	19.45	806,000	0.00	0.01	39.69	1.19	90,473,600	0.00	0.00	50.00	91,949,500	4.07	5.00	145.00	46,824,000	13.15	104.64	22.76	0.00	0.00	0.00	90.40	1,772,698.00	5.44	5.44	82.66	23.85
1/7/2023	July 1st	50,741,000	1.77	3.32	17.68	806,000	0.00	0.01	39.69	1.77	90,473,600	0.00	0.00	50.00	92,602,800	2.01	7.01	142.99	48,282,800	4.48	109.12	18.28	1,813,079	5.56	5.56	84.84	6,126,516	13.36	18.80	69.30	27.18
1/8/2023	August 1st	51,437,000	2.14	5.46	15.54	873,000	0.21	0.22	39.48	2.34	90,473,600	0.00	0.00	50.00	95,000,500	7.36	14.36	135.64	48,282,800	0.00	109.12	18.28	6,289,494	13.74	19.30	71.10	9,541,316	10.48	29.28	58.82	33.92
1/9/2023	September 1st	52,264,000	2.54	7.99	13.01	927,000	0.17	0.38	39.32	2.70	90,473,600	0.00	0.00	50.00	98,812,400	11.70	26.06	123.94	48,282,800	0.00	109.12	18.28	10,010,433	11.42	30.72	59.68	12,786,980	9.96	39.24	48.86	35.78
1/10/2023	October 1st		0.00	7.99	13.01		0.00	0.38	39.32	0.00		0.00	0.00	50.00		0.00	26.06	123.94		0.00	109.12	18.28		0.00	30.72	59.68		39.24	48.86	0.00	
1/11/2023	November 1st		0.00	7.99	13.01		0.00	0.38	39.32	0.00		0.00	0.00	50.00		0.00	26.06	123.94		0.00	109.12	18.28		0.00	30.72	59.68		39.24	48.86	0.00	
	Annual Total		7.99				0.38		39.70	8.38		0.00			26.06			123.94		109.12		18.28		30.72		59.68		39.24	48.86	0.00	

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

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

Town of Elizabeth Accounting Contact Information

Mr. Ken Timm
Public Works Department
Town of Elizabeth
Email ktimm@townofelizabeth.org
Mobile Phone (303) 921-7050

Mr. Mark Palumbo
HRS Water Consultants, Inc.
Email mpalumbo@hrswater.com
Office Phone [303-462-1111](tel:303-462-1111) ext. 302
Mobile Phone 303-906-7665

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

Town of Elizabeth Accounting Comments

HRS Water Consultants, Inc.

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

Town of Elizabeth
Denver Basin Wells - Monthly Accounting

HRS Water Consultants, Inc.

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

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

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

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 2511-F
 er
 ol Well B

School
 Wells
 Total

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

Meter Serial #
 Permit 162
 Denv
 Bishop V

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

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Meter Serial # 20072055
 Permit 044454-F
 Arapahoe

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

Well A

Well A-1

Well D-2

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

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

Well A-2

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

**Town of Elizabeth
Monthly Accounting - Leases**

HRS Water Consultants, Inc.

2022 Water Year

Duke Lease - Entered into August 24, 2004.

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

**Town of Elizabeth
Monthly Accounting - Leases**

HRS Water Consultants, Inc.

2021 Water Year

Duke Lease - Entered into August 24, 2004.

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

**Town of Elizabeth
Banking - Denver Basin Wells**

HRS Water Consultants, Inc.

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

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

Year	Arapahoe Well A-1 Production (af)	Arapahoe Well A-1 Banked Volume (af)	Arapahoe Well A-1 Cumulative Banked Volume (af)	School Well A Production (af)	School Well A Banked Volume (af)	School Well A Cumulative Banked Volume (af)	School Well B Production (af)	School Well B Banked Volume (af)	School Well B Cumulative Banked Volume (af)	Arapahoe Well A-2 Production (af)	Arapahoe Well A-2 Banked Volume (af)	Arapahoe Well A-2 Cumulative Banked Volume (af)	Denver Well D-2 Production (af)	Denver Well D-2 Banked Volume (af)	Denver Well D-2 Cumulative Banked Volume (af)
1996															
1997															
1998															
1999															
2000															
2001															
2002															
2003															
2004															
2005															
2006	112.74	14.66	14.66	0	21	21	0.19	39.51	39.51						
2007	27.94	99.46	114.12	0.01	20.99	41.99	0.08	39.62	79.13						
2008	109.29	18.11	132.22	4.84	16.16	58.15	0	39.7	118.83						
2009	80.43	46.97	179.19	20.58	0.42	58.57	17.24	22.46	141.29						
2010	80.75	46.65	225.84	9.66	11.34	69.91	30.23	9.47	150.76						
2011	61.66	65.74	291.58	0	21	90.91	57.89	-18.19	132.57						
2012	68.22	59.18	350.77	0	21	111.91	31.51	8.19	140.76						
2013	89.75	37.65	388.42	5.47	15.53	127.44	23.92	15.78	156.54						
2014	60.99	66.41	454.84	9.35	11.65	139.09	24.05	15.65	172.19						
2015	60.58	66.82	521.66	12.18	8.82	147.91	21.6	18.1	190.29						
2016	62.75	64.65	586.31	14.98	6.02	153.93	21.87	17.83	208.12						
2017	60.96	66.44	652.75	17.67	3.33	157.26	0.1	39.6	247.72						
2018	31.05	96.35	749.09	18.56	2.44	159.7	20.37	19.33	267.05						
2019	109.56	17.84	766.94	11.93	9.07	168.77	4.82	34.88	301.93						
2020	121.73	5.67	772.60	19.26	1.74	170.51	0.04	39.66	341.59	0.00	88.10	88.10	0.00	90.40	90.40
2021	153.87	-26.47	746.13	4.45	16.55	187.06	1.54	38.16	379.75	0.00	88.10	176.20	0.00	90.40	180.80
2022	113.01	14.39	760.53	7.80	13.20	200.26	0.59	39.11	418.86	0.00	88.10	264.30	0.00	90.40	271.20
2023	109.12	18.28	778.81	7.99	13.01	213.27	0.38	39.32	458.17	39.24	48.86	313.16	30.72	59.68	330.88
2024															
2025															

Dear Board of Trustees

I appreciate you and your team's work to coordinate the donation and dropoff of the three decommissioned Town of Elizabeth vehicles. The vehicles have already been used for a variety of uses, ranging from a step stool, to a vehicle identification lab and power steering pump removal lab. It may seem like an insignificant gesture that the Town has extended to our program, but it truly means the world to the students and me. Not only are the donated vehicles the first full frame trucks for students to learn on, but they continue to demonstrate that the community is watching and supporting us. This is a valuable reminder to the students that they are part of something bigger than themselves.

As for this second-year Automotive program, there are more than 180 students enrolled this year. We have an emphasis on skills acquisition of course, but there is also a focus on career paths that do not often include college. We have been fortunate to have Trade Schools like WyoTech and Universal Technical Institute, the US Army and Marines, a Navy Seal, 4Rivers Equipment, Boneyard Customs and Ford visit our class to talk about career opportunities. While our shop is not yet under construction, I'm hoping to see it complete by the end of the calendar year. It will contain three twin post lifts, a drive-on lift with alignment machine, as well as a tire machine and a wheel balancer. The building will house a 30x30 classroom with storage and a restroom. The student experiences that happen in the building will give them an advantage when pursuing a new career.

Sincerely,

Derek Spohn
EHS Automotive Instructor